

**RECLAMATION DISTRICT NO. 1608
LINCOLN VILLAGE WEST
BOARD OF TRUSTEES MEETING
WEDNESDAY, DECEMBER 6, 2017
8:00 A.M.
ENGINEER'S REPORT**

I. AB 360 DELTA LEVEE SUBVENTION PROGRAM

- A. Review need for levee crown repair in area of minor subsidence just north of the Marina Property.
- B. Review Important Procedures for Claim Eligibility for the Delta Levee Subvention Program

EXHIBIT A: Procedures handout UNDER SEPARATE COVER.

C. Annual levee encroachments inspection along all reaches of the District's levee. Review estimated fee and scope of services for KSN Inc.'s field staff to inspect the levee lots along the perimeter of the District's Levee. This is typically an annual exercise but was skipped during 2016 due to other budget constraints. KSN recommends that the Board of Trustees authorize us to perform the annual inspection and update the lot files with the current inspection forms and draft letters to any property's that may have unauthorized encroachments.

EXHIBIT B: KSN Inc. proposed Scope of Services and estimated Fee.

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.

KSN Inc. has reviewed the subject unpermitted work and recommends that the Board of Trustees notify Dr. Arrendondo of the condition and recommend removal of the unpermitted work.

KSN Inc. has prepared a DRAFT letter acknowledging the unpermitted work and requests its removal and restoration to preconstruction conditions in the areas of the improvements. KSN is seeking authorization to send the letter to Dr. Arrendondo.

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

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

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

EXHIBIT F: Draft letter requesting removal of unauthorized encroachments by KSN Inc. dated 12/1/17.

**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. is not supportive of this application at this time. KSN Inc. needs to work with the landowners to provide additional detail. The removable fence located at the top of the levee at the waterside slope needs additional details. The maintenance of the retaining wall along the waterside edge of levee crown needs to be removed and the levee crown regraded and all weather road material be added. The landowner's vegetation on the landside of the levee completely blocks the visibility of the levee and must be timed back and maintained in a manner that District personnel can inspect the levee as necessary. KSN Inc. is seeking the Board of Trustees input at this. This matter was not received in time to be placed on this meeting's agenda.

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

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

EXHIBIT I: Historic Plans pulled from District archived files showing recommended changes to existing conditions.

III. DISTRICT'S FINANCIAL ACCOUNTING

A. Consideration of Accounting Services for detailed financial reporting. Review summary of proposals submitted to respond to District's request. The purpose in seeking these proposals was to consider hiring one of the accounting firms to assist the District in preparing more detailed financial reporting along with logging all of the invoicing that comes through for payment on a regular basis in order to reduce some of the administrative load on filing the annual District's Final Claim under the Delta Levee Subventions Program.

EXHIBIT J: RD 1608's Request for Proposal prepared by KSN Inc. dated November 06, 2017.

EXHIBIT K: Email Correspondence from KSN Inc. and attachments to RD 1608's Request for Proposal prepared by KSN Inc. dated November 07, 2017 to accounting firms JMEEK Agribusiness Management and Butterflied + Co.

EXHIBIT L: JMEEK Agribusiness Management proposal dated November 8, 2017.

EXHIBIT M: Butterflied + Co proposal dated November 16, 2017.

EXHIBIT N: KSN Inc.'s summary memo analyzing the accounting company proposals and the District's actual financial accounting expenses.

IV. 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 O: KSN Inc. Summary of work activities associated with the sediment removal project dated 12/04/17.

V. SEDIMENT REMOVAL PROJECT

- B. Review progress of permitting process with the Board of Trustees.

EXHIBIT P: KSN Inc. Summary of work activities associated with the sediment removal project dated 12/04/17.

Exhibit A

Exhibit A
Under Separate Cover

Exhibit B

**Reclamation District 1608 – Lincoln Village West
(LVW)**

2015 Property Surveys Project Update

**Kjeldsen, Sinnock & Neudeck, Inc. (KSN)
Scope of Services**

November 28, 2017

Project Understanding

This project was developed in 2015 to provide a working document in electronic format to archive pre-existing conditions of encroachments on RD 1608 Levees, and update per future inspections. The format and deliverables will be a useful tool in the field for reference and to document future conditions and encroachments.

Using geo-referencing applications, information related to individual parcels will be immediately available to District Staff while in the field, and allow District Staff to upload and update appropriate real time information.

1. Administrative

Compile updated hard copy information of changed conditions into a file format compatible with proposed electronic format, disseminate into appropriate order of file layout.

2. Field Inspection

Field inspection required to document current conditions in a systematic format including photo exhibits and references. Compiling that information into a useful format to compare to existing data files for enforcement action.

3. Engineering

Engineering required linking data files of changed conditions and encroachments. Linking geo-references to all new data files and updating hyperlink strings necessary for remote monitoring and operating versatility.

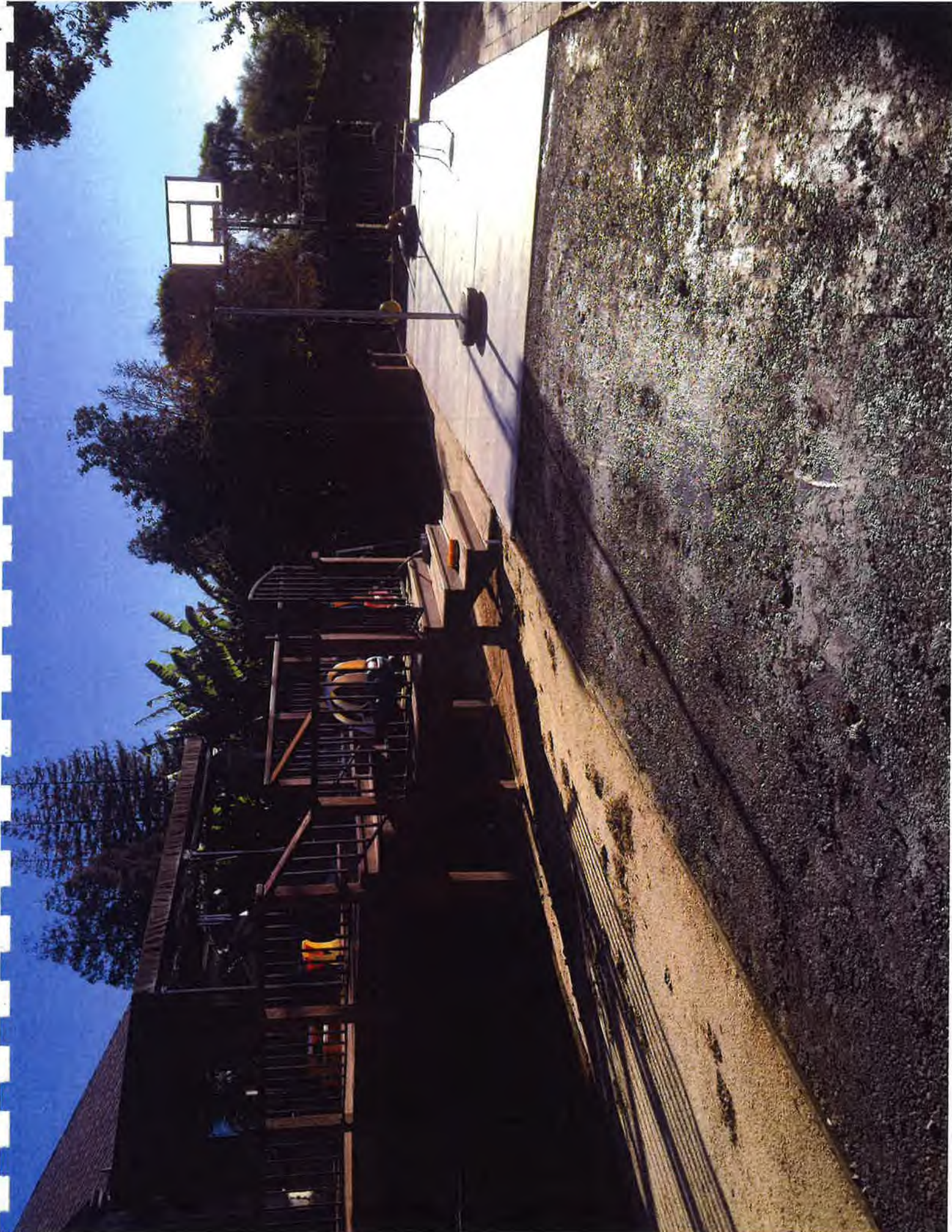
4. Oversight

Deliver project objectives to District Staff, communicate and advise KSN staff in the new project research, development of new data and enforcement action of encroachments.

Appendix A Task Hour Breakdown

TASK	KJELDSSEN, SINNOCK & NEUDECK INC. TEAM HOURS					
	Principal Engineer KSN	Project Manager KSN	Admin KSN	Jr. Assistant Engineer KSN	Inspector KSN	
	\$240	\$180	\$98	\$135	\$176	Total Hours
Planning & Development						
1.0 Administrative	1	1	4.5			6.5
2.0 Inspection	1	1		20	20	42
3.0 Engineering	2			55		57
5.0 Oversight	4	4				8
TOTAL FEE	\$1,920	\$1,080	\$441	\$10,125	\$3,520	\$17,086
<p>General Note: This allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per the enclosed Fee Schedule.</p>						

Exhibit C

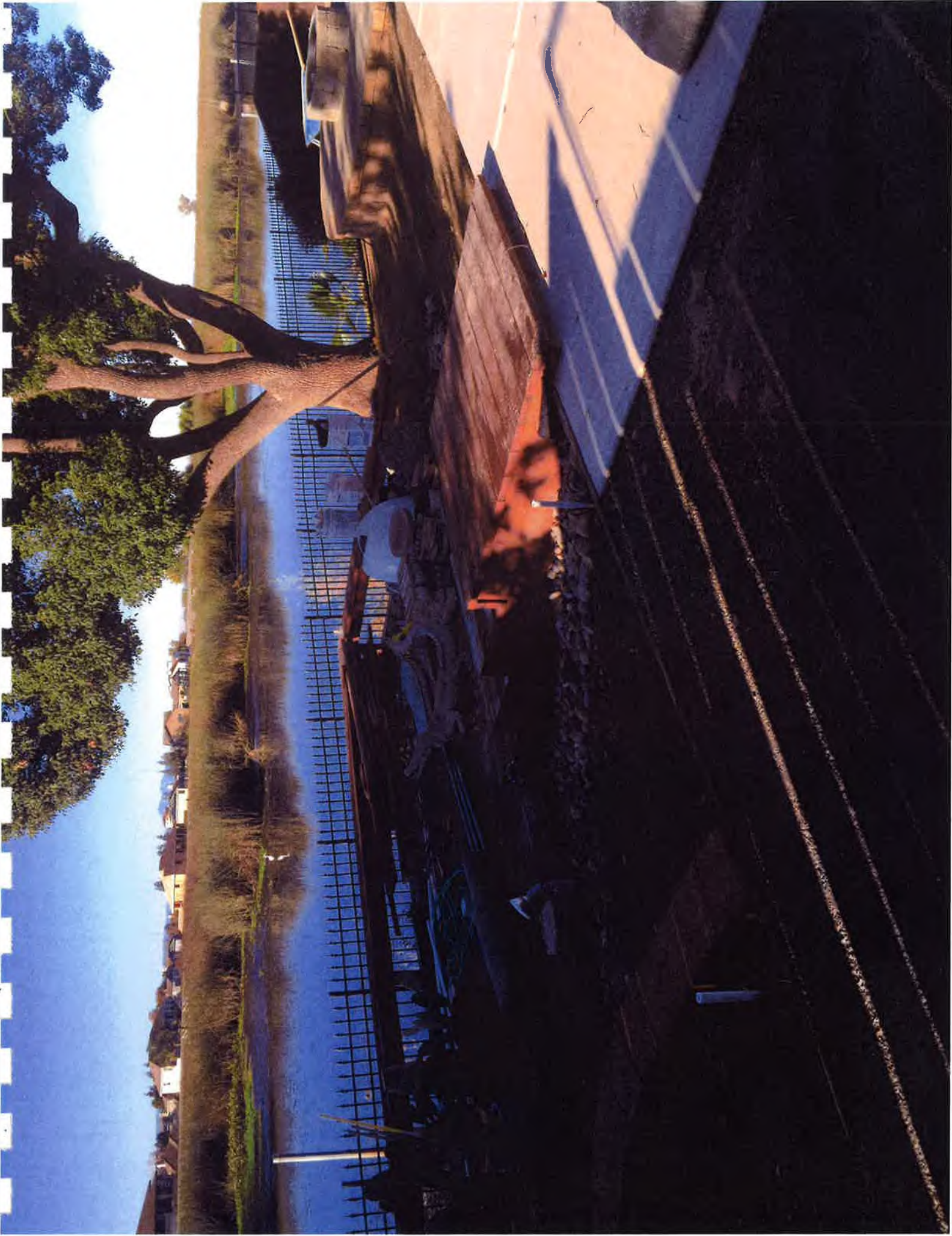












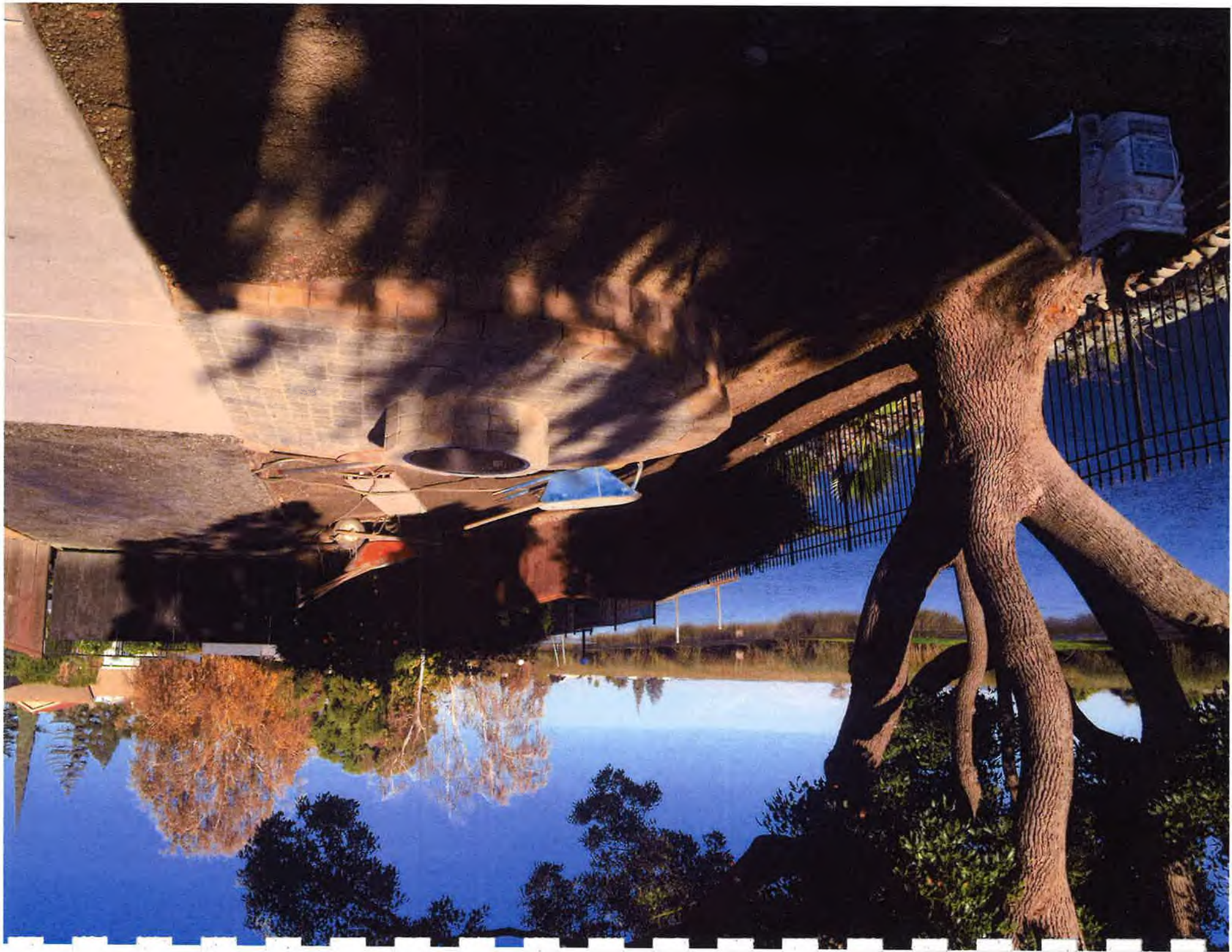






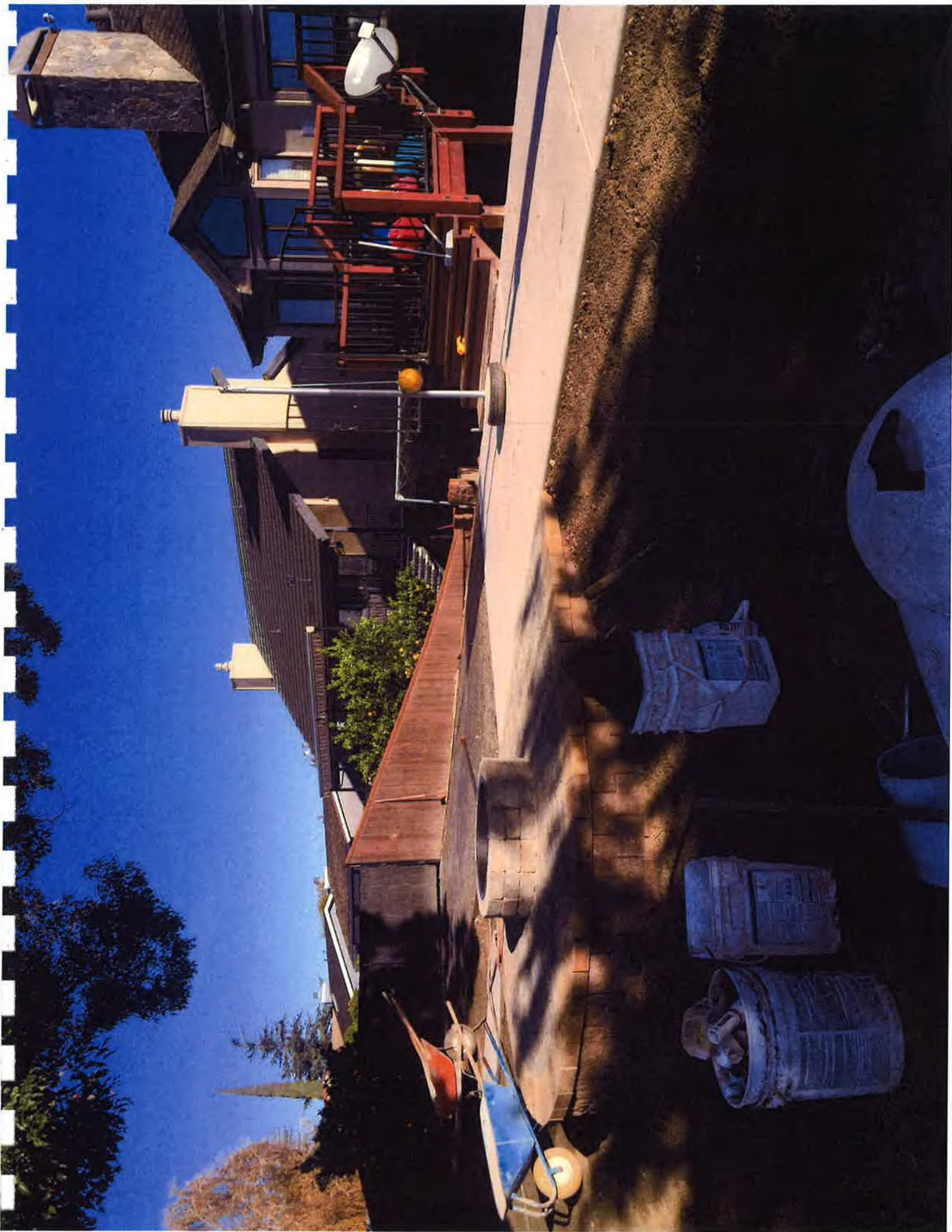












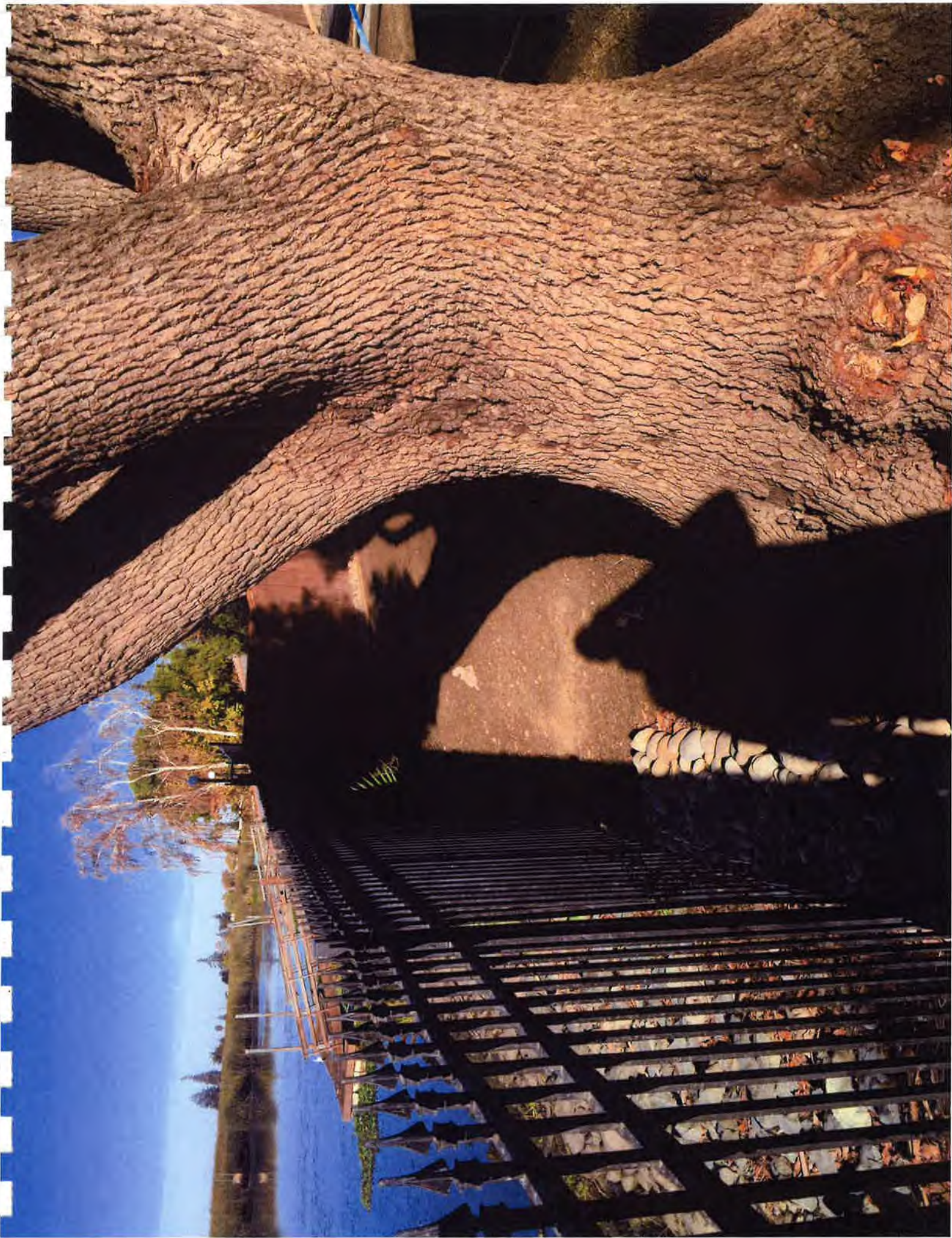


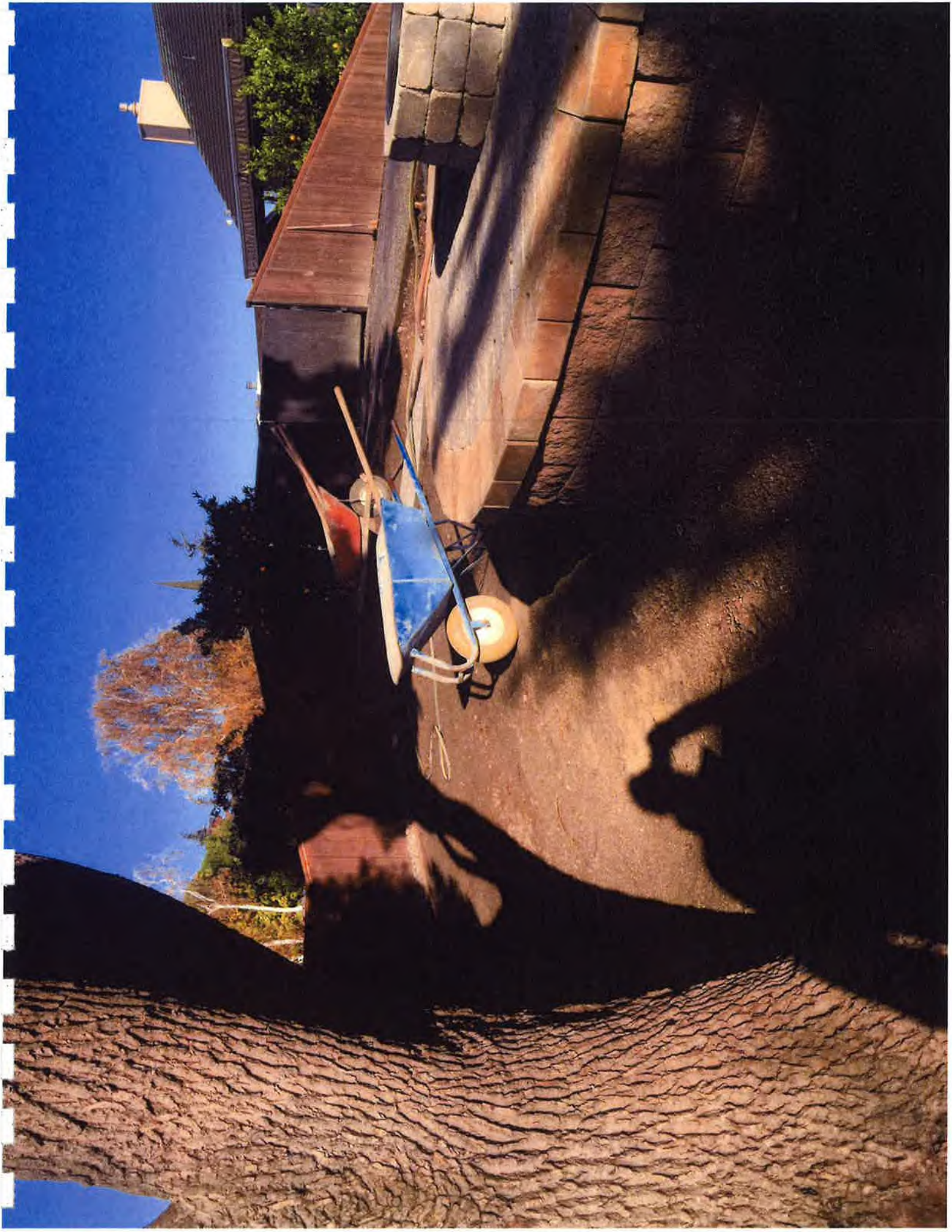












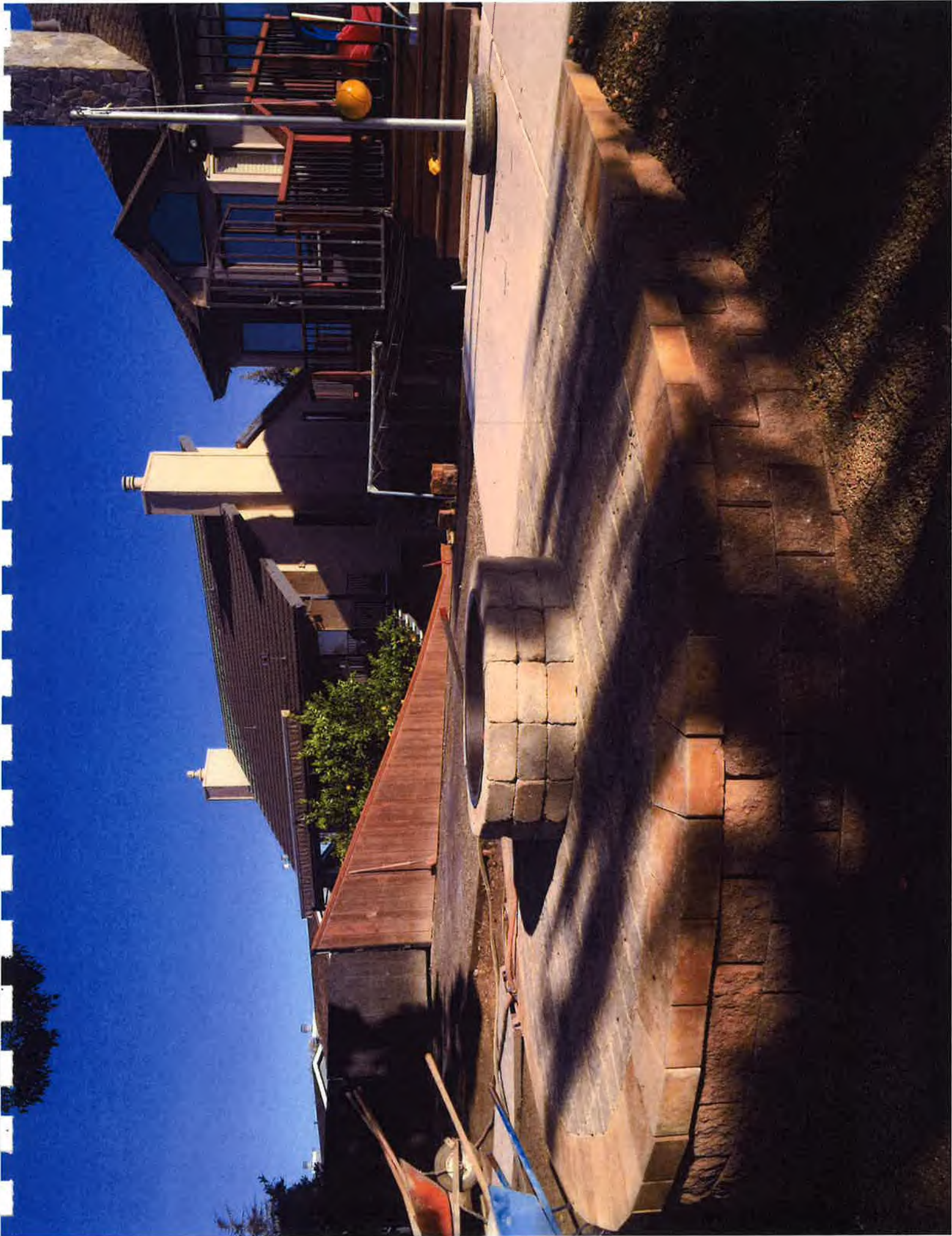


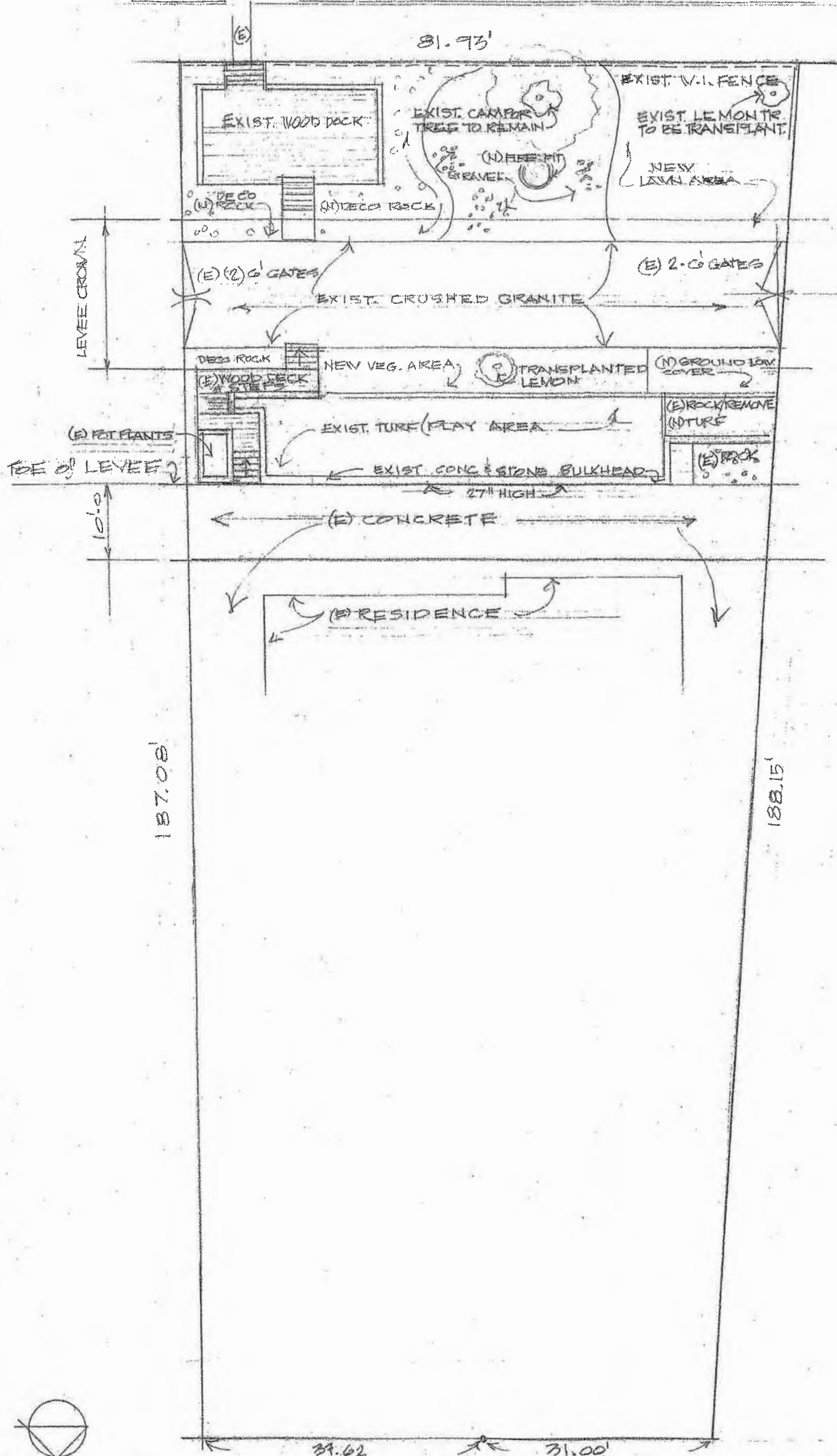






Exhibit D

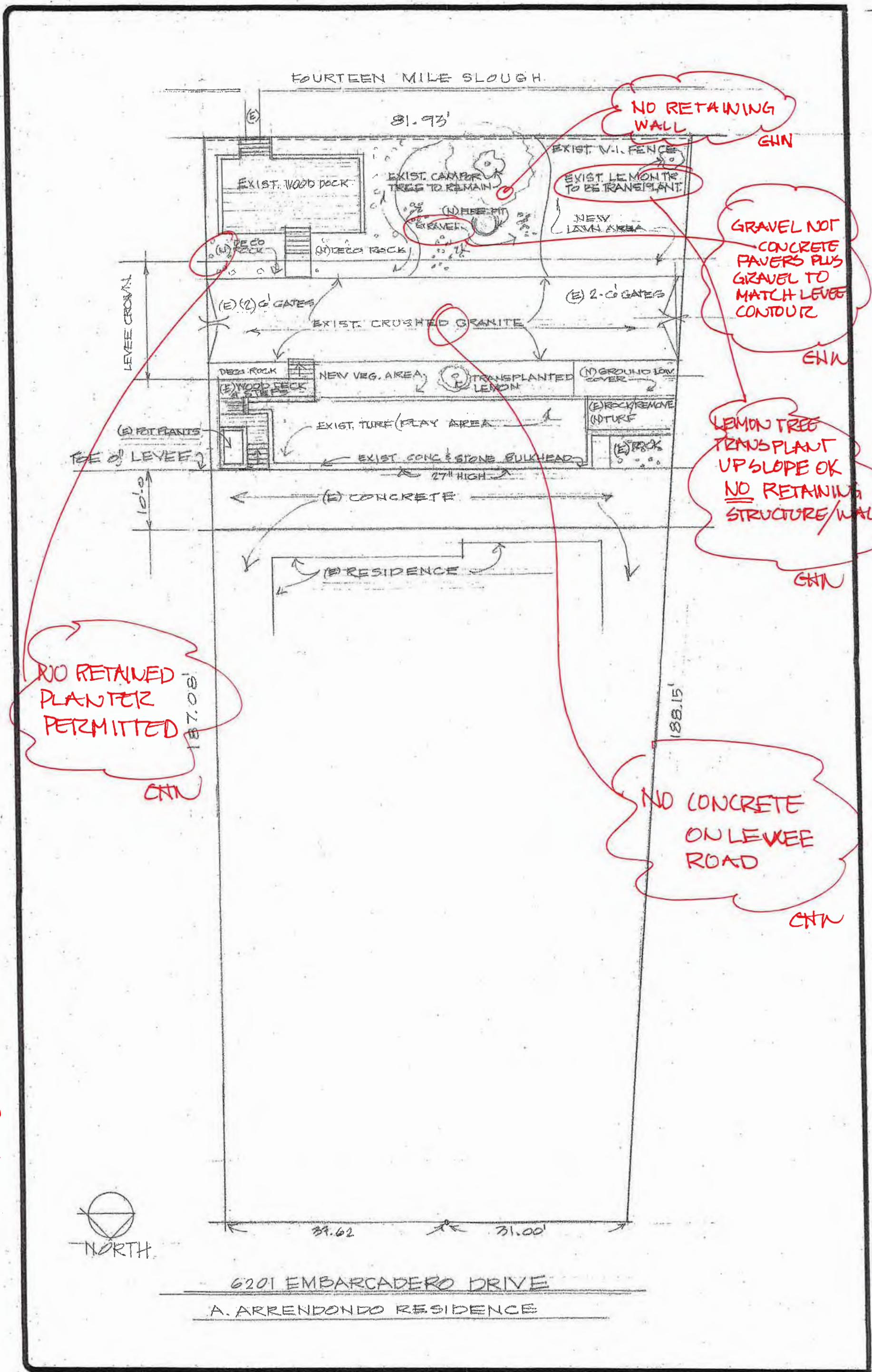
FOURTEEN MILE SLOUGH



6201 EMBARCADERO DRIVE
 A. ARRENDONDO RESIDENCE

9/13/17 APPROVED
 PLANS

Exhibit E



NO RETAINING WALL
GWN

GRAVEL NOT CONCRETE PAVERS PLUS GRAVEL TO MATCH LEVEL CONTOUR
GWN

LEMON TREE TRANSPLANT UP SLOPE OK NO RETAINING STRUCTURE/WALL
GWN

NO RETAINED PLANTER PERMITTED
GWN

NO CONCRETE ON LEVEE ROAD
GWN

PLANS ANNOTATED BY CHRISTOPHER H. NEUDECK RD 1608 - DISTRICT ENGR.

Exhibit F

December 1, 2017

Dr. Antonio & Lillian Arrendondo
6201 Embarcadero Drive
Stockton, CA 95219

**Re: Reclamation District no. 1608 – Lincoln Village West Inspection
Index No 17 Lot 1159, 6201 Embarcadero Drive
APN 098-370-01**

Dear Dr. Arrendondo,

On Wednesday November 29, 2017 Kjeldsen, Sinnock & Neudeck, Inc., RD 1608's District Engineers visited your property and noted a number of construction features that have been built or are under construction that were not approved on you 9/13/17 RD 1608 approved encroachment permit.

This letter is to serve as notice for you to cease any further activity at the rear of your lot on the District's levee to the pre-existing condition in accordance with your approved plans as of 9/13/17.

Features of work that clearly were not approved include but are not limited to concrete surfacing of the levee crown, concrete pavers around the fire pit, retaining structure and level pad around the fire pit, and retained planters in either corner of your lot at the waterside edge of levee crown/roadway. These features are all not approved features and need to be immediately removed and the levee restored to its prior contours and condition.

I have spent a significant amount of time trying to explain the conditions that RD 1608 allows certain encroachments to you and your wife and you have gone well beyond any approvals granted by the Board of Trustees. Creating additional non-engineered concentrated loads with retaining of earth on the waterside slope will cause structural instability to the District's levee system which protects all of RD 1608 residences that live behind the levees. Placement of concrete surfacing is not allowed by the Board of Trustees on the levee crown because it is not capable of handle traffic from levee maintenance vehicles that periodically travel over this area.

Please respond to this letter no later than 7 days from receipt hereof as to the schedule of your compliance. As I have notified you this matter will be on the Wednesday December 6, 2017 Boards Agenda for discussion.

If you have any questions please contact the undersigned.

Sincerely,
KJELDEN, SINNOCK & NEUDECK, INC.

Christopher H. Neudeck
RD 1608 District Engineer



[Recipient's Name]

[Date]

Page 2 of 2

w/enclosures

Approved Plans 9/13/17

Approved Plans with District Engineer Annotations

Photographs form KSN Inc. 11/29/17 Inspection

cc: Trustees (w/encl.)

Daniel J. Schroedeer, Esq. (w/encl.)

Jean Knight, Sec. (w/encl)

Exhibit G

Index No. 29 Lot No. 402

APPLICATION FOR APPROVAL OF PLANS AND/OR ENCROACHMENT PERMIT

1. Application to the Reclamation District 1608 for approval to REMOVABLE FENCE,
DECK & RETAINING WALL REPAIR. EXACT REPLACEMENT.

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 RICH KEMP Address-Zip Code 38.34 FOURTEEN MILE DR, Telephone Number
MAYWELL INONG Office 209-482-7500 Home 425-789-6911

Signature [Signature] Date 11/28/17

4. Endorsement RICHAKSEATTLE@HOTMAIL.COM

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	3832 FORTY EIGHT MILE RD	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

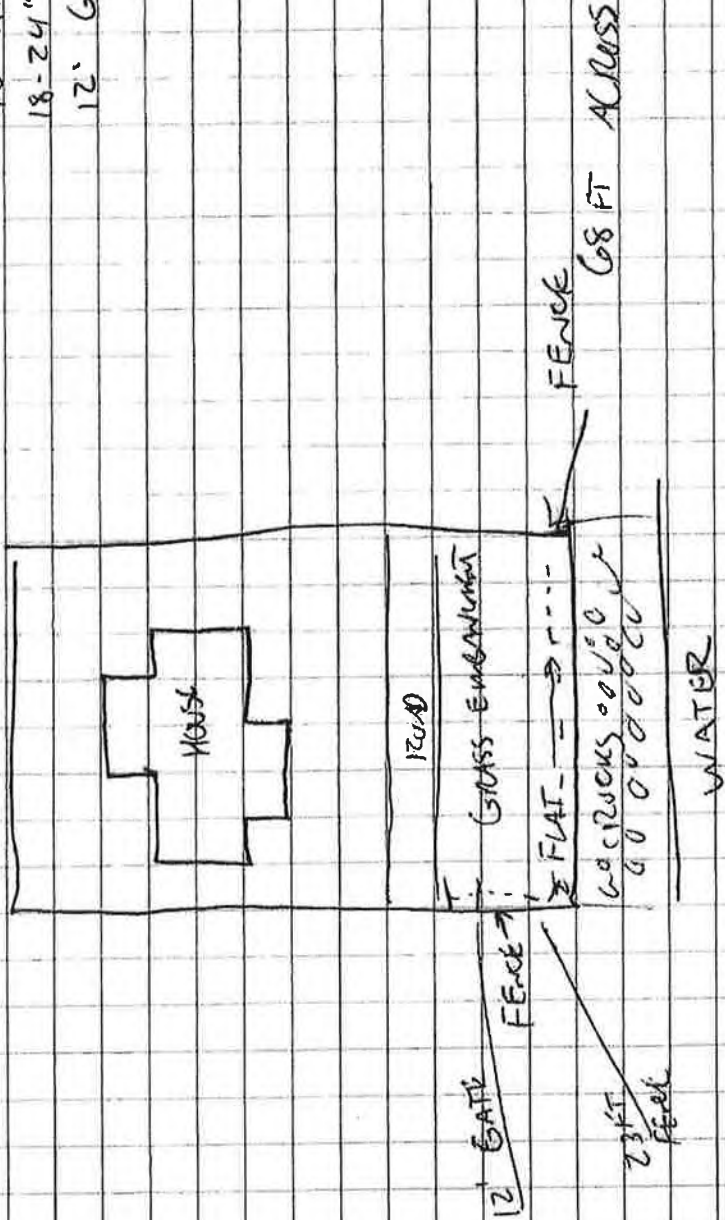
3. _____
4. _____
5. _____
6. _____
7. _____

FENCE REMOVABLE

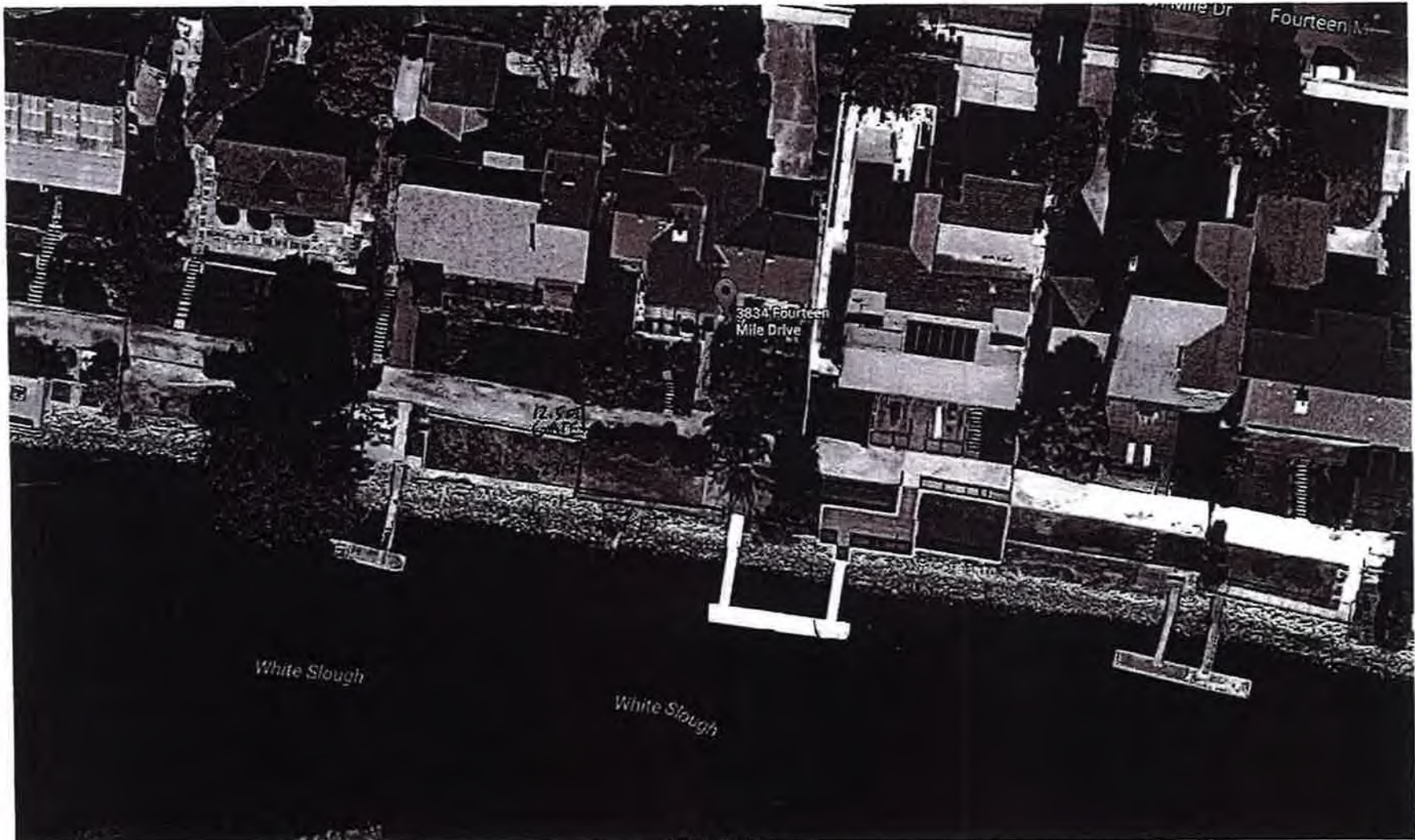
48" HIGH

18-24" INCH DEEP SLEEVES

12' GATE



Go gle Maps 3834 Fourteen Mile Dr



12 FT GATE
23 FT TO WATER
57 FT ALI/DRI
117 ACRES

FENCE REMOVABLE

48" HIGH

18-24" DEEP SLEEVES

12' GATE

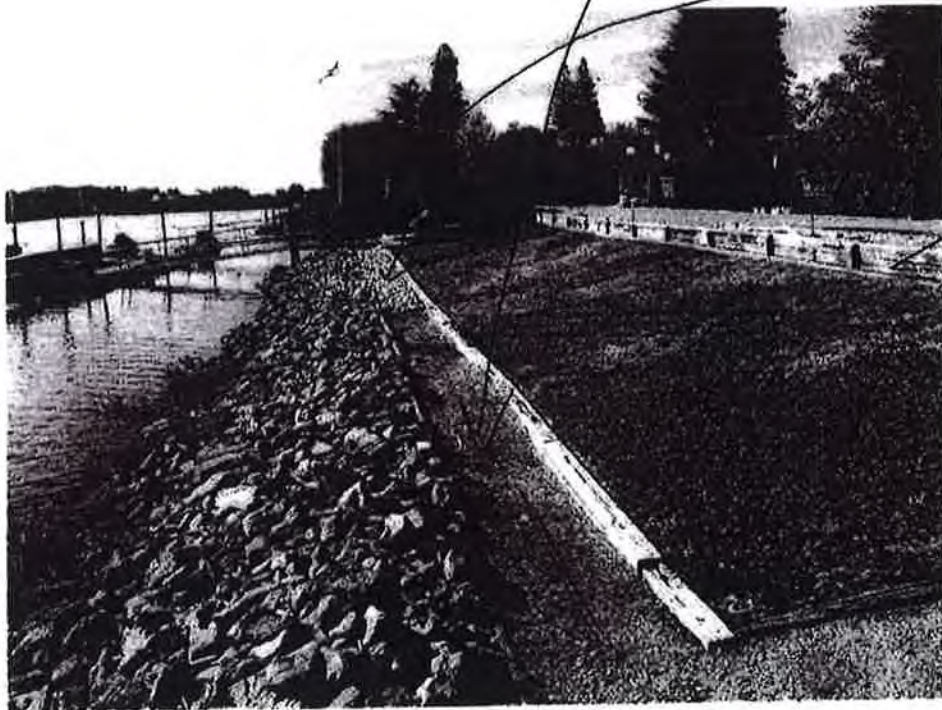
18-

REMOVABLE

FENCE, POST/SLEEVES 24" DEEP



NOW MUD. HAS BEEN
THIS WAY 20 YEARS?
BAD. NEEDS STABILIZING
ROCK AS SHOWN IN
NEIGHBORS YARD TO STOP
EROSION.



RETAINING
WALL MUST BE
REPLACED W
TREATED RAILROAD
TIES. RETAIN
WALL FAILURE &
ROAD EROSION
IMMINENT W/O
REPLACE!

LENUM
23'

PICTURE OF FENCE
STYLE MAJORITY OF
FOURTEEN MILE RESIDENTS
WILL BE COPIED, BUT USING
ALUMINUM REMOVABLE
FENCE.



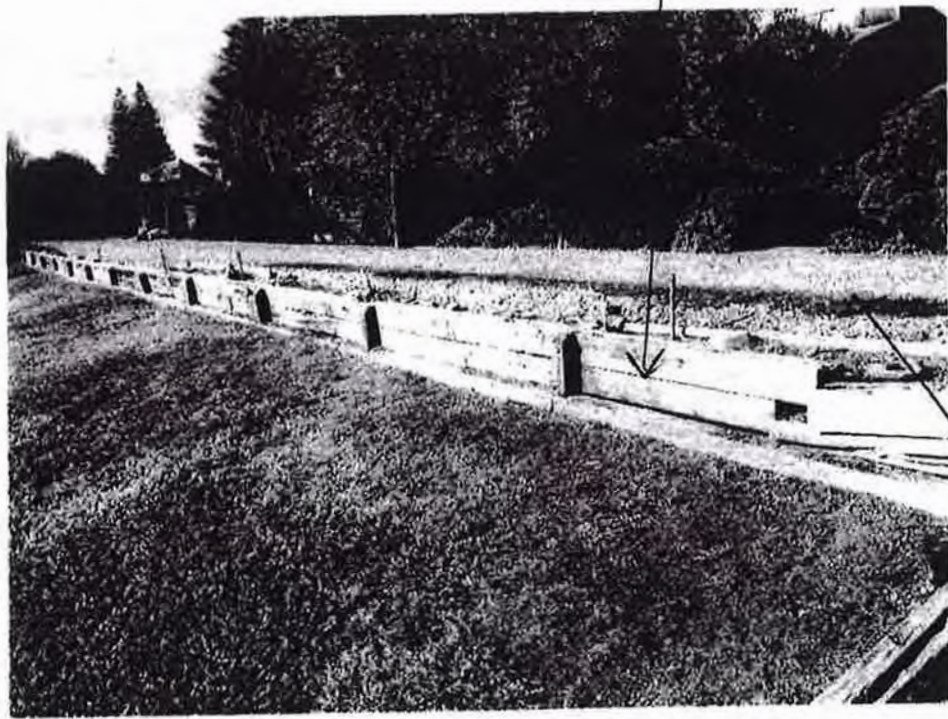
GATE
12.5'



ROAD IS JUST
MUD. NEEDS GRAVEL
TOP. LAST RAIN EROSION
POTENTIAL WITNESSED.
INTERLOCKING GRAVEL
RAISE ROAD 2'-3".

LEVEE NEGLECTED
LAST 10 YEARS?

ROAD RETAINING WALL
MUST BE REPLACED W
RAILROAD TIES / TREATED
WOOD TO MAINTAIN
OVR WIDER ROAD WIDTH
& PREVENT EROSION.
EXACT REPLACEMENT



CURRENT ROAD

IS JUST MUD. THIS PROMOTES
EROSION. INTERLOCKING GRAVEL
SHOULD HAVE BEEN PLACED ON
THIS ROAD 20 YEARS AGO.



EXACT
REPLACEMENT OF
ROTTING PLANKS THAT
PROMOTE RODENTS / DECAY

THIS TYPE OF REMOVABLE FENCE AS
FOUND ON MANY NEIGHBORING PROPERTIES



PROPERTY 1

(FOR NORTH GATE)

PICTURE OF STANDARDS
GATE 12.5' THAT 90% +
OF ALL RESIDENTS ON LEUK HAVE.
GATE WILL BE DUPLICATED EXACTLY
AS OUR CURRENT
SOUTH GATE STANDS

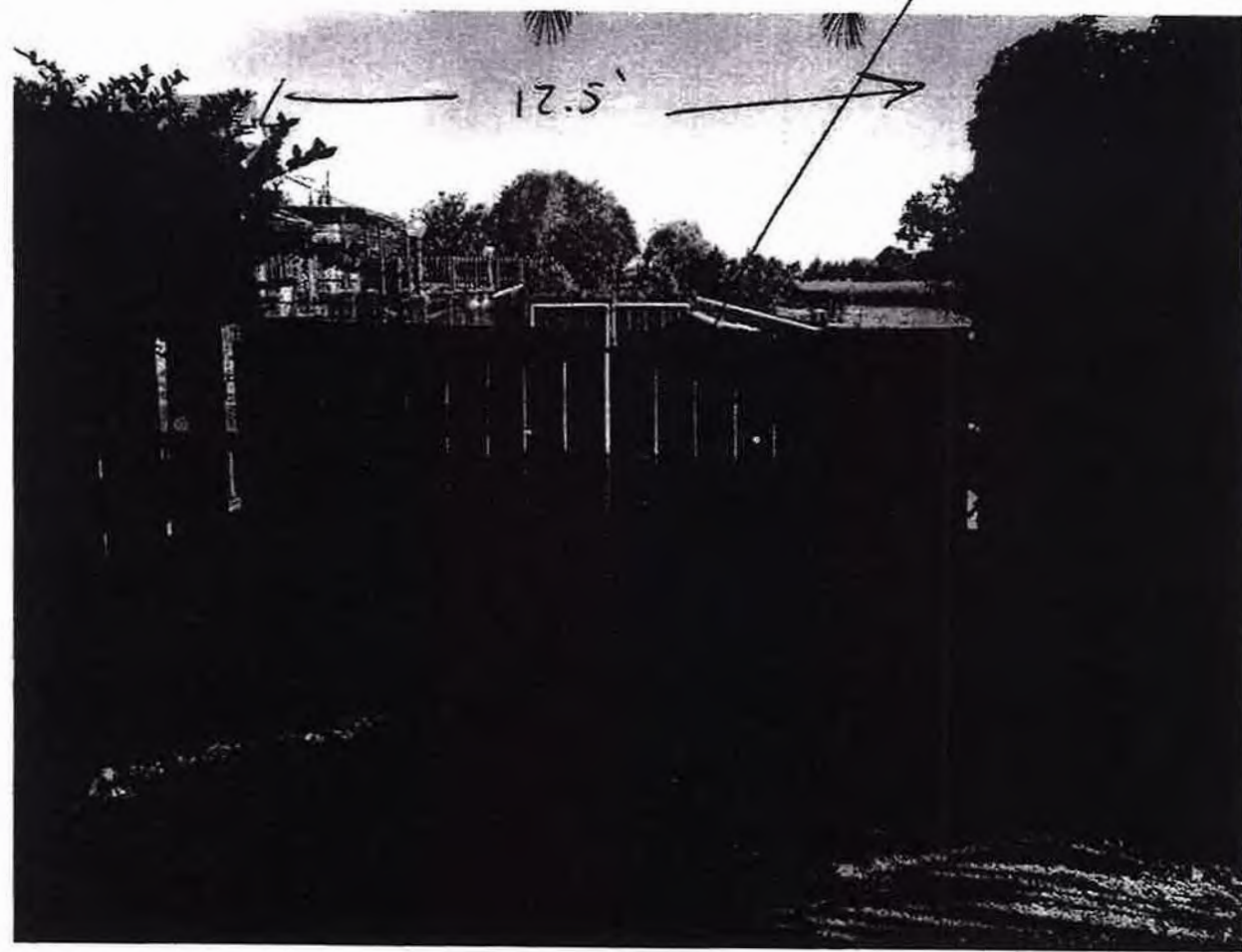
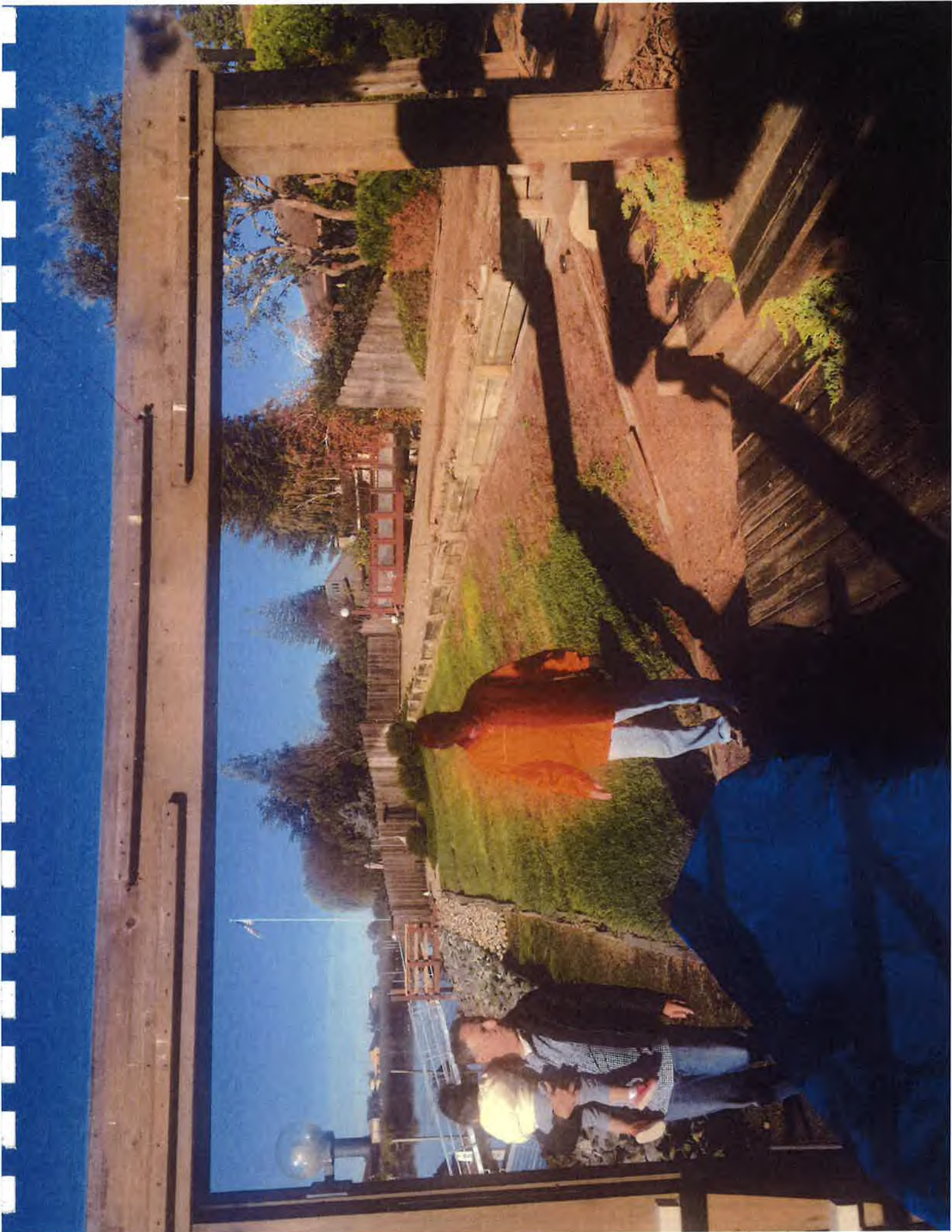


Exhibit H



















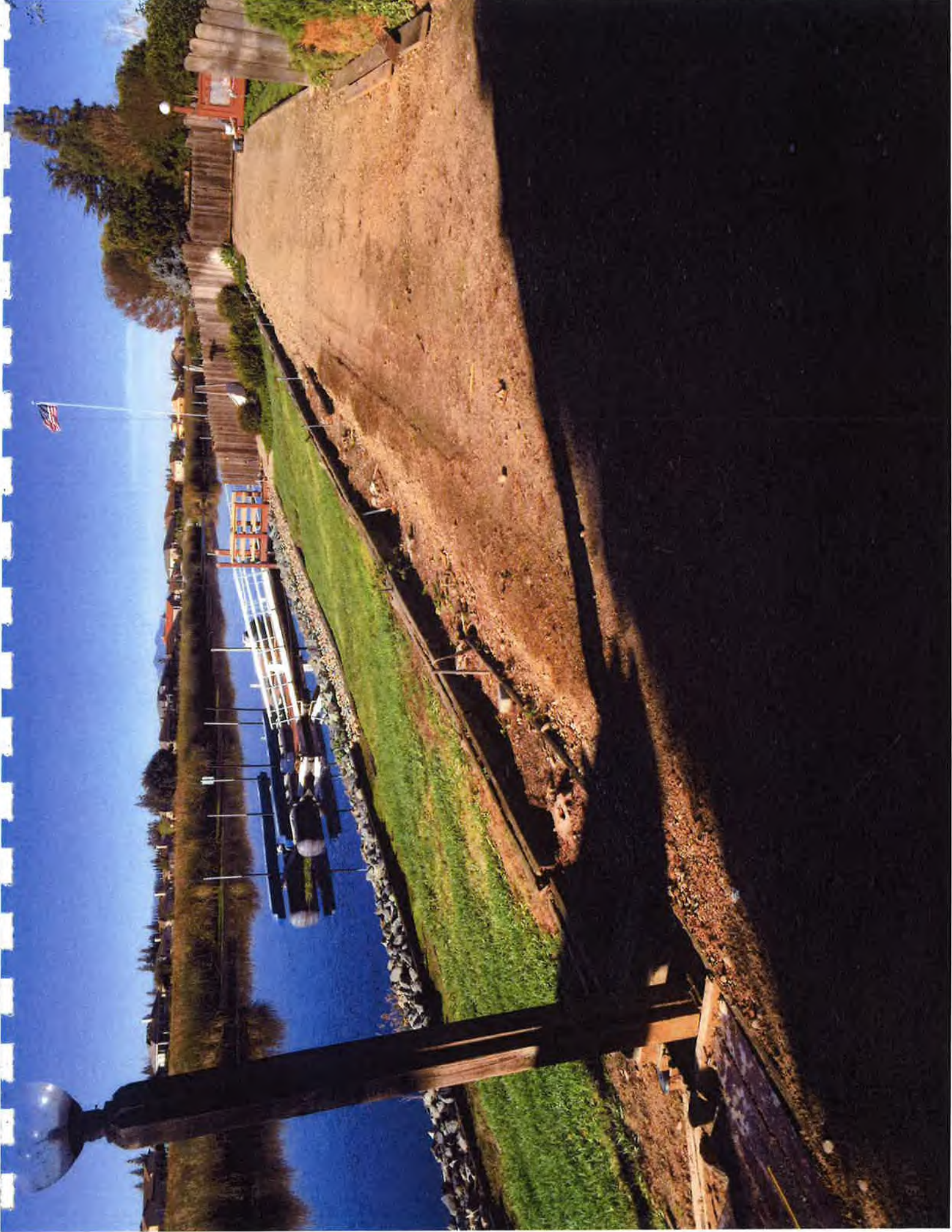
































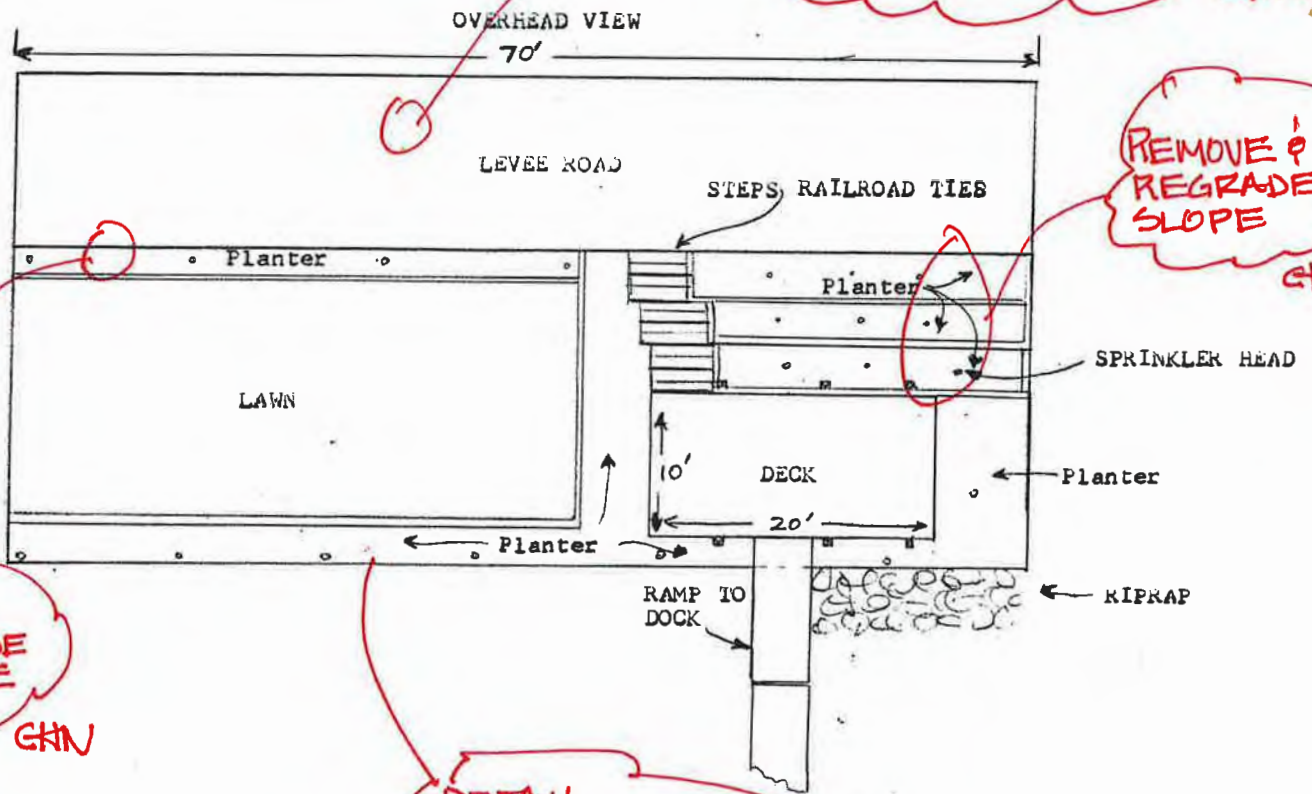




Exhibit I

Artemas McNeil, M.D.
Lot 402
3834 14 Mile Drive

SCALE: 1" = 10'



RD 1608 WILL WORK WITH YOU TO RESTORE ALL WEATHER ROAD SURFACE

GHN

REMOVE & REGRADE SLOPE

GHN

REMOVE & REGRADE SLOPE

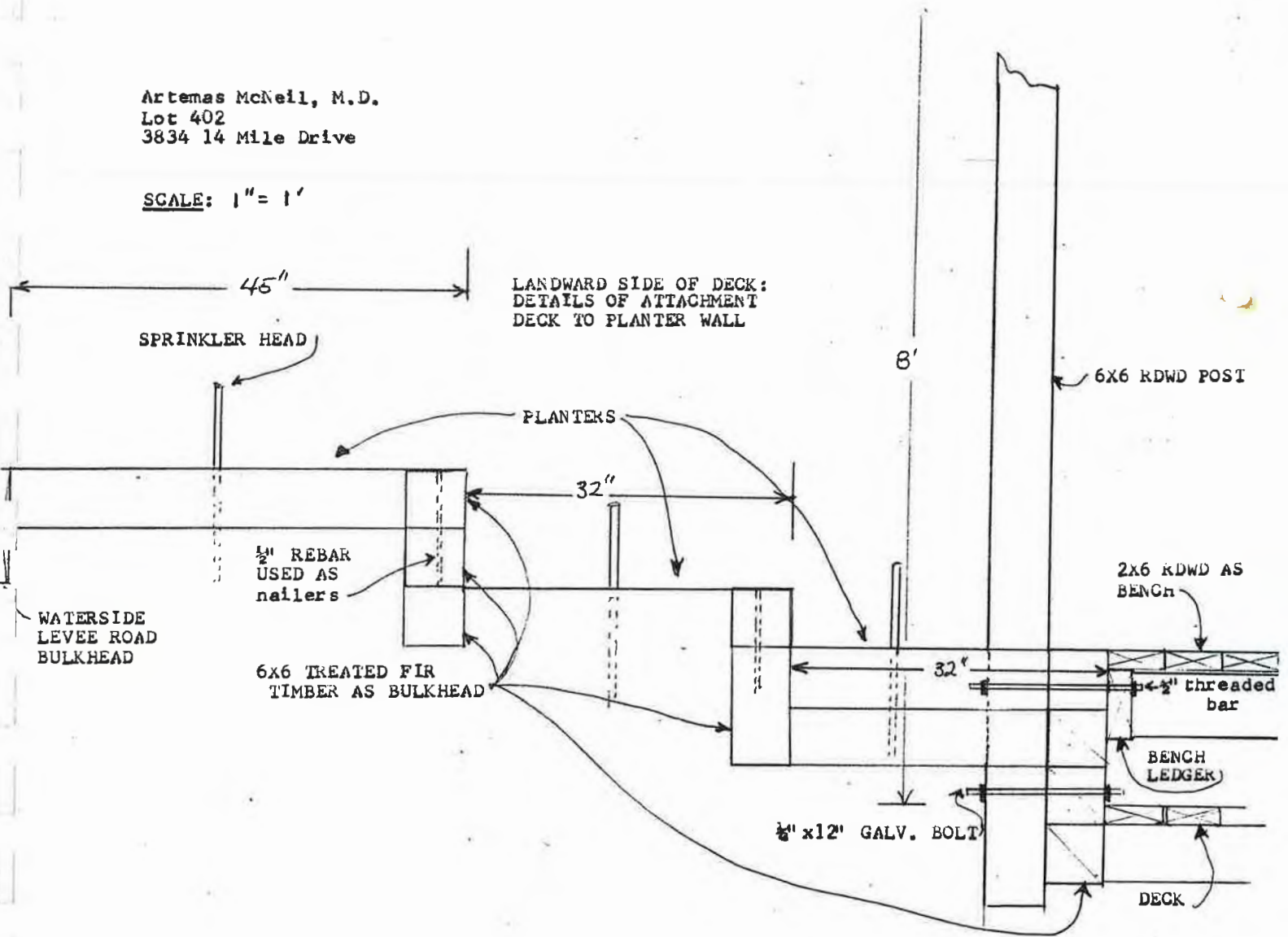
GHN

DETAIL REMOVABLE FENCE POSTS AND MATERIAL TYPE

GHN

Artemas McNeil, M.D.
Lot 402
3834 14 Mile Drive

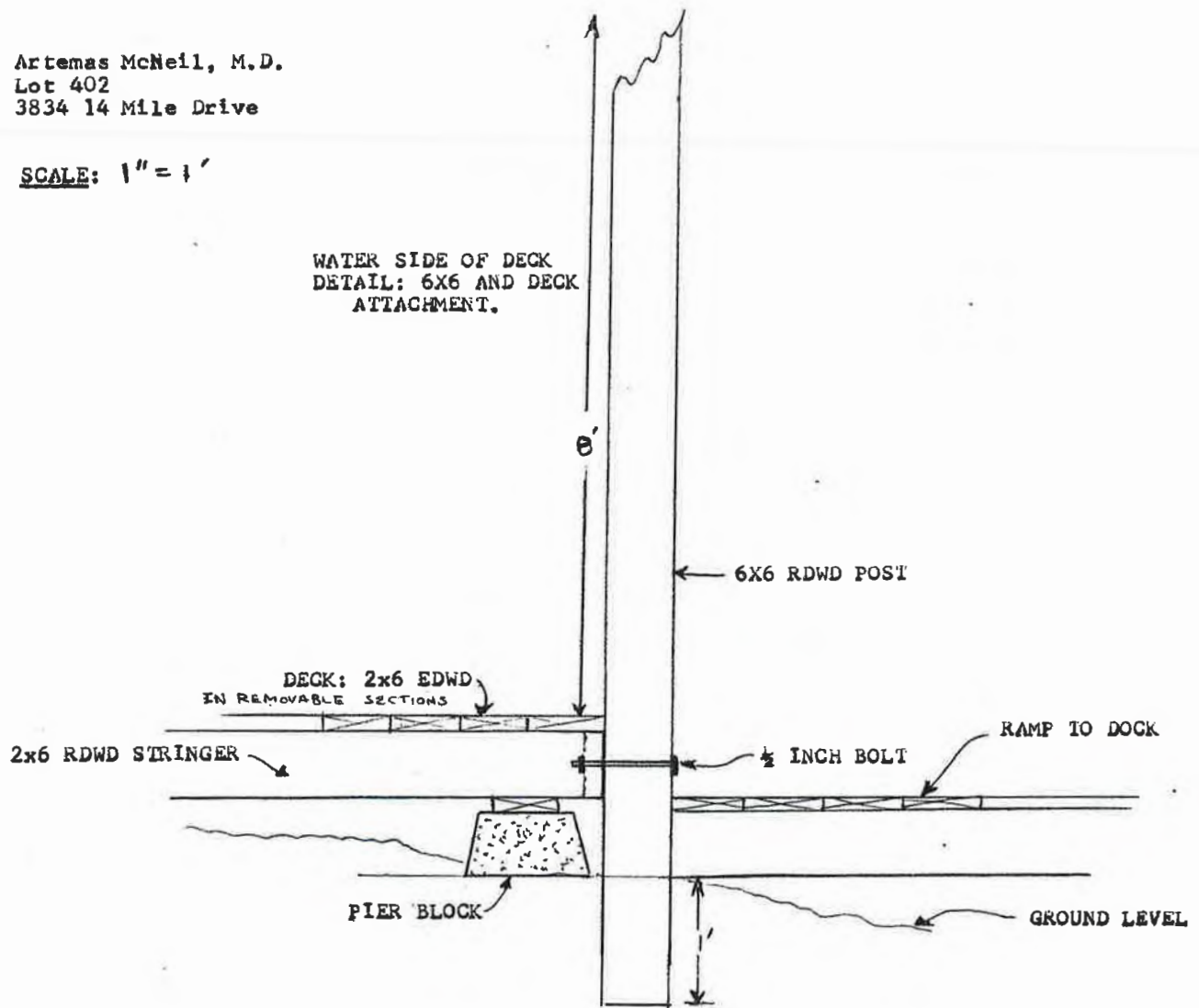
SCALE: 1" = 1'



Artemas McNeil, M.D.
Lot 402
3834 14 Mile Drive

SCALE: 1" = 1'

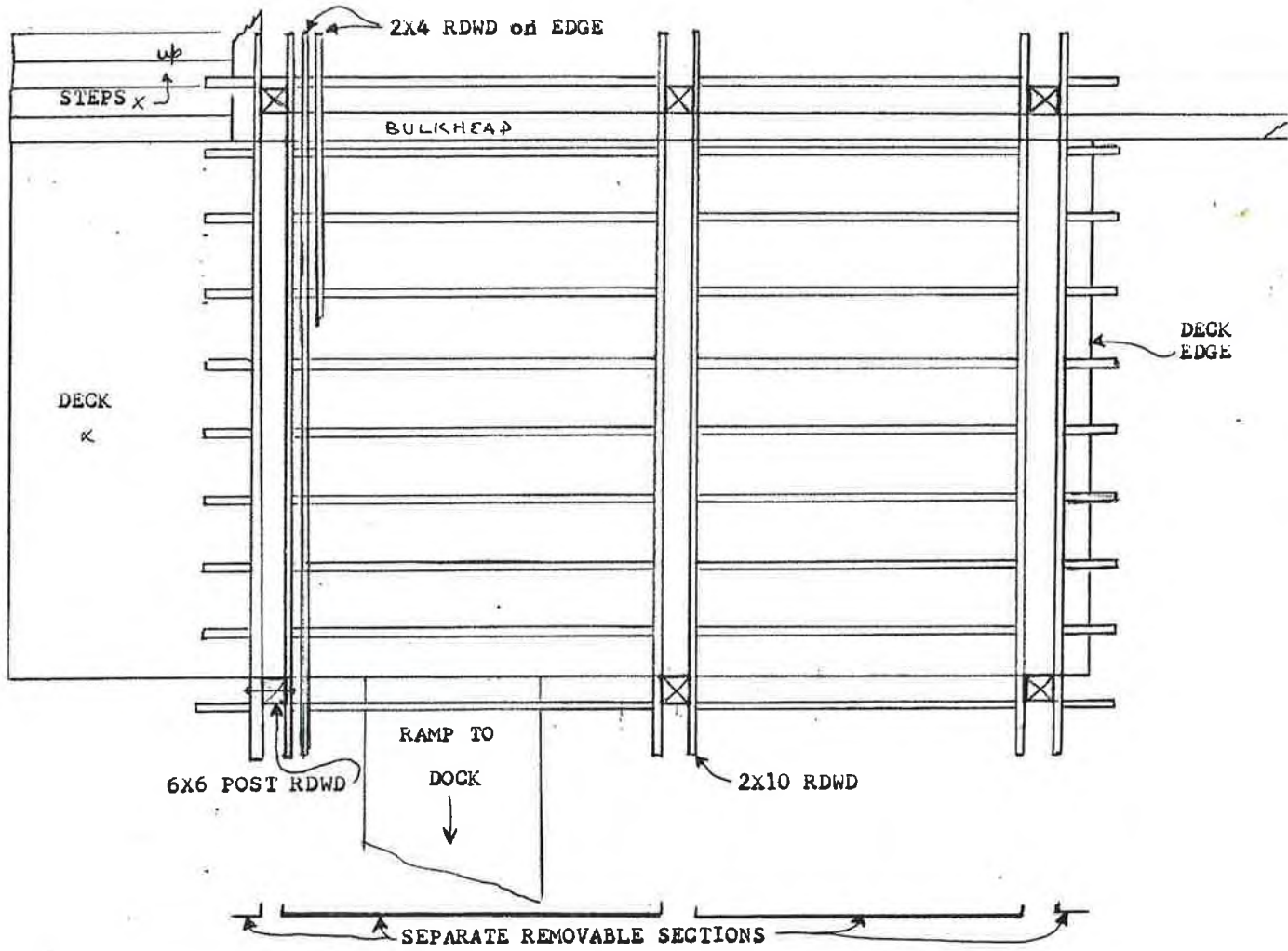
WATER SIDE OF DECK
DETAIL: 6X6 AND DECK
ATTACHMENT.



LOT 402
3834 14 Mile Drive

SCALE: 1" = 2.5'

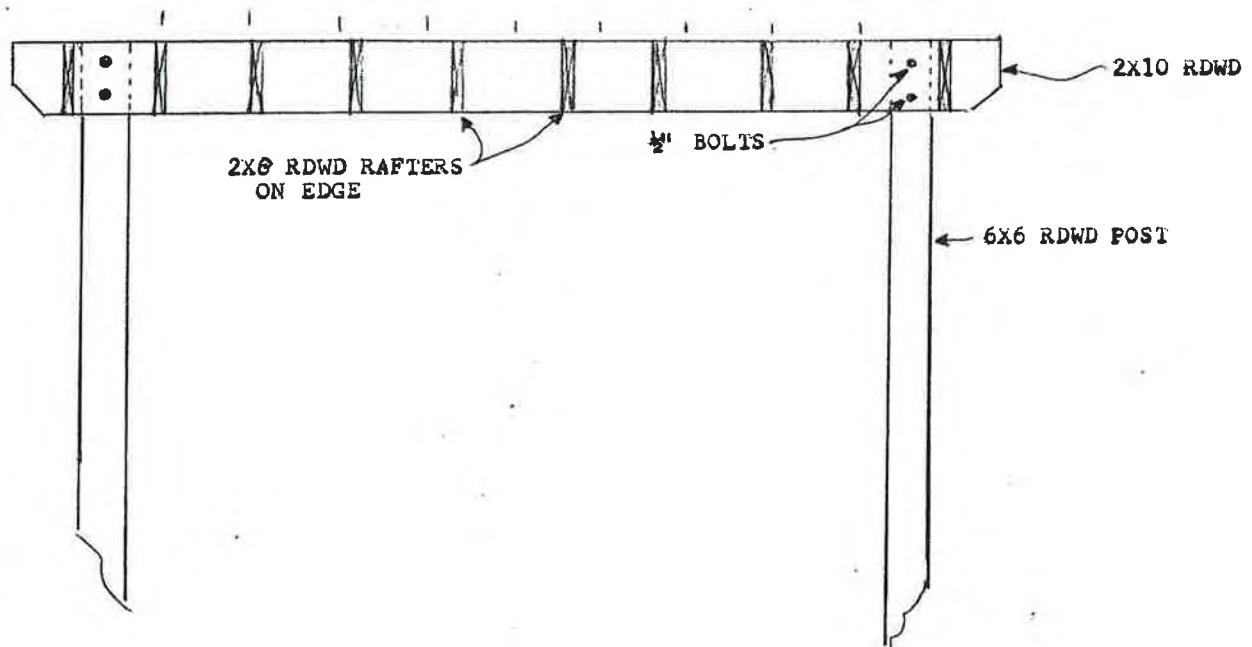
OVERHEAD VIEW
DECK SUNSCREEN FRAMING



Artemas McNeil, M.D.
Lot 402
3834 14 Mile Drive

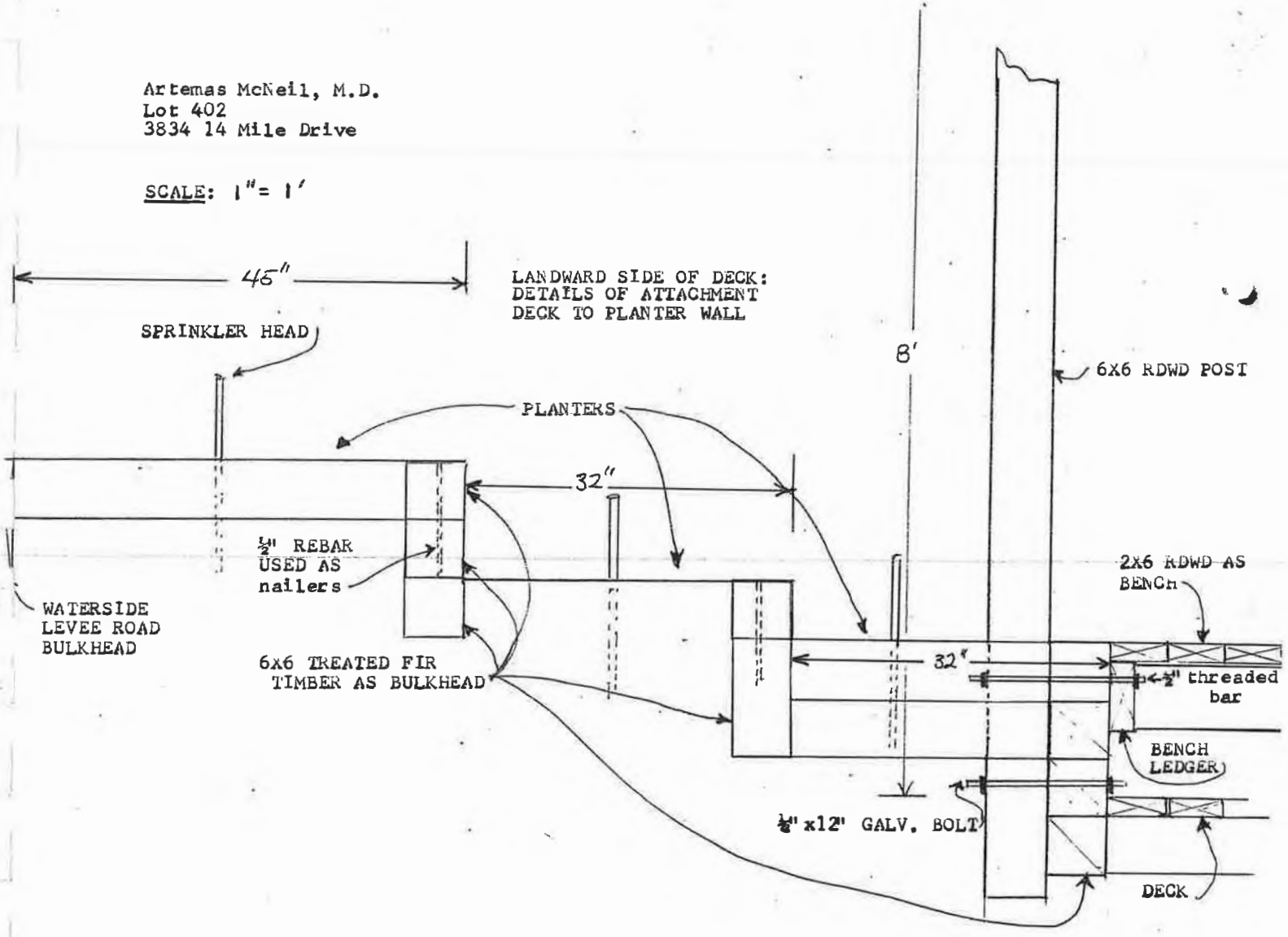
SCALE: 1" = 2'

SIDE VIEW: MAJOR SUN SCREEN RAFTER
RELATIONSHIP TO 6X6 POSTS



Artemas McNeil, M.D.
Lot 402
3834 14 Mile Drive

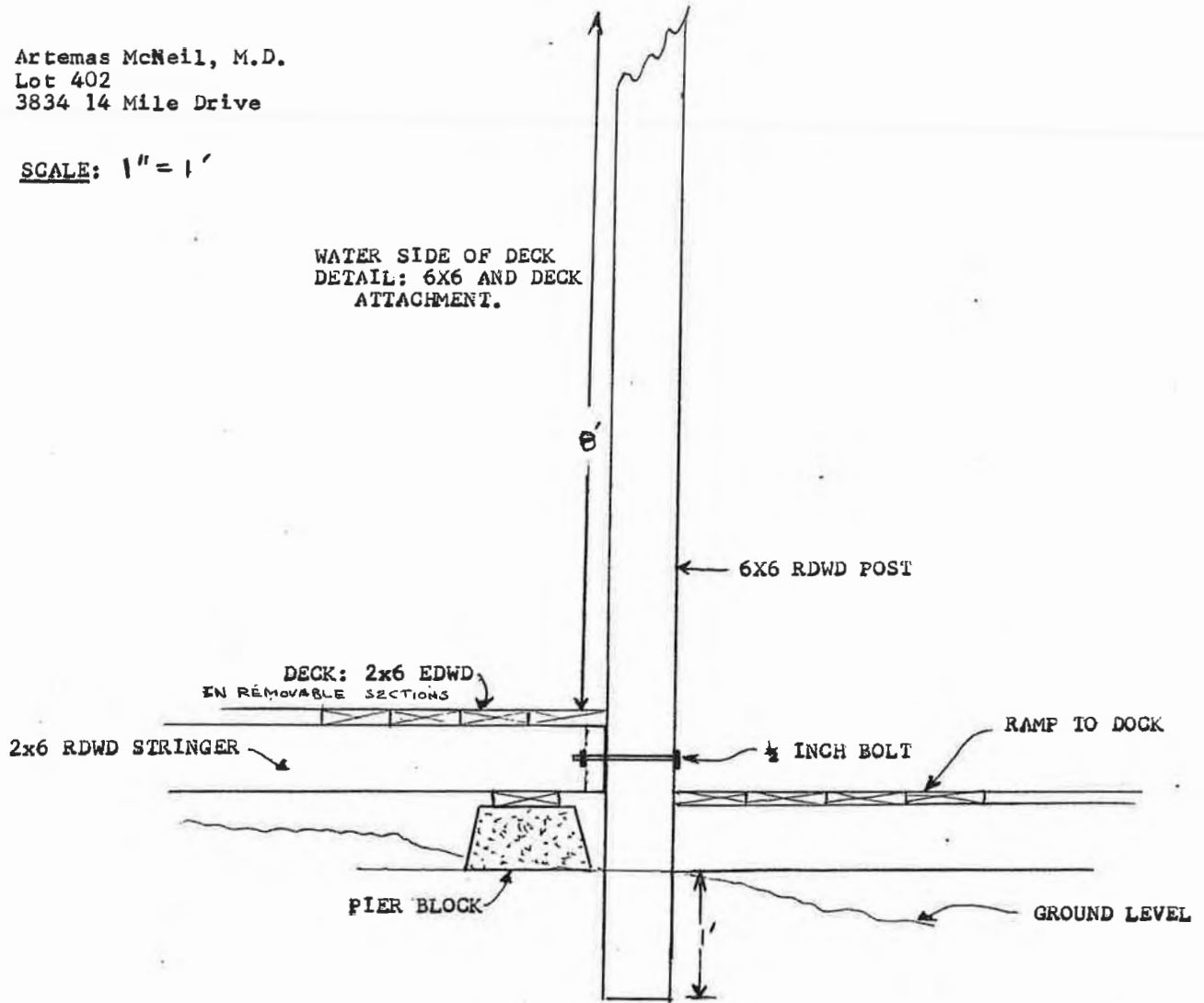
SCALE: 1" = 1'



Artemas McNeil, M.D.
Lot 402
3834 14 Mile Drive

SCALE: 1" = 1'

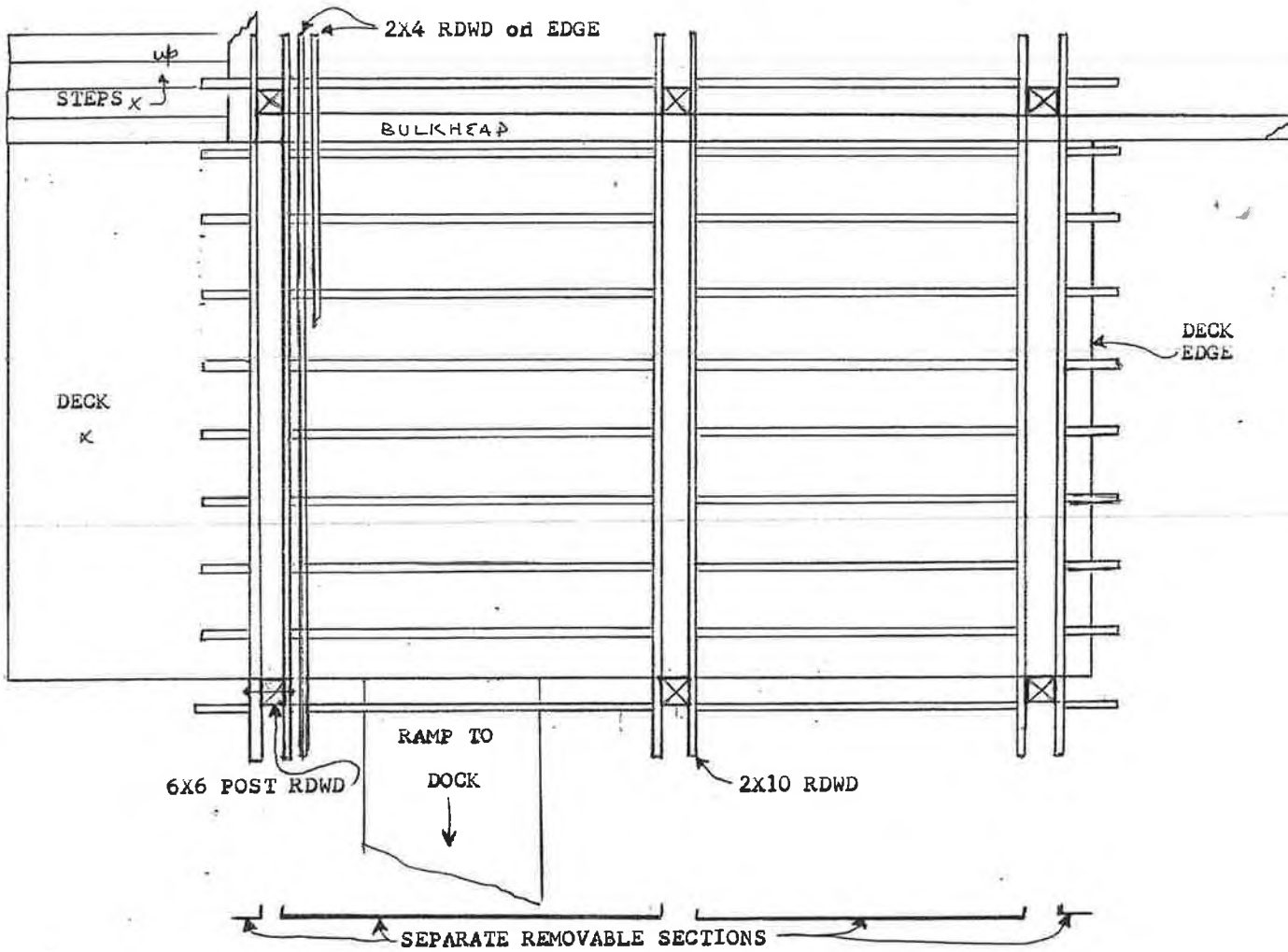
WATER SIDE OF DECK
DETAIL: 6X6 AND DECK
ATTACHMENT.



Lot 402
3834 14 Mile Drive

SCALE: 1" = 2.5'

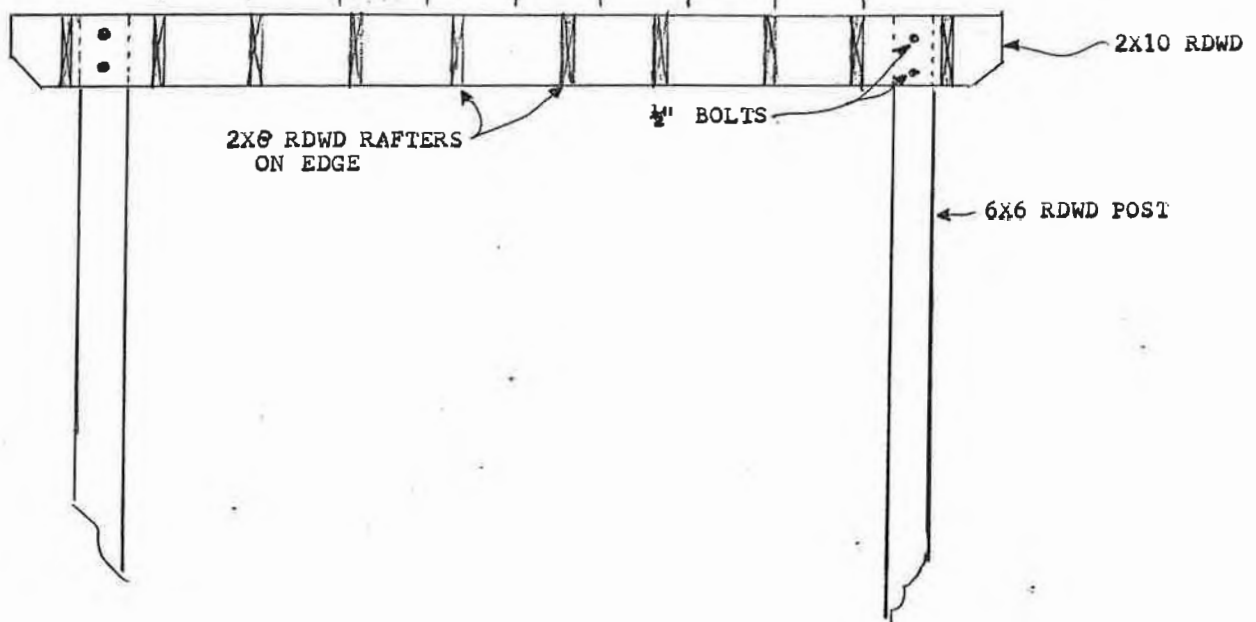
OVERHEAD VIEW
DECK SUNSCREEN FRAMING



Artemas McNeil, M.D.
Lot 402
3834 14 Mile Drive

SCALE: 1" = 2'

SIDE VIEW: MAJOR SUN SCREEN RAFTER
RELATIONSHIP TO 6X6 POSTS



MEMORANDUM
SABAN EKSTERNAL
NOVEMBER 1967

12 8 9

1. PENDAHULUAN

2. TUJUAN DAN SASARAN

3. METODE PENELITIAN

4. HASIL PENELITIAN

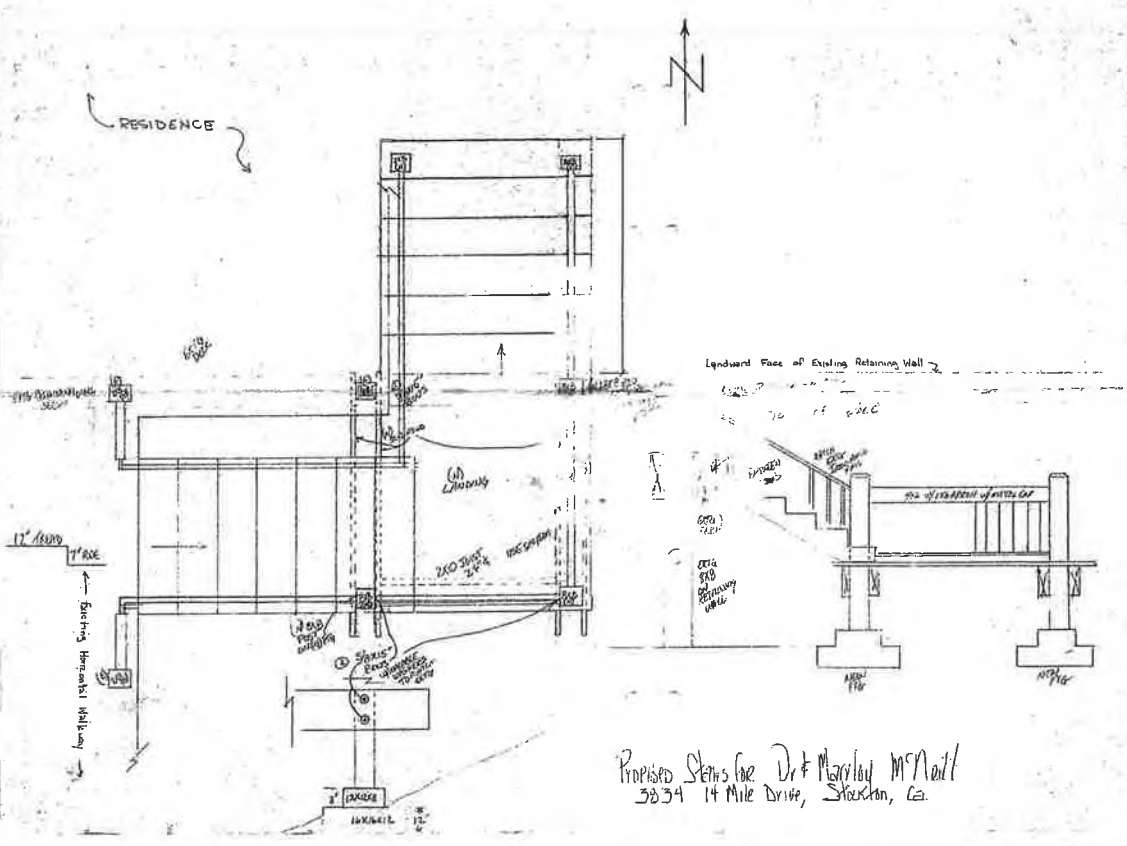
5. PEMBAHASAN

6. PENUTUP

7. DAFTAR PUSTAKA

8. LAMPIRAN

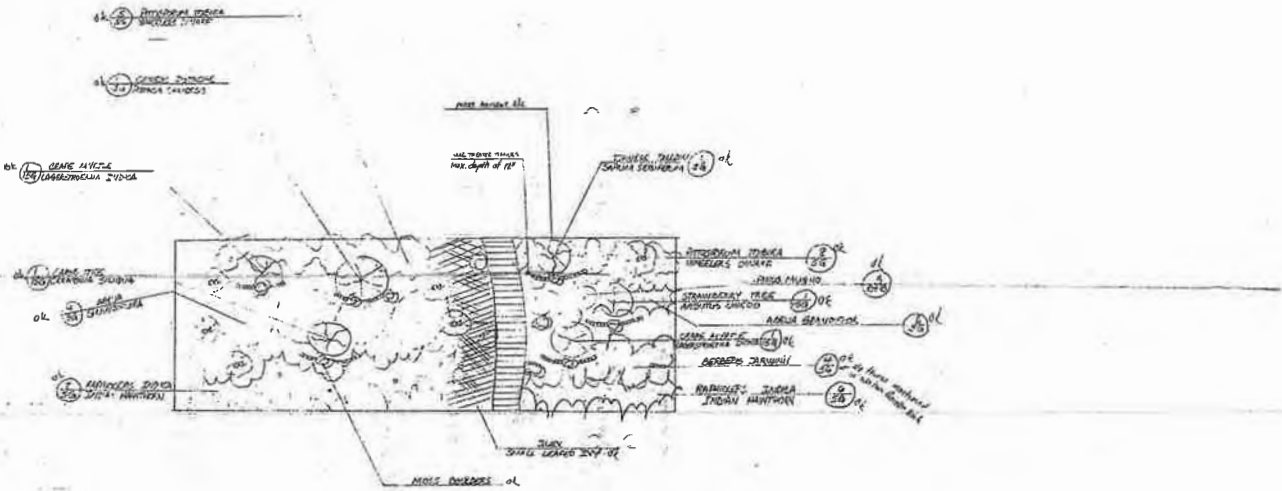




Proposed Steps for Dr. Marilyn McNeill
 3834 14 Mile Drive, Starkton, Ga.

MR. NEILL RESIDENCE
3834 PALMVIEW AVENUE
STOCKTON, CA 95210

1" = 8' 0"

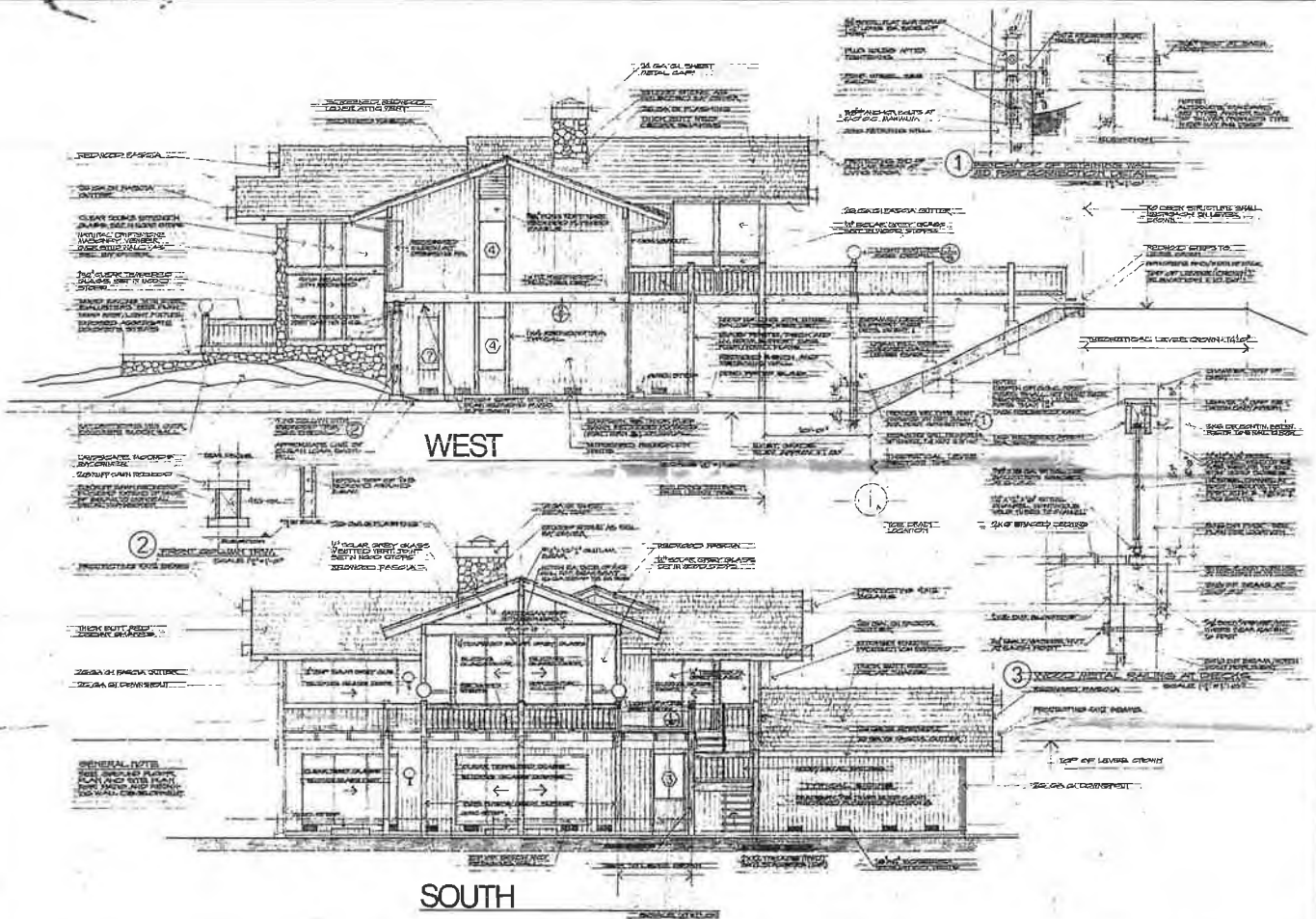


GENERAL RECORD
SOUTH BAY AREA
STATION CA 10418

1" = 80'



McNeil
Submitted
1/1/81



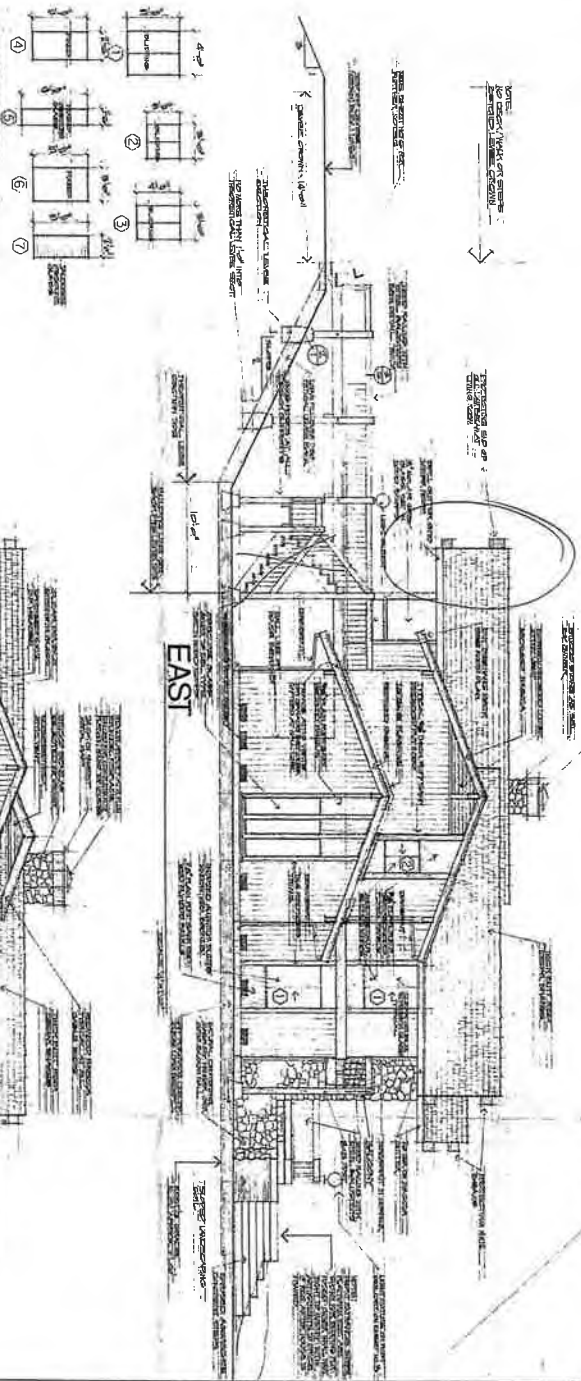
EXTERIOR ELEVATIONS

DESIGNED BY:
 ROBERT R. MACHADO
 ARCHITECT
 1115 W. 14TH STREET
 STOCKTON, CALIF.

MR. & MRS. A. L. MCNEILL RESIDENCE
 LOT NO. 402, LINCOLN VILLAGE WEST UNIT NO. 7
 STOCKTON, CALIF.

6

NOTES:
 1. SEE ARCHITECT'S GENERAL NOTES
 2. SEE ARCHITECT'S GENERAL NOTES



ALL WINDOWS AND DOORS TO BE INSTALLED AS SHOWN. ALL WINDOWS TO BE DOUBLE GLAZED UNLESS OTHERWISE NOTED. ALL DOORS TO BE 1 1/2\"/>

RESISTANCE TO AIR AND WATER PENETRATION AS SHOWN. ALL ROOFING TO BE AS SHOWN. ALL ROOFING TO BE AS SHOWN.

EXTERIOR FINISHES
 EXTERIOR WALLS: BRICK, 8\"/>

EXTERIOR ELEVATIONS

NORTH

EAST

5

MR. + MRS. A.L. MCNEILL RESIDENCE

LOT NO. 402 LINCOLN VILLAGE/WEST UNIT NO.7 STOCKTON, CALIF.

DESIGNED BY:
 ROBERT K. MACHADO
 1240 CHURCH ST. STOCKTON
 PH. 151 626 0527

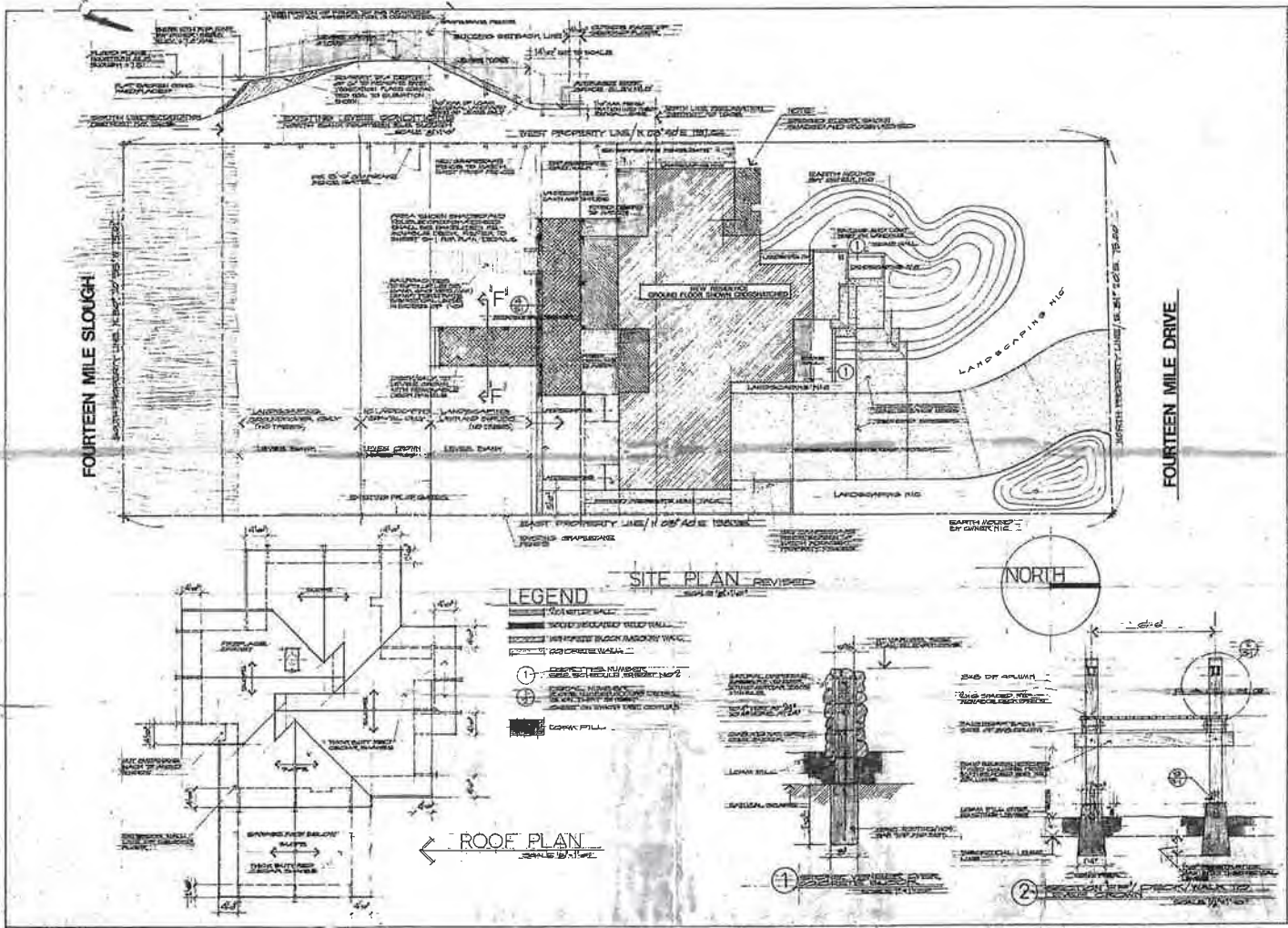




DATE: 10/12/04
DRAWN BY: ROBERT R. WACHS
DESIGNED BY: MR. & MRS. A.L. MCNEILL
PROJECT NO. 0411-1270

MR. & MRS. A.L. MCNEILL RESIDENCE
LOT NO. 422 LINCOLN VILLAGE/WEST UNIT NO. 7
STOCKTON, CALIF.

1



Letters of Correspondence

Exhibit J

FILE MEMORANDUM

November 6, 2017

To: Butterfield + Co.
JMEEK Agribusiness Management

Subject: Reclamation District 1608 – Lincoln Village West (RD1608)

Project: Request for Proposal for Accounting Services

From: Christopher H. Neudeck, District Engineer

RD 1608 is seeking to hire an Accountant to

Prepare the financial statements for RD 1608, which comprise the annual and interim statement of assets, liabilities and equity – modified cash basis and the related statement of revenue and expenses by project – on a modified cash basis for the year ending June 30, 20__, and perform a compilation engagement with respect to those financial statements.

The supplementary information will be compiled from information that is the representation of RD 1608 management. Accountant will not audit or review the supplementary information. The financial statements will be presented in the prescribed form in accordance with the requirements of the Board of Trustees of Reclamation District No. 1608 on a monthly basis at their regularly scheduled Board Meeting held on the 1st Wednesday of the month at 8:00 AM at the offices of Neumiller & Beardslee at 509 W. Weber Ave 5th Floor.

Accountant will assist RD 1608 in adjusting the books of accounts with the objective that RD 1608 will be able to prepare a working trial balance from which financial statements can be prepared.

The objective of Accountant's engagement is to:

- a. Prepare financial statements in accordance with the modified cash basis of accounting based on information provided by RD 1608 and
- b. Apply accounting and financial reporting expertise to assist RD 1608 in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

Accountant will conduct the compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional



competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

RD 1608 has provided the following documents to assist you in the development of your proposal:

1. Reclamation District No. 1608 – Final Claim -Delta Levee Subventions Program for Fiscal Year 2016-2017. Displays levee related expenses for entire Fiscal Year. (**Under Separate Cover**)
2. RD 1608 Financial Statements and Independent Auditors Report



Auditor's Report
for Year Ended June

3. RD 1608 Adopted Budget Fiscal Year 2017-18.



1151324_2.pdf

RD 1608 requests that you express your proposal in the form of hourly rates of those to be assigned to RD 1608's account and the anticipated monthly charges after looking at the District's typical financial transactions. Please contact Jean Knight with Neumiller & Beardslee at 209-948-8200 to inspect RD 1608's routine financial transactions in greater detail if you wish to do so at Neumiller & Beardslee at 509 W. Weber Ave 5th Floor.

Please prepare and submit your proposal to this office attention Christopher H. Neudeck, District Engineer by 4:00 PM Monday, November 27, 2018.

Exhibit K

Chris Neudeck

From: Chris Neudeck
Sent: Tuesday, November 7, 2017 6:25 AM
To: John Meek; Perla Tzintzun-Garibay
Cc: Schroeder, Dan; Jean L. Knight (jknight@neumiller.com)
Subject: 181106_Acct_Bkeeper_RFP.pdf
Attachments: 181106_Acct_Bkeeper_RFP.pdf

John & Perla,

Reclamation District No.1608 - Lincoln Village West has asked that I seek proposals from both of you for their consideration to have one of you take over the financial accounting for the District. Currently Jean Knight of Neumiller & Beardslee is preparing the monthly financial reports and paying the bills and payroll and the District is now seeking one of you to take over for Jean, assuming all of her financial reporting responsibilities including the preparation of more detailed financial report of RD 1608's expenses. Joe Bryson, RD 1608's superintendent performs his duties and has multiple purchases on a monthly bases that must be coded and properly accounted for particularly when it comes to claiming those expenses thru the State Levee Subventions Program. Please review the attached Request for Proposal (RFP) and call me if you have any questions. As stated in the attached RFP Jean and I will be available for any record review or questions.

I will be sending under separate cover RD 1608's Final Claim for FY 2016-17 for your review and consideration as it relates to levee related expenses for this past year.



Christopher H. Neudeck, P.E.
Vice President

711 N. Pershing Ave. Stockton CA 95203
209 946-0268 | fax: 209 946-0296 |
cneudeck@ksninc.com | <https://www.ksninc.com>

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RECLAMATION DISTRICT 1608
ADOPTED BUDGET FOR FISCAL YEAR 2017-2018

	<u>2017-2018</u>
OPERATIONS & MAINTENANCE EXPENSES	
LEVEE SUPERINTENDENT	\$ 70,500
PART TIME EMPLOYEES	23,000
PAYROLL TAXES AND EXPENSES	12,000
FENCES & GATES	25,000
LOCKS & SIGNS	1,500
WEED AND RODENT CONTROL & CLEANUP	14,000
LEVEE REPAIR FUND (General Operations & Maintenance)	65,000
LEVEE REPAIR FUND (Levee Capital Improvement Projects)	200,000
SPECIAL PROJECTS (Sediment Removal Project)	0
PUMP SYSTEM MAINTENANCE	1,000
WIRELESS SERVICES (Cell and Mobile Computer)	1,800
EMERGENCY EQUIPMENT & SUPPLIES	1,000
GARBAGE SERVICE	3,000
DISTRICT VEHICLE (Fuel, Maintenance & Repairs)	6,000
	<u>\$ 423,800</u>
GENERAL EXPENSES	
TRUSTEE FEES	\$ 6,000
SECRETARY FEES	10,000
OFFICE EXPENSES (includes storage facility)	1,000
GENERAL LEGAL	55,000
AUDIT	4,000
COUNTY ADMINISTRATION COSTS	7,250
LIABILITY INSURANCE	6,000
WORKERS COMPENSATION INSURANCE	13,000
AUTOMOBILE INSURANCE	2,400
ELECTION COSTS	31,500
NEWSLETTER & PUBLIC COMMUNICATIONS	10,000
	<u>\$ 146,150</u>
ENGINEERING EXPENSES	
GENERAL ENGINEERING	\$ 15,500
PLAN REVIEW ENGINEERING	20,000
ADMINISTRATION OF DELTA LEVEE SUBVENTIONS PROGRAM	25,500
PERIODIC LEVEE PROPERTY INSPECTIONS AND SURVEYS	25,000
ROUTINE LEVEE MAINTENANCE CONSULTATION	7,500
ENGINEERING, MGMNT & INSPECTION OF CAPITAL IMP. PROJECTS	52,500
FEMA LOMR PREPARATION	17,000
ASSESSMENT ENGINEERING	5,800
SEDIMENT REMOVAL PROJECT	468,000
	<u>\$ 636,800</u>
WARRANT INTEREST EXPENSE	
WARRANT INTEREST EXPENSE	\$ <u>0</u>
TOTAL EXPENSES	\$ <u>1,206,750</u>

RECLAMATION DISTRICT 1608
ADOPTED BUDGET FOR FISCAL YEAR 2017-2018

INCOME

PROPERTY TAXES	\$ 204,020
INTEREST INCOME	9,500
ASSESSMENTS	298,000
SUBVENTION REIMBURSEMENT	348,298
REVENUE FROM RESERVES	400,000
OTHER REIMBURSABLE EXPENSES	22,000
TOTAL INCOME	<u>\$ 1,281,818</u>

NET INCOME 75,068

EXCESS OF REVENUE OVER EXPENDITURES (SHORTAGE) \$ 75,068

RESERVES

Capital Improvement Reserve	\$ 500,000
Board-designated Reserve	\$ 900,000
Cash on Hand (Exclusive of Reserves as of July1, 2017)	\$ 530,012
Payroll Account Balance (as of July 1, 2017)	\$ 29,418
TOTAL CASH RESERVE (as of July 1, 2017)	<u>\$ 1,959,430</u>

RECLAMATION DISTRICT No. 1608

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT**

JUNE 30, 2016



CROCE, SANGUINETTI, & VANDER VEEN

CERTIFIED PUBLIC ACCOUNTANTS

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CROCE, SANGUINETTI, & VANDER VEEN

CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditors' Report

To the Board of Trustees
Reclamation District No. 1608

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of **Reclamation District No. 1608** (the District) as of and for the year ended June 30, 2016 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of **Reclamation District No. 1608** as of June 30, 2016, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

The District has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Accounting principles generally accepted in the United States of America require that the statement of revenues, expenditures and changes in fund balance - budget and actual - governmental funds on pages 16 through 17 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplemental information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Croce, Sanguinetti, & Vander Veen, Inc.

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants
Stockton, California
October 25, 2016

RECLAMATION DISTRICT NO. 1608

Statement of Net Position

June 30, 2016

	<u>Governmental activities</u>
Assets	
Cash and cash equivalents	\$ 1,820,059
State assistance receivable - subventions	213,758
Prepaid insurance	3,406
Capital assets, net of accumulated depreciation of \$72,399	<u>35,421</u>
Total assets	<u>2,072,644</u>
Deferred outflows of resources	<u>-</u>
Liabilities	
Accounts payable	4,918
Payroll liabilities	<u>6,910</u>
Total liabilities	<u>11,828</u>
Deferred inflows of resources	<u>-</u>
Net position	
Net investment in capital assets	35,421
Unrestricted	<u>2,025,395</u>
Total net position	<u>\$ 2,060,816</u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 1608

Statement of Activities

For the year ended June 30, 2016

	<u>Expenses</u>	<u>Program revenues</u> <u>Operating grants and contributions</u>	<u>Net (expenses) revenues and changes in net position</u>
Governmental activities			
Operations	\$ 598,703	\$ 144,223	\$ <u>(454,480)</u>
Net program (expenses) revenues			<u>(454,480)</u>
General revenues			
Assessments			306,280
Property taxes			194,588
Interest			<u>8,910</u>
Total general revenues			<u>509,778</u>
Change in net position			55,298
Net position, beginning of year			<u>2,005,518</u>
Net position, end of year			<u>\$ 2,060,816</u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 1608
Balance Sheet - Governmental Funds

June 30, 2016

	<u>General Fund</u>
Assets	
Assets	
Cash and cash equivalents	\$ 1,820,059
Prepaid insurance	<u>3,406</u>
Total assets	<u>\$ 1,823,465</u>

Liabilities and Fund Balance

Liabilities	
Accounts payable	\$ 4,918
Payroll liabilities	<u>6,910</u>
Total liabilities	<u>11,828</u>
Fund balance	
Nonspendable:	
Prepaid insurance	3,406
Assigned to emergency repair projects	900,000
Assigned to capital improvement	500,000
Unassigned	<u>408,231</u>
Total fund balance	<u>1,811,637</u>
Total liabilities and fund balance	<u>\$ 1,823,465</u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 1608

**Reconciliation of the Governmental Funds
Balance Sheet to the Statement of Net Position**

June 30, 2016

Total fund balance - governmental funds **\$ 1,811,637**

Amounts reported for governmental activities in the statement of net position are different from those reported in the governmental funds because of the following:

State assistance receivable are not available to pay current period expenditures and, therefore, not reported in the governmental funds balance sheet. 213,758

Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet.

Capital assets	\$ 107,820	
Less accumulated depreciation	<u>(72,399)</u>	
	<u>\$ 35,421</u>	<u>35,421</u>

Net position of governmental activities **\$ 2,060,816**

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 1608

Statement of Revenues, Expenditures and Changes
in Fund Balance - Governmental Funds

For the year ended June 30, 2016

	<u>General fund</u>
Revenues	
Assessments	\$ 306,280
Property taxes	194,588
Interest	8,910
Total revenues	<u>509,778</u>
Expenditures	
Engineering	247,873
Repairs and maintenance	117,201
Salaries and wages/auto allowance	69,740
Legal and accounting fees	43,941
Levee repairs and maintenance	25,319
Special projects	18,114
Weed control	16,560
Insurance	14,388
Public relations	9,373
Secretary fees	7,620
Payroll taxes	7,174
Trustee fees	4,600
County tax administration	3,674
County office expense	3,330
Office expense	862
Storage	800
Utilities	138
Miscellaneous	35
Total expenditures	<u>590,742</u>
Net change in fund balance	(80,964)
Fund balance, beginning of year	<u>1,892,601</u>
Fund balance, end of year	<u>\$ 1,811,637</u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 1608

**Reconciliation of the Statement of Revenues,
Expenditures and Changes in Fund Balance -
Governmental Funds to the Statement of Activities**

For the year ended June 30, 2016

Net change in fund balance - governmental funds \$ (80,964)

Amounts reported for governmental activities in the statement of activities are different because:

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds until such time as they are considered a current financial resource.

144,223

Depreciation expense related to capital assets is recognized in the statement of activities, but is not reported in the funds.

(7,961)

Change in net position of governmental activities

\$ 55,298

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 1608

Notes to Financial Statements

June 30, 2016

Note A - Summary of Significant Accounting Policies

This summary of significant accounting policies of Reclamation District No. 1608 (the District) is presented to assist in understanding the District's financial statements.

Description of the reporting entity

The District was formed in 1914 under Section 50000 et. seq. of Division 15 of the California State Water Code to provide drainage, irrigation and complete reclamation of lands within District boundaries. It is governed by a three-member board of trustees, each elected by the landowners to a four-year term.

District management considered all potential component units for inclusion in the reporting entity by applying the criteria set forth in accounting principles generally accepted in the United States of America. The District concluded that there are no potential component units which should be included in the reporting entity.

Government-wide financial statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the activity of the primary government.

The statement of activities demonstrates the degree to which direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes, assessments, and other receipts not classified as program revenues are presented as general revenues.

Fund financial statements

The fund financial statements provide information about the District's funds. The District has one type of fund (governmental), which is comprised of one major fund as follows:

General fund - This fund is established to account for resources devoted to financing the general services that the District performs. Property taxes, assessments and other sources of revenue used to finance the fundamental operations of the District are included in this fund. This fund is charged with all costs of operating the District for which a separate fund has not been established.

(Continued)

RECLAMATION DISTRICT NO. 1608

Notes to Financial Statements

June 30, 2016

Note A - Summary of Significant Accounting Policies (Continued)

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period and apply to the current fiscal period. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures to the extent that they have matured.

Assessments and state assistance are considered to be susceptible to accrual and, therefore, have been recognized as revenues provided they were collected within 60 days of the end of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

Budgetary accounting

The District does not adopt an appropriated budget and is not required to adopt such a budget by law. However, the District does adopt a non-appropriated budget annually, which is approved by the Board of Trustees.

Cash and cash equivalents

For the purpose of financial reporting "cash and cash equivalents" includes all demand and savings accounts and certificates of deposit or short-term investments with an original maturity of three months or less.

Capital assets

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. The District's policy is to capitalize all assets with costs exceeding certain minimum thresholds and with useful lives exceeding two years. The District has elected not to retroactively capitalize infrastructure capital assets acquired prior to July 1, 2003, as allowed by GASB Statement No. 34.

(Continued)

RECLAMATION DISTRICT NO. 1608

Notes to Financial Statements

June 30, 2016

Note A - Summary of Significant Accounting Policies (Continued)

GASB Statement No. 34 requires that all capital assets with limited useful lives be depreciated over their estimated useful lives. Depreciation has been provided on capital assets and is charged as an expense against operations each year. The total amount of depreciation taken over the years is reported on the balance sheet as a reduction in the book value of capital assets.

Depreciation is provided using the straight-line method which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The District has assigned the useful lives listed below to capital assets.

Buildings and structures	20 years
Improvements	20 years
Equipment	7-10 years
Vehicles	5 years

Major outlays for capital assets and improvements are capitalized as projects are constructed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Long-lived assets

Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the fair value of the asset. Long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less costs to sell.

Net position

Equity in the financial statements is classified as net position and displayed in three components as follows:

- a. Net investment in capital assets - Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any borrowings that are attributable to the acquisition, construction or improvement of those assets.
- b. Restricted - Consists of restricted assets reduced by liabilities and deferred inflows of resources related to these assets.

(Continued)

RECLAMATION DISTRICT NO. 1608

Notes to Financial Statements

June 30, 2016

Note A - Summary of Significant Accounting Policies (Continued)

- c. Unrestricted - Amounts not required to be reported in the other components of net position.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund balance

In the fund financial statements, fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the District is bound to honor constraints on the specific purpose for which amounts in the funds can be spent. Fund balance is reported in five components: nonspendable, restricted, committed, assigned and unassigned.

Nonspendable - Amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact.

Restricted - Amounts constrained regarding use from restrictions externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or by restrictions imposed by law through constitutional provisions or enabling legislation.

Committed - Amounts constrained regarding use for specific purposes pursuant to requirements imposed by formal action of the District's highest level of decision making authority.

Assigned - Amounts constrained by the District's intent to be used for specific purposes, but are neither restricted nor committed. The authority for assigning fund balance is expressed by the Board of Trustees, District manager or their designee.

Unassigned - Amounts that have not been restricted, committed or assigned to specific purposes within the general fund. The general fund is the only fund that reports a positive unassigned fund balance amount. Other governmental funds besides the general fund can only report a negative unassigned fund balance amount.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources (committed, assigned and unassigned) as they are needed. When unrestricted resources (committed, assigned and unassigned) are available for use it is the District's policy to use committed resources first, then assigned, and then unassigned as they are needed.

(Continued)

RECLAMATION DISTRICT NO. 1608

Notes to Financial Statements

June 30, 2016

Note A - Summary of Significant Accounting Policies (Continued)

Assessments

Assessments are levied at the discretion of the Board of Trustees. The assessments are approved by a vote of the land owners pursuant to the requirements of the California Constitution Article XIII.C and XIII.D.

Property taxes

Property taxes were levied January 1, 2015, and were payable in two installments on December 10, 2015 and April 10, 2016. The County of San Joaquin bills and collects property taxes on behalf of the District.

Demand warrants

The District is authorized under the California State Water Code to issue demand warrants.

Estimates

The preparation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

The state assistance receivable in the amount of \$213,758 as reported on the statement of net position as of June 30, 2016 represents management's estimates of reimbursable state assistance for subvention eligible expenses relative to the fiscal years ended June 30, 2015 and 2016. Although considerable variability is inherent in this estimate, management believes that the accruals for state assistance receivable are adequate.

Note B - Cash and Cash Equivalents

Cash and cash equivalents of the District as of June 30, 2016, consist of the following:

	<u>Carrying amount</u>	<u>Bank balance</u>	<u>Fair value</u>
Deposits			
Insured (FDIC)	<u>\$ 22,108</u>	<u>\$ 22,108</u>	
Investments in external investment pool			
San Joaquin County Treasurer	<u>\$ 1,797,951</u>		<u>\$ 1,797,951</u>

(Continued)

RECLAMATION DISTRICT NO. 1608

Notes to Financial Statements

June 30, 2016

Note B - Cash and Cash Equivalents (Continued)

Cash on deposit in commercial accounts is insured by the Federal Deposit Insurance Corporation. Cash held by the San Joaquin County Treasury is pooled with other County deposits for investment purposes by the County Treasurer in accordance with the investment policy of the County Treasurer (see County Treasurer's investment policy at <http://www.sjgov.org/treasurer/>). The Pool has established a treasury oversight committee to monitor and review the management of public funds maintained in the Pool. Participants' equity in the investment pool is determined by the dollar amount of the participant deposits, adjusted for withdrawals and distributed investment income. Investment income is prorated to individual funds based on their average daily cash balances. The value of the District shares in the Pool, which may be withdrawn, is determined on an amortized cost basis, which is different than the fair value of the District's position in the Pool. The District's investment in the Pool is unrated, stated at amortized cost which approximates fair value, available upon demand and considered cash equivalents. The District does not maintain a formal investment policy.

Note C - Capital Assets

Capital asset activity for the year ended June 30, 2016 is as follows:

	<u>Balance</u> <u>July 1, 2015</u>	<u>Additions</u>	<u>Disposals</u>	<u>Balance</u> <u>June 30, 2016</u>
Depreciable capital assets				
Buildings and structures	\$ 22,897	\$ -	\$ -	\$ 22,897
Improvements	46,634	-	-	46,634
Equipment	10,970	-	-	10,970
Vehicles	<u>27,319</u>	<u>-</u>	<u>-</u>	<u>27,319</u>
Total depreciable capital assets	107,820	-	-	107,820
Less accumulated depreciation	<u>(64,438)</u>	<u>(7,961)</u>	<u>-</u>	<u>(72,399)</u>
Total depreciable capital assets, net	<u>43,382</u>	<u>(7,961)</u>	<u>-</u>	<u>35,421</u>
Total capital assets, net	<u>\$ 43,382</u>	<u>\$ (7,961)</u>	<u>\$ -</u>	<u>\$ 35,421</u>

Note D - State Assistance

The District is participating in the California Delta Levee Subventions Program (AB-360). This program provides state financial assistance to local agencies responsible for maintenance of nonproject levees.

RECLAMATION DISTRICT NO. 1608

Notes to Financial Statements

June 30, 2016

Note E - Insurance

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. In order to insure for risks of loss, the District purchases insurance through commercial insurance carriers. As of June 30, 2016, the District's insurance coverage includes general liability insurance with liability limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and commercial excess coverage with liability limits of \$3,000,000 per occurrence and \$3,000,000 in the aggregate.

Note F - Governing Board

As of June 30, 2016, the three members of the District's Board of Trustees were as follows:

<u>Trustee</u>	<u>Term expires</u>
Drew Meyers	December 2017
Michael Panzer	December 2019
Brett Tholborn	December 2019

REQUIRED SUPPLEMENTAL INFORMATION

RECLAMATION DISTRICT NO. 1608

**Statement of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual -
Governmental Funds**

Year ended June 30, 2016

	General fund		
	Budgeted amounts <u>original/final</u>	Actual amounts	Variance with final budget positive/ (negative)
Revenues			
Assessments	\$ 298,000	\$ 306,280	\$ 8,280
Property taxes	200,000	194,588	(5,412)
Interest	<u>5,000</u>	<u>8,910</u>	<u>3,910</u>
Total revenues	<u>503,000</u>	<u>509,778</u>	<u>6,778</u>
Expenditures			
Engineering	86,500	247,873	(161,373)
Repairs and maintenance	27,500	117,201	(89,701)
Salaries and wages/auto allowance	60,328	69,740	(9,412)
Legal and accounting fees	58,000	43,941	14,059
Levee repairs and maintenance	125,000	25,319	99,681
Special projects	30,000	18,114	11,886
Weed control	15,000	16,560	(1,560)
Insurance	18,200	14,388	3,812
Public relations	9,000	9,373	(373)
Secretary fees	8,000	7,620	380
Payroll taxes	5,000	7,174	(2,174)
Trustee fees	6,000	4,600	1,400
County tax administration	3,000	3,674	(674)
County office expense	3,000	3,330	(330)
Office expense	2,750	862	1,888
Storage	-	800	(800)
Utilities	1,400	138	1,262
Election costs	3,000	-	3,000
Miscellaneous	<u>-</u>	<u>35</u>	<u>(35)</u>
Total expenditures	<u>461,678</u>	<u>590,742</u>	<u>(129,064)</u>
Net change in fund balance	41,322	(80,964)	(122,286)
Fund balance, beginning of year	<u>1,892,601</u>	<u>1,892,601</u>	<u>-</u>
Fund balance, end of year	<u>\$ 1,933,923</u>	<u>\$ 1,811,637</u>	<u>\$ (122,286)</u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 1608

Notes to Required Supplemental Information

June 30, 2016

The District prepares a budget annually which is approved by the Board of Trustees setting forth the contemplated fiscal requirements. The District's budget is maintained on the modified accrual basis of accounting. The results of operations are presented in the budget to actual schedule in accordance with the budgetary basis.

Reported budget amounts reflect the annual budget as originally adopted and the final adopted amounts. There were no amendments to the budget during the year ended June 30, 2016. The budget amounts are based on estimates of the District's expenditures and the proposed means of financing them. Actual expenditures for certain line items may vary significantly from the budget due to timing of such expenditures.

Exhibit L

JMEEK AGRIBUSINESS MANAGEMENT

John B. Meek, Jr., Proprietor

November 8, 2017

Honorable Members
Board of Trustees
Reclamation District # 1608
Lincoln Village West

Subject: Proposal for Bookkeeping Services

Dear Members of the Board of Trustees:

We are pleased to submit the following proposal for bookkeeping and record keeping services.

We propose to provide bookkeeping and record keeping services to Reclamation District 1608 ("the District") following the guidelines below:

1. **Accounts Payable:** All invoices for the District purchases or services provided to the District are to be submitted to the JMeek Agribusiness Management for payment from the District checking or County fund accounts. Invoices are to have the approval of a majority of the District trustees or their designated representative prior to payment and each invoice will contain the appropriate coding for cost accounting purposes. Accounts payable files will be maintained in our office by vendor, by fiscal year. These records will be available for review during normal business hours.

2. **Payroll:** All payroll for the District employees includes payroll taxes, tax deposits, insurance, reporting and record keeping necessary for a public entity. Paychecks will be issued routinely to comply with existing pay schedules and the needs of the District. All payroll records will be maintained in our office and be available for review during normal business hours.

Timecards will be submitted in a timely manner with appropriate coding as necessary to facilitate proper and accurate cost accounting.

3. **Other Expenses/Reimbursements:** All other expenses and or reimbursements for time, materials or services provided to the District will be submitted with substantiating documentation on a monthly basis to JMeek Agribusiness Management. Requests for reimbursement will be submitted to the District Trustees for approval and contain proper coding for cost accounting purposes prior to payment from the District fund or checking accounts.

1440 Arundel Court
Lodi, California 95242
Email: jmeek@jmeek.com

Cell: (209) 603-8567
Fax: (209) 333-8574
Home: (209) 333-8146

The record of these disbursements and the source documents will be maintained in our office by vendor, bPy fiscal year. The records will be available for review or the districts use during normal business hours.

4. **Prior Records:** The District will provide JMeek Agribusiness Management access to all prior fiscal years records and cost data.

5. **Maintain "Warrant Accounting":** Prepare and issue warrants as directed by the Trustees, provide reporting and reconciliation as needed.

6. **Reporting:** JMeek Agribusiness Management will submit monthly summary reports to the District, as well as maintaining all necessary records of payroll, cost accounting, and fund accounting required for the management of the District and for State and Federal programs for their regular monthly meeting.

7. **Budget and Reimbursement Preparation:** Preparation of annual budgets and State and Federal Levee (HMP) Program reimbursements and annual budgets will be provided on an hourly basis.

8. **Attend Meetings:** A representative of the JMeek Agribusiness Management will attend all regularly scheduled meetings of the Board of Trustees and provide financial planning, budgeting and financial and administrative counsel to the Board of Trustees.

9. **Term of Agreement:** This agreement shall be in effect on or before January 1, 2018. The District and JMeek Agribusiness Management shall have the right to terminate this agreement without cause at any time by giving thirty (30) days written notice.

10. **Fees & Charges:** JMeek Agribusiness Management will provide these services to the District under a fixed monthly fee arrangement. We will invoice the district \$2,000.00 per month for the described bookkeeping services plus the incidental costs of supplies, postage, facsimiles, copies, etc. We will provide the District with a monthly statement for our services and payment will be due upon receipt of our statement.

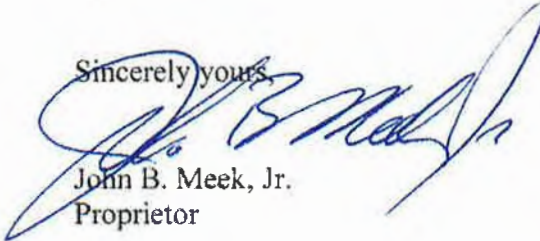
If the District desires any services not covered by this agreement, the services will be charged at an hourly rate. The current rate is \$150.00 per hour. The District shall be notified in writing of any services outside the scope of this agreement, and after being agreed to in scope, will be invoiced on a monthly basis.

The Fees and Charges will be subject to change as of June 30, 2019.

If this proposal meets with your understanding and approval, please indicate your acceptance in the space provided below. Retain one copy for your records and return the original to us. Additionally, we will need a copy of the minutes containing the resolution of the Board authorizing this agreement for our records. Should you have any questions or need additional information or clarification, please call.

Thank you in advance for the opportunity to allow JMEEK Agribusiness Management to assist you with this important matter. We look forward to working with the District now and in the future

Sincerely yours,



John B. Meek, Jr.
Proprietor

Approved and Accepted:
Reclamation District #1608

By: _____

Date: _____

JOHN B. MEEK, JR.
1440 Arundel Court
Lodi, California 95242
Office 209-333-8146 – cell 209-603-8567

PROFESSIONAL EXPERIENCE

OVERVIEW:

I do business under the name of JMeek Agribusiness Management, a sole proprietorship, whose services include farm management and consulting, financial assistance, and bookkeeping which further may include management of all financial functions, warrant issuance for Reclamation Districts, bill payment, development and management of budgets, insurance policies, warrant lines, fund accounts and the like. Monthly financial reports and budget-to-actual reports are prepared and submitted at monthly meetings or upon request for review and action by the Client.

November 2000 - Present **Proprietor JMeek Agribusiness Management, Lodi, California**

- Specialize in farm, orchards, and ranch management. Also provide management of vineyards, Delta reclamation districts, habitat management and development, bookkeeping services, crop and livestock inspections and evaluations, and limited appraisals for clients. Bookkeeping service are provided to full time clients.
- Manage three and consult for one reclamation district comprised of 12,500 acres in the Sacramento - San Joaquin Delta Region. Provide bookkeeping, annual budgets, cost analysis, labor supervision, levee maintenance, and flood fight coordination.
- Currently manage 15,790 acres of farmland in the Sacramento San Joaquin Delta that produce asparagus, field corn, small grains, safflower, sunflower, walnuts, waterfowl and upland bird hunting habitat, wetland restoration, and vineyard. Manage and consult on an additional 1,310 acres primarily in San Joaquin County that produce field and vegetable crops, wine grapes, walnuts, and cattle ranches. Experienced in the production and marketing of alfalfa, almonds, corn, cotton, cannery and market tomatoes, sugar beets, small grains, walnuts and wine grapes.
- Consult with clients owning and operating 17,100 acres of farm, orchard, ranch, vineyard, and livestock operations. Services provided included but are not limited to:
 - Assessment of agricultural properties for their best use and profitability
 - Tenant sourcing and supervision
 - Bookkeeping, crop budgeting, inspections, and yield projections for institutions and clients operating farming field crops, vegetable crops, vineyards, tree crops and livestock and dairy operations.
 - Coordinate USDA Farm Programs
 - Wetland and habitat management, maintenance, and construction

PROFESSIONAL AND VOLUNTEER AFFILIATIONS

Past Member American Society of Farm Managers and Rural Appraisers (1988-2013)
Accredited Farm Manager & Accredited Agricultural Consultant

San Joaquin County Resource Conservation District
Past Director and served as its President for over 10 years

San Joaquin Co. & Delta Water Quality Coalition
Past Executive Director of the Coalition

Resource Conservation & Development District
Past President and Director

Greater Stockton Emergency Food Bank
Past President and Director

**Agricultural Business Management, Cal Poly, San Luis Obispo
Alumni Association**

**Cascade Property Owners Association
Past President**

**Cascade Mutual Benefit Water Company
Past President and CFO**

1992 Leadership Stockton Graduate & 1998-1999 Member San Joaquin County Grand Jury

PAST PROFESSIONAL EXPERIENCE

September 1986 **Senior Associate and General Manager of the Land Management Division,
thru October 2000 the McCARTY Co., Stockton, California**

- Managed 3 farms totaling 4,400 acres that produce asparagus, field corn, small grains, safflower, sunflower, hunting habitat, and wetland restoration. An additional 12,060 acres were managed for the Department of Water Resources on Twitchell and Sherman Islands. Experienced in the production and marketing of alfalfa, almonds, corn, cotton, cannery and market tomatoes, sugar beets, small grains, and walnuts.
- Consulting with clients owning and operating 126,000 acres of farm, orchard, vineyards, ranches, and livestock operations. Management and consulting services provided included but were not limited to:
 - Assessment of agricultural properties for their best use and profitability
 - Tenant sourcing and supervision
 - Crop budgeting, inspections, and yield projections for institutions and clients operating farming field crops, vegetable crops, vineyards, and tree crops and livestock and dairy operations.
 - Coordinate USDA Farm Programs
 - Wetland and habitat management, maintenance, and construction
 - Real estate appraisal
- Managed 2 and consulted for 7 reclamation districts comprised of 41,000 acres in the Sacramento - San Joaquin Delta Region. Provided budgets, cost analysis, labor supervision, levee maintenance, and flood fight coordination. Served as a District Trustee and assisted in the management of Twitchell Island for 3 years for Department of Water Resources.
- Managed Fish Springs Ranch in Nevada containing 8,000 acres of fee lands and 70,000 acres of government grazing permit lands.

November 1982 **General Manager, Jack Klein Trust Partnership,
to September 1986 Stockton, California**

- Managed 4,200 acres of farmland. The gross income of the operation averaged over \$3,000,000 during my tenure.
- Crops included alfalfa, corn, dry beans, cannery and market tomatoes, small grains, and sugar beets

November 1975 **Wells Fargo Bank Agriculture Department, Agribusiness Officer and
to November 1982 Agricultural Loan Officer, Wells Fargo Mortgage Company**

- Evaluated agricultural clients to determine their management and crop and livestock production capabilities and potential.
- Projected costs, crop returns, margin requirements, asset evaluation and collateral position, monitored crop and loan status throughout the crop year.
- Provided farm and ranch management and appraisal services to Wells Fargo's Trust Real Estate Department.
- Appraised the land, improvements, and equipment for loan and financial statement purposes for the Bank's branches, commercial banking group, and other bank departments for customer financing, refinancing, and/or development loans for agricultural properties and other agriculturally related businesses (agribusiness) based on the value and productivity of the land and business activity.

Page 3, John B. Meek, Jr. Resume

March 1975 **Assistant Tomato Foreman, Heidrich Farms and Assistant
to October 1975 Shop Foreman, Red Top Chemical, Woodland, California**

- Management of cropland preparation, planting, cultivating, and harvesting of 5,000 acres of tomatoes and preparing equipment for the application of fertilizer, herbicides, and pesticides on vegetable, orchard, and grain crops.

December 1973 **Manager, Rio Bravo Ranch, Nickel Enterprises,
to March 1975 Bakersfield, California**

- Plan and develop the 10,000 acre Rio Bravo Ranch to permanent crops, including almonds, citrus, table grapes, pistachios, avocados, and other permanent crops; assisted in the layout and installation of drip irrigation system, managed ranch personnel and the cotton and livestock operations. Farmed 2,000 acres of cotton before the ranch was developed to permanent crops.

February 1971 **Foreman, Augusta Bixler Farms, Stockton, California
to November 1973**

- Management of approximately 3,000 acres of irrigated cropland. Duties included coordination of farm personnel, land preparation, planting, irrigating, cultural practices and harvest of asparagus, alfalfa, field corn, small grains, sugar beets, cannery tomatoes and walnuts.

May 1969 **Partner/Operator, JG&M Ranch
to January 1971 Stockton, California**

- Farmed 850 acres of irrigated cropland with brother George raising alfalfa, field corn, safflower, sugar beets, canning tomatoes and small grains

MILITARY SERVICE

June 1965 **United States Army, honorable discharge as Captain
to June 1970 assigned to the U.S. Army Transportation Corp**

- Duties included 12 months duty at Oakland Army Terminal supervising the offloading of LTL trucks and freight cars, and prepare cargo at 6 terminal warehouses for shipment by vessel to military destinations worldwide. Twelve months service at Cam Rahn Bay, South Vietnam as a Shore Platoon Leader and Executive Officer of Cargo Company. Directed unloading of five-hatch cargo ships, supervising 150 military personnel in on-board and on-shore cargo activities. Received Commendation Medal and Vietnam Ribbon. Captain and company commander in the Army Reserve.

EDUCATION

December 1981 **Graduated California Polytechnic State College, San Luis Obispo, CA with Bachelor of
Science degree in Agricultural Business Management.**

- 1963 to 1965 **Attended California Polytechnic State College, San Luis Obispo, CA**
- Courses of study included agricultural economics, agricultural business management, with specialized courses in field crops, deciduous trees, animal husbandry and real estate appraisal.
 - Activities included vice-chair Homecoming Committee, ROTC, member Delta Sigma Phi Fraternity

1961 to 1963 **Attended Stockton College, Stockton, CA**

- 1960 to 1961 **Attended University of California, Davis, CA**
- Majored in Agricultural Economics
 - Activities included Rally Committee, ROTC and Sigma Alpha Epsilon Fraternity

CUSTOMER & PERSONAL REFERENCES UPON REQUEST

Client short list & contact:

Venice Island, Inc. & Reclamation District 2023: Mr. Tom Foscue 818-597-2500

Hammond Ltd Partnership: Mrs. Joan H. Jasper 707-538-7220

Reclamation District 2030: Mr. George V. Hartmann, Esq. 209-956-9940

Reclamation District 2042: Mr. Al Hoslett, Esq. 209-943-5551

Semitropic Water Storage District: Mr. Rick Wegis 661-201-0056

Exhibit M

Chris Neudeck

From: Perla Tzintzun-Garibay <perla@butterfieldcpas.com>
Sent: Thursday, November 16, 2017 3:31 PM
To: Knight, Jean; Chris Neudeck; Schroeder, Dan
Subject: RE: Reclamation District 1608 - Butterfield Accounting Services Proposal

Jean,

It's likely the hours will fluctuate depending on the volume of activity each month. However, based upon the monthly activity noted in the minutes, I would anticipate an average of 10-15 hours per month (accounts payable, payroll, payroll taxes, bank and fund reconciliations, financial reporting and meeting attendance). Payroll tax reporting is done quarterly so that would add about 1-2 hours each quarter. Subventions reporting is completed once a year and can average 8-10 hours depending on the volume of transactions and includes time preparing customized payroll reports needed by the engineers.

It will take some extra time on the front end converting the accounting to QuickBooks. I have reached out to CSV (District auditors) and with District approval they are willing to give me their audited working trial balance so we have the correct beginning balances. We will then have to enter and reconcile all the activity from July 1 – current in order to be able to provide detailed reports beginning with the current fiscal year. This project could take about 8-12 hours depending on the records.

Most of the work will be performed by our bookkeeping staff which is billed out at the lower rate (\$55/hour). I will oversee all aspects of the District's accounting and perform tasks as needed. If the District decides to engage our services, I will be the one attending the meetings and presenting the financial update.

I hope this information is helpful. Let me know if you have any other questions.

Best,

Perla

From: Knight, Jean [mailto:jknight@neumiller.com]
Sent: Thursday, November 16, 2017 3:08 PM
To: Perla Tzintzun-Garibay <perla@butterfieldcpas.com>; Chris Neudeck <cneudeck@ksninc.com>; Schroeder, Dan <dschroeder@neumiller.com>
Subject: RE: Reclamation District 1608 - Butterfield Accounting Services Proposal

Perla, I do have questions at this time and I think it would help when the information is presented to the Trustees. Were you able to come to any conclusion as to the number of hours per month you would need to work for the District in 1) paying invoiced bills, 2) attending the meetings (usually last 1-2 hours), 3) payroll, including the payment of payroll taxes monthly on line and related reports that need to be reported for both federal and state, and the writing of checks (or does the District do this portion?), 4) levee subventions coding of all invoices and payroll; and 5) any other items I may have forgotten that relate to these type of duties.

Jean

From: Perla Tzintzun-Garibay [mailto:perla@butterfieldcpas.com]
Sent: Thursday, November 16, 2017 2:56 PM

To: Chris Neudeck <cneudeck@ksninc.com>; Schroeder, Dan <dschroeder@neumiller.com>; Knight, Jean <jknight@neumiller.com>

Subject: Reclamation District 1608 - Butterfield Accounting Services Proposal

Good afternoon,

As requested, attached is our proposal to provide accounting services for Reclamation District No. 1608.

Please contact me if you have any questions or require additional information. We appreciate your consideration of Butterfield + Co. CPAs, Inc.

Best Regards,

Perla Tzintzun-Garibay



501 W. Weber Avenue, Suite 400A

P.O. Box 2382

Stockton, CA 95201-2382

(209) 242-9971 Main

(209) 242-9974 Direct

(209) 242-9979 Fax

www.butterfieldcpas.com

www.officetoolsportal.com

PLEASE NOTE: This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.



Butterfield + Co.
CPAs, Inc.

November 16, 2017

VIA E-MAIL

Mr. Chris Neudeck
Kjeldsen, Sinnock & Neudeck, Inc.
711 N. Pershing Avenue
Stockton, CA 95203

VIA E-MAIL

Board of Trustees
Reclamation District No. 1608
C/O Mr. Dan Schroeder
Neumiller & Beardslee
509 W. Weber Avenue, 5th Floor
Stockton, CA 95203

Thank you for inviting our firm to submit this letter outlining the nature and scope of services we propose to provide for **Reclamation District No. 1608** for the year ending June 30, 2018.

We propose to prepare the financial statements of **Reclamation District No. 1608**, which comprise the annual and interim statement of assets, liabilities and equity – modified cash basis and the related statement of revenue and expense by project – modified cash basis for the year ending June 30, 2018, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements as required by the modified cash basis of accounting.

The supplementary information included in the general and administrative budget vs. actual – modified cash basis and the general and administrative coverage ratio calculation accompanying the compiled financial statements will be presented for purposes of additional analysis, at the Board's request. The supplementary information will be compiled from information that is the representation of management. We will not audit or review the supplementary information. We will not express an opinion, a conclusion, or provide any assurance on such supplementary information.

We will assist you in adjusting the books of accounts with the objective that you will be able to prepare a working trial balance from which financial statements can be prepared. You will provide us with a detailed trial balance and any supporting schedules we require.

Our Responsibilities

The objective of our engagement is to:

1. Prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you and
2. Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.

2. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of all informative disclosures that are appropriate for the modified cash basis of accounting, if applicable.
3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
4. The prevention and detection of fraud.
5. To ensure that the District complies with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, you provide to us for the engagement.
7. To provide us with:
 - Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - Additional information that we may request from you for the purpose of the compilation engagement.
 - Unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountants' compilation report in any document containing financial statements that indicate that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Other Relevant Information

We will convert the District's accounting records from a manual system to a computerized system using QuickBooks accounting software. The conversion will begin with the audited financial statements ending June 30, 2017.

We will also prepare District cash disbursements on a monthly basis, including the preparation of any and all payroll checks and the related payroll tax deposits and reports, and Forms 1099 required for the year ended December 31, 2017.

We will assist with bank deposits, transfers and reconciliations at the direction of the Board.

We will assist District consultants with compiling relevant expenditures for purpose of filing the Annual Delta Levee Subventions Program Claim.

We will assist with the preparation of the Annual Operating Budget.

We will attend all regularly scheduled Board meetings and present a financial update.

Perla Tzintzun-Garibay is the engagement administrator and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Perla has almost 20 years of experience in Reclamation District accounting. She currently provides accounting services to Districts in Sacramento and Solano Counties with combined general operating budgets of approximately \$2M. In addition, she has extensive experience with State of California Subventions and Special Project compliance and has had positive outcomes in both independent and state level audits. Perla, currently administers the accounting of 16 special projects with budgets totaling approximately \$59M.

Our billing for the services set forth in this letter will be based upon our standard hourly rates for this type of work. Client will pay Accountant \$130.00 per hour for the services of Perla Tzintzun-Garibay; and \$55.00 per hour for the services of a general bookkeeper. Our invoices for the services outlined in this letter will be billed monthly and are payable on presentation.

If, while this agreement is in effect, Accountant increases the hourly rates being charged to Client generally for Accountant fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Client. Accountant may only raise fees once per year. If Client chooses not to consent to the increased rates, Client may terminate Accountant's services under this agreement by written notice effective when received by Accountant.

The proposed engagement includes only those services specifically described in this letter. Appearances before government organizations or regulatory bodies arising from this engagement will be billed to you separately.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation upon the written request of any party to the engagement. The mediation shall be conducted in accordance with the *Professional Accounting and Related Services Dispute Resolution Rules* of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties.

We appreciate the opportunity to be of service to **Reclamation District No. 1608** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. References are available upon request. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us via email at perla@butterfieldcpas.com.

Sincerely,

Butterfield + Co. CPAs, Inc.
Butterfield & Co. CPA's, Inc.

ACKNOWLEDGED:

The foregoing letter fully describes the services required and is accepted by us.

RECLAMATION DISTRICT NO. 1608

Trustee Signature

Date

Reclamation District 1601
Accounts Payable and Cash Disbursements
November 21, 2017
(Total A/P - 100% reimbursable + non reimbursable labor = District cost)

	Retention	Current	Total
Accounts Payable as of November 21, 2017			94,999.00
Subvention Expenses		8,941.95	8,941.95
X35%		(3,129.68)	(3,129.68)
Subvention Expenses 65%		5,812.27	5,812.27
TW 09.1.1 San Joaquin Eng & Design		4,399.75	4,399.75
TW 14-1.0 Habitat Mitigation - Construction		27,917.19	27,917.19
DWR Trust Expenses		686.74	686.74
SMFA - Wetland Development		21,507.06	21,507.06
Total Reimbursable		60,323.01	60,323.01
Total Accounts Payable			94,999.00
Less reimbursable expenses			(60,323.01)
Sub-Total Non Reimbursable District Expense			34,675.99
Plus non reimbursable labor costs			8,596.93
Total Non Reimbursable District Expense			43,272.92

11/17/17

Reclamation District 1601 Unpaid Bills by Account All Transactions

Type	Date	Num	Source Name	Memo	Class	Open Balance
6000-00 · GENERAL AND ADMINISTRATIVE						
6010-00 · Accounting						
Bill	10/16/2017	101866	Butterfield + Co. CPAs, Inc.	General and Admin	General Administrative	1,950.50
Bill	10/16/2017	101866	Butterfield + Co. CPAs, Inc.	Special Projects	09-1.1 San Joaquin Eng ...	130.00
Bill	10/16/2017	101866	Butterfield + Co. CPAs, Inc.	Special Projects	14-1.0 Habitat Mitig Enha...	260.00
Bill	10/16/2017	101866	Butterfield + Co. CPAs, Inc.	Special Projects	SMFA - Wetland Develo...	260.00
Total 6010-00 · Accounting						2,600.50
6012-00 · Communications						
Bill	10/12/2017	10/12/17	AT&T Mobility	9/13 to 10/12	General Administrative	173.38
Total 6012-00 · Communications						173.38
6014-00 · Dues and Subscriptions						
Bill	10/17/2017	2118	North Delta Water Agency	157-0130-025-0000	General Administrative	14.46
Bill	10/17/2017	2118	North Delta Water Agency	157-0130-026-0000	General Administrative	1,512.56
Bill	10/17/2017	2118	North Delta Water Agency	157-0130-027-0000	General Administrative	418.86
Total 6014-00 · Dues and Subscriptions						1,945.88
6020-00 · Engineering						
Bill	10/31/2017	21769	KSN	General Services	General Administrative	1,111.03
Bill	10/31/2017	21770	KSN	Delta Levee Subv Program	Subventions	4,355.87
Bill	10/31/2017	21771	KSN	Pump Stations	General Administrative	12,159.95
Bill	10/31/2017	21772	KSN	Project Levee Engineering	Subventions	720.00
Bill	10/31/2017	21773	KSN	Special Projects	09-1.1 San Joaquin Eng ...	52.50
Bill	10/31/2017	21774	KSN	2017 High Water Event	General Administrative	315.00
Bill	10/31/2017	21775	KSN	SJ River 2017 Imprv	Subventions	2,343.58
Bill	10/31/2017	21776	KSN	SJ River Riprap	Subventions	1,522.50
Total 6020-00 · Engineering						22,580.43
6024-00 · Legal						
Bill	11/01/2017	11/01/17	Galley & Barton	General	General Administrative	1,644.37
Total 6024-00 · Legal						1,644.37
6026-00 · Office expense						
Bill	10/14/2017	400800	Judith Ortega	Office Cleaning	General Administrative	45.00
Bill	10/23/2017	10/23/17	U.S. Bank	USPS	General Administrative	1.82
Bill	10/23/2017	10/23/17	U.S. Bank	Office Depot	General Administrative	51.84
Bill	10/23/2017	10/23/17	U.S. Bank	Staples	General Administrative	54.69
Total 6026-00 · Office expense						153.35
6030-00 · Repairs and Maintenance						
Credit	08/11/2017	PR117120-CM	Holt of California	Dozer Repair	General Administrative	-108.00
Bill	10/23/2017	10/23/17	U.S. Bank	Safelite Auto Glass	General Administrative	503.40
Bill	10/25/2017	C56215	Mecom Equipment, LLC	Fuel Cap, Handle	General Administrative	409.73
Bill	10/26/2017	285265	J. Milano Co., Inc	2008 Silverado Repairs	General Administrative	344.44
Bill	10/30/2017	284761	J. Milano Co., Inc.	2008 Silverado Repairs	General Administrative	459.44
Bill	11/02/2017	11/02/17	California Waste Recovery System	General	General Administrative	335.60
Bill	11/05/2017	1714	COBALT Fleet Maintenance, LLC	Excavator Repair	General Administrative	270.00
Bill	11/05/2017	1721	COBALT Fleet Maintenance, LLC	2008 Silverado Repair	General Administrative	2,002.63
Total 6030-00 · Repairs and Maintenance						4,219.24
6035-00 · Rent						
Bill	11/01/2017	11/01/17	Gardiner, Nathan	December 2017	General Administrative	325.00
Total 6035-00 · Rent						325.00
6036-00 · Utilities						
6036-01 · Pump #7964854299-3						
Bill	10/30/2017	10/30/17	Pacific Gas & Electric Company	9/29 to 10/29	SMFA - Wetland Develo...	23.66
Total 6036-01 · Pump #7964854299-3						23.66
6036-02 · Pump # 7964854299-5						
Bill	10/30/2017	10/30/17	Pacific Gas & Electric Company	9/29 to 10/29	General Administrative	5,563.93
Total 6036-02 · Pump # 7964854299-5						5,563.93
Total 6036-00 · Utilities						5,587.59
6037-00 · Telephone						
Bill	10/28/2017	10/28/17	Frontier Communications	9/28 to 10/27	General Administrative	180.09
Total 6037-00 · Telephone						180.09
6039-01 · Reimbursed expenses						

**Reclamation District 1601
Unpaid Bills by Account
All Transactions**

11/17/17

Type	Date	Num	Source Name	Memo	Class	Open Balance
Bill	11/21/2017	11/21/17	Barry Sgarella	November Reimbursement	General Administrative	285.90
Total 6039-01 · Reimbursed expenses						285.90
6040-00 · Supplies						
Bill	10/04/2017	251078	Oilwell Materials	wrench	General Administrative	111.02
Bill	10/04/2017	079723	Stewart Industrial Supply, Inc.	Fitting,Cleaner,Squeegee	General Administrative	32.45
Bill	10/10/2017	251370	Oilwell Materials	battery	General Administrative	11.88
Bill	10/12/2017	251442	Oilwell Materials	stake, screws, work light	General Administrative	103.50
Bill	10/13/2017	251488	Oilwell Materials	pvc pipe, solvent	General Administrative	89.81
Bill	10/13/2017	251491	Oilwell Materials	pvc pipe, solvent	General Administrative	107.38
Bill	10/16/2017	251616	Oilwell Materials	tape,markers,knife	General Administrative	45.09
Bill	10/17/2017	251683	Oilwell Materials	lighter,BPT	General Administrative	40.88
Bill	10/17/2017	251684	Oilwell Materials	BPT	General Administrative	43.85
Bill	10/17/2017	251692	Oilwell Materials	Extension cords,Goves,Trash ...	General Administrative	175.82
Bill	10/20/2017	251858	Oilwell Materials	Socket Adapters	General Administrative	9.32
Bill	10/20/2017	251859	Oilwell Materials	Fasteners	General Administrative	6.27
Bill	10/20/2017	081611	Stewart Industrial Supply, Inc.	Tool Set	General Administrative	49.67
Bill	10/24/2017	081940	Stewart Industrial Supply, Inc.	Filters, Oil	General Administrative	68.75
Bill	10/27/2017	252139	Oilwell Materials	Worklight,Multitool,Sunglasses	General Administrative	31.59
Bill	10/27/2017	082358	Stewart Industrial Supply, Inc.	Bits	General Administrative	46.22
Bill	10/27/2017	082387	Stewart Industrial Supply, Inc.	Connector, LED AT0	General Administrative	39.01
Bill	10/30/2017	082602	Stewart Industrial Supply, Inc.	Stepdown, Oil	General Administrative	38.43
Total 6040-00 · Supplies						1,030.72
6042-00 · Oil & Fuel						
6042-01 · Gasoline						
6042-10 · Rick Carter						
Bill	10/10/2017	898727	Ramos Oil Company	Gas	General Administrative	76.67
Bill	11/04/2017	914521	Ramos Oil Company	Gas	General Administrative	145.88
Total 6042-10 · Rick Carter						222.55
6042-25 · Marvis McBride						
Bill	10/10/2017	898727	Ramos Oil Company	Gas	General Administrative	82.12
Bill	11/15/2017	917621	Ramos Oil Company	Gas	General Administrative	107.61
Total 6042-25 · Marvis McBride						169.73
Total 6042-01 · Gasoline						392.28
6042-03 · Oil						
Bill	10/17/2017	985398	Ramos Oil Company	Oil	General Administrative	95.89
Total 6042-03 · Oil						95.89
Total 6042-00 · Oil & Fuel						487.97
6047-00 · Consulting						
Bill	10/09/2017	3026680	GEI	Special Projects	09-1.1 San Joaquin Eng ...	4,217.25
Total 6047-00 · Consulting						4,217.25
6053-00 · DWR expense						
Bill	10/31/2017	1-700901	A & A Portables, Inc.	10/25 to 11/21	DWR Trust	74.68
Bill	11/01/2017	2631857-0543...	Central Valley Waste Service, Inc.	DWR Expense	DWR Trust	276.45
Bill	11/02/2017	11/02/17	California Waste Recovery System	DWR Expense	DWR Trust	335.61
Total 6053-00 · DWR expense						686.74
6059-00 · Habitat Mitigation Enhancement						
Bill	10/23/2017	5640126	Stillwater Sciences, Inc.	Special Projects	14-1.0 Habitat Mitig Enha...	3,685.19
Bill	11/08/2017	TI-17	SMP Services, Inc.	Special Projects	14-1.0 Habitat Mitig Enha...	23,972.00
Total 6059-00 · Habitat Mitigation Enhancement						27,657.19
6060-00 · Wetland Development expense						
Bill	11/15/2017	798	Gornito Ditching	Special Project - TW Rice	SMFA - Wetland Develo...	21,223.40
Total 6060-00 · Wetland Development expense						21,223.40
Total 6000-00 · GENERAL AND ADMINISTRATIVE						94,999.00
TOTAL						94,999.00

**Reclamation District 1601
Unpaid Bills by Class
All Transactions**

11/17/17

Type	Date	Num	Source Name	Memo	Open Balance
09-1.1 San Joaquin Eng & Design					
Bill	10/09/2017	3026680	GEI	Special Projects	4,217.25
Bill	10/16/2017	101866	Butterfield + Co. CPAs, Inc.	Special Projects	130.00
Bill	10/31/2017	21773	KSN	Special Projects	52.50
Total 09-1.1 San Joaquin Eng & Design					4,399.75
14-1.0 Habitat Mitig Enhanc Ph 2					
Bill	10/16/2017	101866	Butterfield + Co. CPAs, Inc.	Special Projects	260.00
Bill	10/23/2017	5640126	Stillwater Sciences, Inc.	Special Projects	3,685.19
Bill	11/08/2017	TI-17	SMP Services, Inc.	Special Projects	23,972.00
Total 14-1.0 Habitat Mitig Enhanc Ph 2					27,917.19
DWR Trust					
Bill	10/31/2017	1-700901	A & A Portables, Inc.	10/25 to 11/21	74.68
Bill	11/01/2017	2631857-0543-5	Central Valley Waste Service, Inc.	DWR Expense	276.45
Bill	11/02/2017	11/02/17	California Waste Recovery System	DWR Expense	335.61
Total DWR Trust					686.74
General Administrative					
Credit	08/11/2017	PR117120-CM	Holt of California	Dozer Repair	-106.00
Bill	10/04/2017	251078	Oilwell Materials	wrench	111.02
Bill	10/04/2017	079723	Stewart Industrial Supply, Inc.	Fitting,Cleaner,Squeegee	32.45
Bill	10/10/2017	251370	Oilwell Materials	battery	11.88
Bill	10/10/2017	898727	Ramos Oil Company	Gas	76.67
Bill	10/10/2017	898727	Ramos Oil Company	Gas	62.12
Bill	10/12/2017	10/12/17	AT&T Mobility	9/13 to 10/12	173.38
Bill	10/12/2017	251442	Oilwell Materials	stake, screws, work light	103.50
Bill	10/13/2017	251488	Oilwell Materials	pvc pipe, solvent	69.81
Bill	10/13/2017	251491	Oilwell Materials	pvc pipe, solvent	107.36
Bill	10/14/2017	400800	Judith Ortega	Office Cleaning	45.00
Bill	10/16/2017	101866	Butterfield + Co. CPAs, Inc.	General and Admin	1,950.50
Bill	10/16/2017	251616	Oilwell Materials	tape,markers,knife	45.09
Bill	10/17/2017	2118	North Delta Water Agency	157-0130-025-0000	14.46
Bill	10/17/2017	2118	North Delta Water Agency	157-0130-026-0000	1,512.56
Bill	10/17/2017	2118	North Delta Water Agency	157-0130-027-0000	418.86
Bill	10/17/2017	251683	Oilwell Materials	lighter,BPT	40.88
Bill	10/17/2017	251684	Oilwell Materials	BPT	43.65
Bill	10/17/2017	251692	Oilwell Materials	Extension cords,Goves,Trash ...	175.82
Bill	10/17/2017	985396	Ramos Oil Company	Oil	95.69
Bill	10/20/2017	251858	Oilwell Materials	Socket Adapters	9.32
Bill	10/20/2017	251859	Oilwell Materials	Fasteners	6.27
Bill	10/20/2017	081611	Stewart Industrial Supply, Inc.	Tool Set	49.67
Bill	10/23/2017	10/23/17	U.S. Bank	USPS	1.82
Bill	10/23/2017	10/23/17	U.S. Bank	Office Depot	51.84
Bill	10/23/2017	10/23/17	U.S. Bank	Staples	54.69
Bill	10/23/2017	10/23/17	U.S. Bank	Safelite Auto Glass	503.40
Bill	10/24/2017	081940	Stewart Industrial Supply, Inc.	Filters, Oil	68.75
Bill	10/25/2017	C56215	Mecom Equipment, LLC	Fuel Cap, Handle	409.73
Bill	10/26/2017	285265	J. Milano Co., Inc.	2008 Silverado Repairs	344.44
Bill	10/27/2017	252139	Oilwell Materials	Worklight,Multitool,Sunglasses	31.59
Bill	10/27/2017	082358	Stewart Industrial Supply, Inc.	Bits	46.22
Bill	10/27/2017	082387	Stewart Industrial Supply, Inc.	Connector, LED ATO	39.01
Bill	10/28/2017	10/28/17	Frontier Communications	9/28 to 10/27	180.09
Bill	10/30/2017	284761	J. Milano Co., Inc.	2008 Silverado Repairs	459.44
Bill	10/30/2017	10/30/17	Pacific Gas & Electric Company	9/29 to 10/29	5,563.93
Bill	10/30/2017	082602	Stewart Industrial Supply, Inc.	Stepdown, Oil	38.43
Bill	10/31/2017	21769	KSN	General Services	1,111.03
Bill	10/31/2017	21771	KSN	Pump Stations	12,159.95
Bill	10/31/2017	21774	KSN	2017 High Water Event	315.00
Bill	11/01/2017	11/01/17	Gardiner, Nathan	December 2017	325.00
Bill	11/01/2017	11/01/17	Gallery & Barton	General	1,644.37
Bill	11/02/2017	11/02/17	California Waste Recovery System	General	335.60
Bill	11/04/2017	914521	Ramos Oil Company	Gas	145.88
Bill	11/05/2017	1714	COBALT Fleet Maintenance, LLC	Excavator Repair	270.00
Bill	11/05/2017	1721	COBALT Fleet Maintenance, LLC	2008 Silverado Repair	2,002.63
Bill	11/15/2017	917621	Ramos Oil Company	Gas	107.61

11/17/17

**Reclamation District 1601
Unpaid Bills by Class
All Transactions**

Type	Date	Num	Source Name	Memo	Open Balance
Bill	11/21/2017	11/21/17	Barry Sgarella	November Reimbursement	285.90
Total General Administrative					31,546.31
SMFA - Wetland Development					
Bill	10/16/2017	101866	Butterfield + Co. CPAs, Inc.	Special Projects	260.00
Bill	10/30/2017	10/30/17	Pacific Gas & Electric Company	9/29 to 10/29	23.66
Bill	11/15/2017	798	Gornito Ditching	Special Project - TW Rice	21,223.40
Total SMFA - Wetland Development					21,507.06
Subventions					
Bill	10/31/2017	21770	KSN	Delta Levee Subv Program	4,355.87
Bill	10/31/2017	21772	KSN	Project Levee Engineering	720.00
Bill	10/31/2017	21775	KSN	SJ River 2017 Imprv	2,343.58
Bill	10/31/2017	21776	KSN	SJ River Riprap	1,522.50
Total Subventions					8,941.95
TOTAL					94,999.00

11/17/17

**Reclamation District 1601
Unpaid Bills by Vendor
All Transactions**

Type	Date	Num	Memo	Open Balance
A & A Portables, Inc.				
Bill	10/31/2017	1-700901		74.68
Total A & A Portables, Inc.				74.68
AT&T Mobility				
Bill	10/12/2017	10/12/17	287248562268	173.38
Total AT&T Mobility				173.38
Barry Sgarella				
Bill	11/21/2017	11/21/17		285.90
Total Barry Sgarella				285.90
Butterfield + Co. CPAs, Inc.				
Bill	10/16/2017	101866		2,600.50
Total Butterfield + Co. CPAs, Inc.				2,600.50
California Waste Recovery System				
Bill	11/02/2017	11/02/17	Acct #01-0027615-3	671.21
Total California Waste Recovery System				671.21
Central Valley Waste Service, Inc.				
Bill	11/01/2017	2631857-0543-5	Customer ID 9-76282-15008	276.45
Total Central Valley Waste Service, Inc.				276.45
COBALT Fleet Maintenance, LLC				
Bill	11/05/2017	1714		270.00
Bill	11/05/2017	1721		2,002.63
Total COBALT Fleet Maintenance, LLC				2,272.63
Frontier Communications				
Bill	10/28/2017	10/28/17	916-777-69992-010195-8	180.09
Total Frontier Communications				180.09
Gallery & Barton				
Bill	11/01/2017	11/01/17		1,644.37
Total Gallery & Barton				1,644.37
Gardiner, Nathan				
Bill	11/01/2017	11/01/17		325.00
Total Gardiner, Nathan				325.00
GEI				
Bill	10/09/2017	3026680		4,217.25
Total GEI				4,217.25
Gornto Ditching				
Bill	11/15/2017	798		21,223.40
Total Gornto Ditching				21,223.40
Holt of California				
Credit	08/11/2017	PR117120-CM	Cust #0171051	-106.00
Total Holt of California				-106.00
J. Milano Co., Inc.				
Bill	10/26/2017	285265		344.44
Bill	10/30/2017	284761		459.44
Total J. Milano Co., Inc.				803.88
Judith Ortega				

11/17/17

Reclamation District 1601 Unpaid Bills by Vendor All Transactions

Type	Date	Num	Memo	Open Balance
Bill	10/14/2017	400800		45.00
Total Judith Ortega				45.00
KSN				
Bill	10/31/2017	21769		1,111.03
Bill	10/31/2017	21770		4,355.87
Bill	10/31/2017	21771		12,159.95
Bill	10/31/2017	21772		720.00
Bill	10/31/2017	21773		52.50
Bill	10/31/2017	21774		315.00
Bill	10/31/2017	21775		2,343.58
Bill	10/31/2017	21776		1,522.50
Total KSN				22,580.43
Mecom Equipment, LLC				
Bill	10/25/2017	C56215		409.73
Total Mecom Equipment, LLC				409.73
North Delta Water Agency				
Bill	10/17/2017	2118		1,945.88
Total North Delta Water Agency				1,945.88
Oilwell Materials				
Bill	10/04/2017	251078		111.02
Bill	10/10/2017	251370		11.88
Bill	10/12/2017	251442		103.50
Bill	10/13/2017	251488		69.81
Bill	10/13/2017	251491		107.36
Bill	10/16/2017	251616		45.09
Bill	10/17/2017	251683		40.88
Bill	10/17/2017	251684		43.65
Bill	10/17/2017	251692		175.82
Bill	10/20/2017	251858		9.32
Bill	10/20/2017	251859		6.27
Bill	10/27/2017	252139		31.59
Total Oilwell Materials				756.19
Pacific Gas & Electric Company				
Bill	10/30/2017	10/30/17	Acct #79648542995	5,587.59
Total Pacific Gas & Electric Company				5,587.59
Ramos Oil Company				
Bill	10/10/2017	898727	Account 5782	138.79
Bill	10/17/2017	985396	Account 5782	95.69
Bill	11/04/2017	914521	Account 5782	145.88
Bill	11/15/2017	917621	Account 5782	107.61
Total Ramos Oil Company				487.97
SMP Services, Inc.				
Bill	11/08/2017	TI-17		23,972.00
Total SMP Services, Inc.				23,972.00
Stewart Industrial Supply, Inc.				
Bill	10/04/2017	079723		32.45
Bill	10/20/2017	081611		49.67
Bill	10/24/2017	081940		68.75
Bill	10/27/2017	082358		46.22
Bill	10/27/2017	082387		39.01
Bill	10/30/2017	082602		38.43
Total Stewart Industrial Supply, Inc.				274.53
Stillwater Sciences, Inc.				

11/17/17

**Reclamation District 1601
Unpaid Bills by Vendor
All Transactions**

Type	Date	Num	Memo	Open Balance
Bill	10/23/2017	5640126		3,685.19
Total Stillwater Sciences, Inc.				3,685.19
U.S. Bank				
Bill	10/23/2017	10/23/17	4246-04700-006-9275	611.75
Total U.S. Bank				611.75
TOTAL				94,999.00

Exhibit N



Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

[KSN Job No.]
[KSN File No.]

FILE MEMORANDUM

November 28, 2017

To: Reclamation District No. 1608 Board of Trustees
Subject: Consideration of Accounting Services for detailed financial reporting
Project: District Financial Accounting
From: Christopher H. Neudeck

On Wednesday November 1, 2017 at a regularly scheduled Board of Trustees the Board of Trustees authorized me to seek responsible proposals from Butterfield + Co. and JMEEK Agribusiness Management to prepare monthly financial statements in accordance with the attached Request for Proposal (RFP) **EXHIBIT A**. The purpose in seeking these proposals was to consider hiring one of the firms to assist the Reclamation District in preparing more detailed financial reporting along with logging all of the invoicing that comes through for payment on a regular basis in order to reduce some of the administrative load on filing the annual District's Final Claim under the Delta Levee Subventions Program.

Both Butterfield + Co. and JMEEK Agribusiness Management submitted proposals that are attached as **EXHIBIT B & C**.

Generally speaking Butterfield + Co. estimated their monthly fees about \$1,100/month for detailed financial reports and \$1,300 for the annual subvention accounting. In addition approximately \$1,500 to bring records current to detailed reporting from the beginning of this past fiscal year. This is an annualized expense of approximately \$14,500.

JMEEK proposed his services to prepare monthly detailed financial reports along with accounting reports for the Delta Levee Subventions Program to be \$2,000 per month annualized at \$24,000 per year.

For comparison sake KSN's services for RD 1608's Delta Levee Subventions Program Final Claim processing of the District's invoices was approximately \$4,100 this year and \$6,500 last year averaging \$5,300/year for processing the invoicing aspect of the Final Claim. The average KSN cost for a District of this size and project load is approximately \$3,200/year. So if RD 1608 was to hire a financial assistant to prepare detailed financial reports the savings of cost from KSN would be the difference of $\$5,300 - \$3,200 = \$2,300/\text{year}$ plus the saving of Jean Knights cost to prepare general financial reports currently costing the District an estimated \$300/month or \$3,600/year.



So from a comparison standpoint the cost difference of status quo of KSN @ \$5,300 plus Jean Knight at \$3,600 equals \$8,900 per year. Whereas if you were to hire an accounting firm to prepare detailed financial reports the range is JMEEK Agribusiness Management at approximately \$24,000/ year vs Butterfield + Co. at approximately \$14,500.

Exhibit O

Chris Neudeck

From: Jacob Bejarano
Sent: Monday, December 4, 2017 8:07 AM
To: Chris Neudeck
Subject: RD1608 LVW LOMR Update

RD1608 LVW LOMR 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.



Jacob Bejarano
Civil Engineer

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jbejarano@ksninc.com | <https://www.ksninc.com>

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Exhibit P

Chris Neudeck

From: Jacob Bejarano
Sent: Monday, December 4, 2017 8:07 AM
To: Chris Neudeck
Subject: LVW Sedimentation Removal Proj. Update

TASK 1: PROJECT MANAGEMENT & DESIGN

TASK BUDGET STATUS: \$28,958 (43% of task budget)

PM:

- Coordination & Meetings
 1. Dredge Sediment Sampling Analysis: Sampling Analysis Review and Meetings re sampling results.
 - i. The Sediment analysis showed that there were some constituent concentrations that would preclude the project from decanting water back into the river but acceptable for sediment placement in ponds with water evaporation and natural drainage through system drains with natural attenuation of constituents of concern.
 - ii. The Port consultants, Anchor QEA, has reviewed the sediment analysis package prepared by KSN sub-consultant AWR and agreed with the report's findings.
 - iii. **Next steps are to begin discussions with the Port.**
 2. A Meeting occurred with project environmental consultants to determine CEQA path: (Notice of Exemption (NOE) or Mitigated Negative Declaration (MND)). After much deliberation, following a dual path to CEQA provides the most flexibility and a path to project completion with the least amount delay. The dual process will involve utilizing a NOE for the dredging project. Because several agencies could possibly reject a Notice of Exemption at some point in the process, and that that rejection could cause a delay in permitting the process. Accordingly, it was felt that preparation of a draft MND would be prudent so that if necessary, the MND could be filed to replace the NOE. Having the draft MND available will allow the permitting to proceed without having to create it from scratch.

It was also felt that identifying and assessing a back-up disposal site in the event that the Port facility cannot be used. A potential site that was previously used may be available and those discussions will start soon.

The current path is to submit an NOE and move forward with using the Ports facilities. Additionally, analysis and permitting will be initiated for an alternative, previously used agricultural dredge disposal site. Concurrent to the NOE we will perform a CEQA review and prepare a draft MND in case any agency objects to the use of a NOE.

Design:

- Prepared Exhibits in support AWR's permitting effort

TASK 2: SURVEY & MAPPING

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

- No survey effort was performed this month

TASK 3: ENVIRONMENTAL ASSESSMENTS & DOCUMENTATION

TASK BUDGET STATUS: \$8,969 (11% of task budget)

- An environmental kick off meeting was held to discuss the CEQA path.
- Environmental subs are preparing for Biological Assessments (BA)
 - The BA will be used for CEQA review

TASK 4: DREDGING OPERATIONS SUPPORT & PERMITTING

TASK BUDGET STATUS: \$62,873 (34% of task budget)

- Supplemental Sediment Analysis

AWR has prepared the additional analysis and Technical Memorandum characterizing its suitability for placement into the Ports Facilities.

The Memorandum was provided to Anchor QEA with a recent response from the Port agreeing with the suitability statement outlined in the memorandum.

AWR is currently gathering data and populating permit applications.

TASK 5: CONSTRUCTION MANAGEMENT & DREDGING

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

No Activity



Jacob Bejarano
Civil Engineer

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Delta Levee Subventions Program

Important Procedures for Claim Eligibility

1) Payroll, Prevailing Wage, Outside Contractors

- a) All work performed for the District, that is not performed with District payroll employees, is considered to be performed by outside contractors.
- b) Outside Contractors, including local farmer forces, performing work for more than \$1,000, must pay prevailing wages, and keep a certified payroll that may be subject to audit.
- c) All work performed by outside contractors, for more than \$1,000, should have a standard contract that specifies the contract provisions required by the State. A sample blank Contract is attached as **EXHIBIT A**.
- d) For Contractor work performed for maintenance more than \$15,000 and repairs more than of \$25,000 must be reported to the Calif. Department of Industrial Relations (DIR) within 5 days of signing the contract. The method of reporting this work is through the form PWC 100. IT IS IMPORTANT TO NOTE THAT THE CONTRACTOR MUST BE REGISTERED WITH THE DIR AND HAVE A VALID CONTRACTORS LICENSE. THE DISTRICT MUST ALSO BE REGISTERED WITH THE DIR. (please check with KSN to make sure you are registered with DIR, most Districts have been registered)

2) Levee Patrol, Inspections and Required Reports

- a) There is a clear difference between Levee Patrols and Levee Inspections pursuant to the Subventions Program Guidelines.
 - i) Levee Patrols are most commonly performed by the District, and are routine patrols of the levee to note any work that needs to be done as well as work being performed. Generally, this should occur daily.
 - ii) Levee Inspections are a much higher level of inspection that require inspection by an engineer that include detailed reports, photographs, detailed location and site data.
 - iii) Always use the title "Levee Patrol" for all District performed work
- b) ANY COSTS FOR LEVEE PATROL MUST BE ACCOMPANIED WITH LEVEE PATROL REPORTS. A sample form is attached as EXHIBIT B, and should be filled out for every patrol, and be consistent with the payroll reporting.

3) Environmental & Work Windows

- a) The District Routine Maintenance Agreement (RMA) with the Department of Fish and Wildlife (DFW, formerly Dept. of Fish and Game) is the foundation of the allowable work windows. (copy attached as **EXHIBIT C**)
- b) Additional windows have been implemented since the District's RMA was executed.
- c) Costs for work performed that is not within the allowable work window will be rejected for payment.
- d) Attached as **EXHIBIT D** is a current list of Work Windows and a Calendar Chart for reference.
- e) Prior to any maintenance activities that may impact environment, it is advised to contact DFW for guidance. Before and after photos are always advisable for all work.

4) Vegetation Control

- a) Spraying of vegetation will require the following information to be provided with the claim
 - i) Copies of Pest Control Advisor Recommendations and Use Reports
 - ii) Copies of Applicators License
 - iii) Spraying performed by non-District employees requires a signed contract (see section 1 b)
 - iv) Copies of invoices for materials
 - (1) DWR in some cases checks the amount of material applied to the acreage and will balance against the quantity of material purchased, and indicated rates on the recommendation and use reports.

Exhibit A

JOB NO. «Job_Number»

«Project_Title»
STATION «Stationing»
CONTRACT NUMBER «Contract_Number»

«Contractor»
«Contractor_Address_line_1»
«Contractor_Address_line_2»

NOTICE TO PROCEED DATE: «Notice_to_Proceed_Date»
PROJECT COMPLETION DATE: «Project_Completion_Date»

PREPARED FOR:

RECLAMATION DISTRICT «RD»- «RD_Name»
«RD_Address_line_1»
«RD_Address_line_2»

«RD_County», CA

PREPARED BY:

Insert name of preparer
Insert Title or Name of Firm

Insert address line 1
Insert address line 2
TELEPHONE NUMBER: Insert Telephone No
FAX NUMBER: Insert FAX No

«Contract_Date»

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Job Number «Job_Number»
Contract Number «Contract_Number»
Reclamation District No. «RD»
«RD_Name»

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

This agreement made and entered this «Contract_Day» day of «contract_monthyear» by and between Reclamation District No. «RD» – «RD_Name» hereinafter DISTRICT and «Contractor», 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:

«Insert Scope_of_Work» See Appendix D – Plans.

The total accepted bid/proposal price not to exceed: «Contract_Amount_». 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:

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by Contractor and its agents and Subcontractors (all including but

not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

Said policies shall name DISTRICT, THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, CENTRAL VALLEY FLOOD PROTECTION BOARD and their respective officers, officials, agents, employees and volunteers as additional insureds (hereinafter collectively INDEMNIFIED PARTIES). All liability insurance shall be provided by California admitted carriers with an A- or better rating. Certificates of said insurance shall be provided to DISTRICT upon award of contract and upon all renewals of said policies.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

In the event of threatened cancellation for non-payment of premium, DISTRICT may pay it for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

Worker's Compensation insurance meeting the requirements of both the State of California and the Federal Longshoreman's and Harbor Worker's Act to the extent applicable.

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

CONTRACTOR specifically obligates itself in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

CONTRACTOR shall indemnify and save harmless the INDEMNIFIED PARTIES connected with the work from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by account of any act or omission by CONTRACTOR or his agents during the progress of the work or at any time before its completion and final acceptance, except for matters arising from the sole negligence or willful misconduct of the indemnified parties.

CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable

value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR'S performance of this Contract, all so as to fully relieve DISTRICT from and protect it against any and all responsibility or liability therefor or in regard thereto.

In accordance with the provisions of Section 1770 et seq. of the Labor Code, CONTRACTOR shall conform to the general prevailing rate of per diem wages as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the office of the State's Department of Industrial Relations, Division of Labor Standards, Bureau of Field Enforcement Office and will be made available upon request or may be obtained at www.dirca.gov/DLSR/statistics_research.html.

CONTRACTOR shall provide certified payrolls and related reports as directed by DISTRICT. DISTRICT will provide CONTRACTOR with the addresses and requirements for submission.

Attached hereto is **Appendix A** which contains various labor law and other requirements together with copies of particular Labor Code sections. The requirements set forth therein are incorporated into the Contract as if set forth in full herein and shall in the event of inconsistency; supersede any other provisions in the contract.

CONTRACTOR shall pay all required elements of per diem wages in accordance with Section 1773 et seq. of the Labor Code. Contract payments shall not be made when payroll records are delinquent or inadequate.

IF CONTRACTOR should commence any proceeding under the Bankruptcy Act, or if CONTRACTOR be adjudged a bankrupt, or if CONTRACTOR should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, then the DISTRICT may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to CONTRACTOR and his surety according to the provisions set forth herein. CONTRACTOR'S Surety shall have the right to complete the work by commencing work within 30 days as specified herein; and, in the event CONTRACTOR'S Surety fails to commence work within 30 days, DISTRICT shall have the right to complete, or cause completion of the work all as specified herein.

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the ENGINEER, then, notwithstanding any provision to the contrary herein,

the DISTRICT may give CONTRACTOR written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within 10 days from the date of such notice, the CONTRACTOR shall upon the expiration of said 10 days cease and terminate. DISTRICT may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of CONTRACTOR.

In the event DISTRICT completed the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to CONTRACTOR until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of DISTRICT forces, extra costs of administration and management incurred by DISTRICT, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to CONTRACTOR from DISTRICT. If no sum sufficient to pay the difference between sums due to CONTRACTOR from DISTRICT and the cost of completing work, and there is a sum remaining due to CONTRACTOR after DISTRICT deducts the aforementioned costs of completing the work, the DISTRICT shall thereupon pay such sum to CONTRACTOR.

No act by DISTRICT before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this paragraph upon the happening of any prior default or breach by CONTRACTOR shall be construed to be a waiver or to stop DISTRICT from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by CONTRACTOR to fulfill the terms and conditions of the Contract. The rights of DISTRICT pursuant to this paragraph are cumulative and in addition to all other rights of DISTRICT pursuant to this Contract and at law or in equity.

Under California Government Code, Section 4215, "Responsibility of Public Agency", the CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the OWNER of the utility to provide for removal or relocation of such utility facilities. CONTRACTOR shall prior to any excavation notify (USA) Underground Service Alert to verify the location of underground utilities.

Under California Public Contract Code, Section 6109, "Ineligible and Debarred Subcontractors", the CONTRACTOR is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

California Public Contract Code, Section 22300, provides for substitution of securities for withheld funds with a required form of escrow agreement: The CONTRACTOR is permitted the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract.

This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or

certified mail addressed to the parties at the addresses below or delivered by fax or email.

This Contract shall be interpreted and governed by the laws of the State of California.

Any action arising out of this Contract shall be brought in San Joaquin County, California, regardless of where else venue may lie.

In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

CONTRACTOR agrees to comply with the following:

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) Employees of the CONTRACTOR: Employees of the CONTRACTOR shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

By signing this Contract, CONTRACTOR assures State and DISTRICT that it complies With the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

During the performance of this Contract, CONTRACTOR and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

By signing this Contract, CONTRACTOR hereby certifies under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. CONTRACTOR's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations
- c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Contract:
 1. Will receive a copy of DISTRICT's drug-free policy statement (APPENDIX B), and
 2. Will agree to abide by terms of CONTRACTOR's condition of employment, contract or subcontract.

Suspension of Payments: This Contract may be subject to suspension of payments or termination, or both, and CONTRACTOR may be subject to debarment if the State determines that:

- a) CONTRACTOR or its Subcontractors have made a false certification, or
- b) CONTRACTOR or its Subcontractors violate the certification by failing to carry out the requirements noted above.

CONTRACTOR, by signing this Contract, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Contract. Furthermore, CONTRACTOR, by signing this Contract, hereby certifies that:

- a) No State funds disbursed by this Contract will be used to assist, promote, or deter union organizing.
- b) CONTRACTOR shall account for funds disbursed for a specific expenditure by this Contract to show those funds were allocated to that expenditure.
- c) CONTRACTOR shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- d) If CONTRACTOR makes expenditures to assist, promote, or deter union organizing,

CONTRACTOR will maintain records sufficient to show that no State funds were used for those expenditures and that CONTRACTOR shall provide those records to the Attorney General upon request.

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

- a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract

DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

That, in the event that a dispute arises between the DISTRICT and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

DISTRICT: Reclamation District No. «RD»
«RD_Name»

By _____

«RD_Rep»
«RD_Rep_Title»
Reclamation District «RD» - «RD_Name»
«RD_Address_line_1»
«RD_Address_line_2»

«RD_Phone»

CONTRACTOR: «Contractor»

By _____

«Contractor_Project_Manager_Name»
«PM_Title»
«Contractor_Address_line_1»
«Contractor_Address_line_2»

Work: «Contractor_Work_Phone»
Cell: «Contractor_Cell_Phone»

Appendix A

Additional Labor Law and Other Requirements

APPENDIX A

Additional Labor Law and Other Requirements

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following:

1. Payment of prevailing wage rates.

The Contractor to whom the Contract is awarded and its Subcontractors hired for the public works project are required to pay the specified general prevailing wage rate to all workers employed in the execution of the contract. The Contractors shall pay prevailing wages under Labor Code Section 1770 et seq. UNLESS NOTIFIED IN WRITING BY District that the project does not exceed applicable exemption amounts.

The Contractor shall comply with Labor Code Section 1775, "Forfeiture for paying less than prevailing wage rates; Amount of penalty; Payments to workers; Liability of Prime Contractor; Notification of complaint".

The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

NO CONTRACTOR OR SUBCONTRACTOR MAY BE LISTED ON A BID PROPOSAL FOR A PUBLIC WORKS PROJECT (SUBMITTED ON OR AFTER MARCH 1, 2015) UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) PURSUANT TO LABOR CODE SECTION 1725.5. To register log on to the DIR website. <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

ALL CONTRACTORS AND SUBCONTRACTORS MUST FURNISH ELECTRONIC CERTIFIED PAYROLL RECORDS DIRECTLY TO THE LABOR COMMISSIONER (aka DIVISION OF LABOR STANDARDS ENFORCEMENT).

2. Apprentices

It is the duty of the Contractor and the Subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties, Forfeitures and Debarment

There are penalties required for Contractor and Subcontractor failure to pay prevailing wage rates (for non exempt projects) and for failure to employ apprentices including forfeitures and debarment under Labor Code Sections 1775, 1777.5, 1777.7 and 1813.

4. Certified Payroll Records

Contractors and Subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work, the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired for the public works project under Labor Code Section 1776.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor or Subcontractor or shall be furnished to any employee, or

his/her authorized representative on request, according to Labor Code Section 1776. There are penalties for failure to do so under Labor Code Section 1776.

Each Contractor and Subcontractor shall upon request by District submit its certified payroll record to the Department of Industrial Relations, Compliance Management Unit (CPU) and if requested to District or District's labor compliance person on a weekly basis. The records shall be submitted via CMU's electronic certified payroll reporting (eCPR) or other manner specified by District. If there was no work performed during a given week, the certified payroll may be annotated: "no work" for that week.

5. Nondiscrimination in Employment

Employment discrimination is prohibited under Labor Code Sections 1735 and 1777.6, the government code, the public contracts code and the Civil Rights Act of 1964, as amended. All Contractors and Subcontractors are required to implement equal employment opportunity employment practices for women and minorities as delineated below:

A. Equal Employment Poster

The equal employment poster shall be posted at the job site in a conspicuous place, available to employees and applicants for employment and shall remain posted for the duration of the project.

6. Kickbacks Prohibited

Contractors and Subcontractors are prohibited from accepting, taking wages illegally or extracting "kickback" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

Contractors and Subcontractors are prohibited against accepting fees for registering any person for public work under Labor Code Section 1779 or for filling work orders on public works under Labor Code Section 1780.

8. Listing of Subcontractors

All Prime Contractors are required to list properly all Subcontractors hired to perform work on the public works project, according to Public Contract Code Section 4100 et seq.

9. Ineligible and Debarred Subcontractors

Under Public Contract Code Section 6109, the Contractor is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

10. Proper Licensing

Contractors are required to be properly licensed and must require that all Subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law found at Business and Professions Code 7000 et seq.

11. Unfair Competition Prohibited

Contractors and Subcontractors are prohibited from engaging in unfair competition as specified under Business and Professional Code Sections 17200 to 17208.

12. Workers Compensation Insurance

Labor Code Section 1861 requires Contractors and Subcontractors to be properly insured for worker's compensation in accordance with the provisions of Labor Code Section 3700.

13. OSHA

Contractors and Subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

14. Undocumented Workers

Federal law prohibits the hiring of undocumented workers and requires that employers secure proof of eligibility from all workers.

15. Wage Statements

Employers must provide itemized wage statements to employees under Labor Code Section 226.

16. Americans with Disabilities Acts

Contractors must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C., 12101 et seq.)

17. Particular Labor Code Sections

Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 provide as follows:

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; inspection; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules and regulations

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978

(29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to

written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship

program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program

shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

Appendix B

Drug-Free Workplace Policy

APPENDIX B

RECLAMATION DISTRICT NO. «RD» (RD)

DRUG-FREE WORKPLACE POLICY

NOTIFICATION

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited. Violation on the Reclamation District jobs or premises is subject to the actions as set forth in this Drug-Free Workplace Policy.

Purpose and Goal

RD is committed to protecting the safety, health and wellbeing of all employees and other individuals in our workplace. RD recognizes that alcohol abuse and drug use pose a significant threat to our goals. RD has established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- RD encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the RD, is applying for a position or is conducting business on the RD's property is covered by the RD's drug-free workplace policy. RD policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, contractors and subcontractors.

Applicability

RD drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the RD. Therefore, this policy applies during all working hours, whenever conducting business or representing the RD, while on call, paid standby, while on RD property and at RD-sponsored events.

Prohibited Behavior

It is a violation of RD drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company doctor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of RD drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the RD in writing within five calendar days of the conviction. The RD will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Consequences

One of the goals of the RD drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Assistance

RD recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To support RD employees, RD drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders may be covered by an employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the RD through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.

Communication

Communicating RD drug-free workplace policy to both supervisors and employees is critical to the success of the program. To ensure all employees are aware of their role in supporting the RD drug-free workplace program all employees are to receive a written copy of this policy.

**DOCUMENT 00700
GENERAL CONDITIONS**

SECTION 1 - GENERAL

1.01 GENERAL

- A. Unless the context otherwise requires, whenever in the specifications and other contract documents the following terms are used, the intent and meaning shall be interpreted as provided herein.
- B. Working titles having a masculine gender, and the pronoun "he" are utilized in the specifications for sake of brevity, and are intended to refer to persons of either sex.

SECTION 4 – CONTROL OF WORK

4.01 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the Contract; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Engineer's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

4.02 INSPECTION

- A. The Engineer shall at all times have safe access to the work during construction, and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to inspection.
- B. Whenever the Contractor varies the period which work is carried out, notice shall be given the Engineer, so that inspection may be provided. Any work done in the absence of the Engineer, may be subject to rejection.
- C. The inspection of the work or material shall not relieve the Contractor of any of his obligation to fulfill the contract as prescribed. Work or materials not meeting such requirements shall be made good, notwithstanding the fact that such work or materials have been previously inspected by the Engineer or the payment therefore has been included in a progress estimate.
- D. Projects financed in whole or in part with City, County, State and/or Federal funds shall be subject to inspection at all times by the agencies involved.

SECTION 5 - CONTROL OF MATERIALS

5.01 STORAGE OF MATERIALS

- A. Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate their inspection.

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

6.01 LAWS TO BE OBSERVED

- A. The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all County, Municipal, Local and Special District laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the District, and all officers and employees thereof connected with the work, including the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Contractor shall forthwith report the same to the Engineer in writing.

6.02 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

SECTION 7 - PROSECUTION AND PROGRESS

7.00 TIME OF COMPLETION - «Notice_to_Proceed_Date» to «Project_Completion_Date»

- A. The Contractor shall complete all or any designated portion of the work called for under the contract within a «**Contract_Working_Days**» working day time frame within the dates indicated above.

SECTION 8 - MEASUREMENT AND PAYMENT

8.01 PARTIAL PAYMENTS

- A. Once each month the Contractor may submit to Engineer a payment request showing the total amount of work done and the amount requested. The related delivery tags shall accompany any other documentation required to substantiate completion of the work.

- B. The Engineer for partial payment purposes shall determine the value of the work completed. The Engineer may require the Contractor to submit a monthly statement indicating the status of completion of each item of work and accompanied by such documentation as be required to substantiate the completion of work

8.02 FINAL PAYMENT

- A. After the completion and acceptance of the work by the District, the Engineer will make a final estimate of the amount of work done there under, and the value of such work, and the District shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.
- B. It is mutually agreed between the parties to the Contract that no certificates given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.
- C. The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the District and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

END OF SECTION 00700

Appendix C

Routine Maintenance Agreement

Appendix D

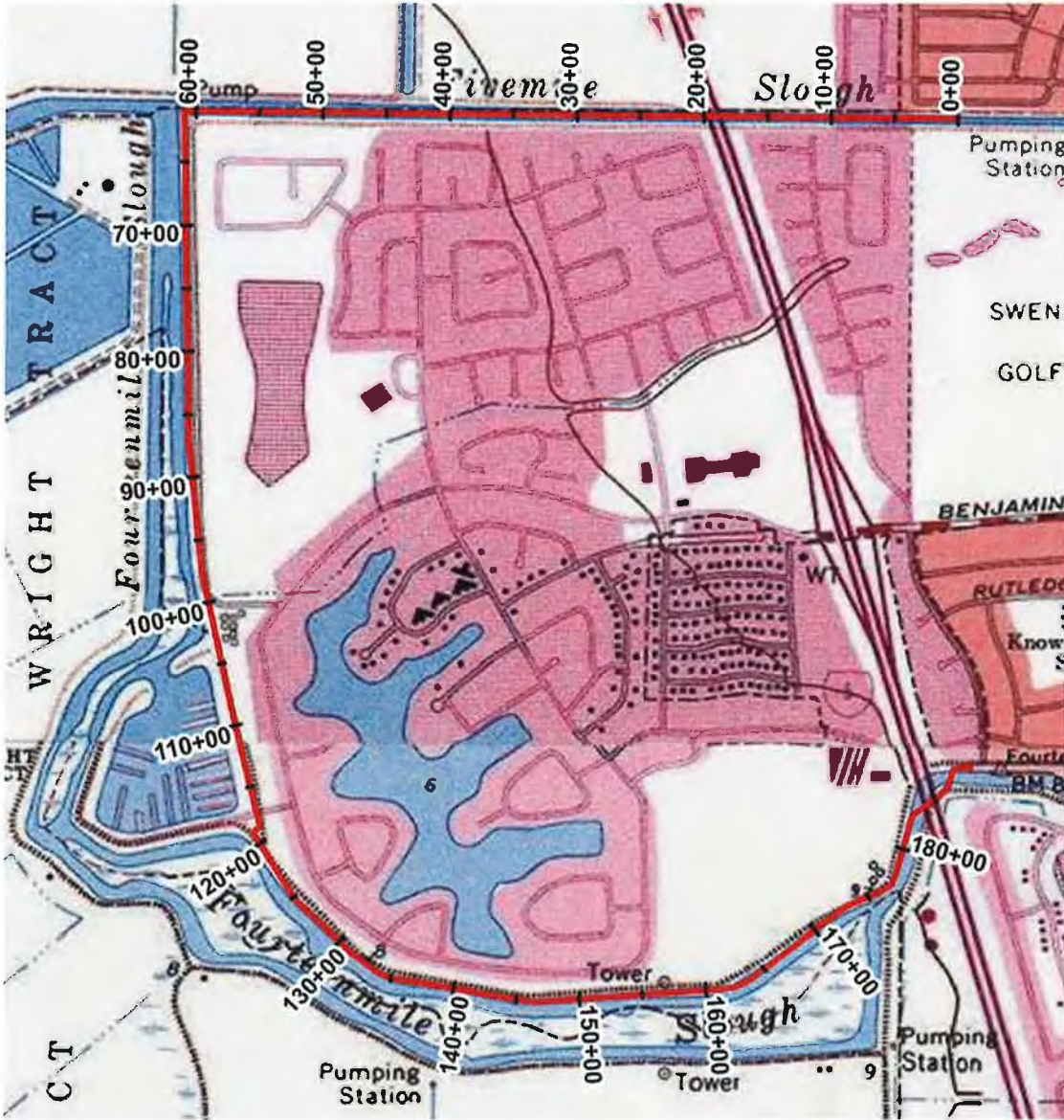
Plans

Exhibit B

Reclamation District No. 1608, Lincoln Village West

LEVEE INSPECTION REPORT

Delta Levees Subventions Program



INSPECTION ITEMS IDENTIFIED ON THIS INSPECTION

Draw line from task to project location on map, provide detail below.

Encroachment

Erosion

Pumps

Rodent Control

Roads

Seepage / Boils

Toe Drains

Vegetation

Other: _____

PROJECT SUPERVISION

Draw line from task to project location on map, provide detail below.

Encroachment Removal

Erosion Repairs

Road Repairs

Debris Cleanup

Toe Drains

Vegetation Control

Other: _____

INSPECTION DATE: _____ START TIME: _____ END TIME: _____

WEATHER/TIDES: _____

OBSERVATIONS (attach photos if available):

FOLLOWUP REQUIRED: _____

ENTIRE LENGTH OF INSPECTION: Start Station: _____ End Station: _____

INSPECTOR NAME: _____

Exhibit C

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. Pre-construction 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 Lilaeopsis, 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 ODFW 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

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 slipouts, 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**

DRAFT

Exhibit D

Summary of Authorized Maintenance Activities and Work Windows

Activity	Guidelines	Work Window
Rodent Control	<p>According to Fish and Game Code, ground squirrels and rodents can be taken by traps. Calif. Dept. of Fish and Wildlife (CDFW) limits rodent control bait to use of anticoagulant bait stations only. No fumigation is allowed. Beaver control requires a depredation permit issued by CDFW. Filling of beaver and muskrat dens is allowed, currently however, grouting and filling of dens and holes may be subject to Giant Garter Snake and Burrowing Owl biological surveys and may need to be discussed with DFW prior to performing work.</p>	<p>Year Round (Biological Surveys may be required for filling rodent holes and construction relative to Burrowing Owls, Giant Garter Snake and other)</p>
Migratory Bird Protection	<p>CDFW limits brush removal, tree trimming and maintenance activities during nesting bird season. Work can be completed during Federal Migratory Bird Treaty Act (MBTA) nesting season only after a biological survey is completed and the results are reported to CDFW and appropriate buffers are maintained with a biological monitor if nests are present.</p>	<p>No tree trimming etc. or maintenance activities from February 1st - August 15th (unless approved biological surveys have been completed).</p>
Vegetation Removal	<p>CDFW limits vegetation removal and herbicide application to protect ground nesting species. Migratory Bird Protection applies (see above)</p>	<p>Herbicides may only be applied from July 1st - March 1st. Vegetation removal (branches, stems, vines, shrubs, mowing, burning etc.) may only be removed also from July 1st - March 1st. Herbicides used to control giant reed may be applied at any time of year. No soil sterilants may be used.</p>
Debris Removal	<p>Removal of woody or herbaceous debris which reduces channel capacity</p>	<p>Work below waterside hinge point allowed between August 1st - November 30th. Work above waterside hinge point allowed year round.</p>
Repairing Roads/Crown	<p>Repairing levee patrol and access roads and reshaping levee crown</p>	<p>Work below waterside hinge point allowed between August 1st - November 30th. Work above waterside hinge point allowed year round.</p>

Summary of Authorized Maintenance Activities and Work Windows

Levee Erosion Repairs	<p>Repairing levee slope and supplementing riprap to stabilize minor slipouts or erosion. Extensive Federal Permits are required for work below the Mean High Water line. That elevation varies on all Districts and should be clearly identified prior to performing work and any pre inspections. It is advisable to have DFW inspect the site prior to construction to insure compliance.</p>	<p>All levee work below waterside hinge point allowed only between August 1st - November 30th. Repair work is limited to 100 linear feet at each location. Total linear feet of repair work locations not to exceed 1,200ft per year. Vegetation must be allowed to re-establish at repair sections.</p>
Tree Removal	<p>CDFW limits tree removals to outside of MBTA nesting season (see above). As well as places diameter restrictions on removals. It is advisable to have DFW inspect the site prior to construction to insure compliance.</p>	<p>No tree trimming or tree removals from February 1st - August 15th. Outside of above season, tree branches may be pruned up to 48 inches from the ground and dead trees may be removed with gps location, before/after pictures, and diameter at breast height. Live trees may be removed outside of MBTA season if trunk less than 2 inches in diameter at 48 inches height. No removals of root systems. No branch or limb removals over the river.</p>
Water Control Devices	<p>The cleaning, repairing, raising or modification of water control devices</p>	<p>Work below waterside hinge point allowed between August 1st - November 30th. Work above waterside hinge point allowed year round.</p>

If there is any question regarding potential impacts, please contact KSN for guidance.

Non-compliance with environmental regulations can result in denied claims or legal enforcement action

Maintenance Activities Work Windows

Activity

Periods Activity is Allowed:



	January	February	March	April	May	June	July	August	September	October	November	December
Rodent Control												
Migratory Bird Protection												
Vegetation Removal												
Debris Removal Above Waterside Hinge Point												
Debris Removal Below Waterside Hinge Point												
Repairing Roads/Crown Above Waterside Hinge Point												
Repairing Roads/Crown Below Waterside Hinge Point												
Levee Erosion Repairs												
Tree Removal												
Water Control Devices Above Waterside Hinge												
Water Control Devices Below Waterside Hinge												

DECEMBER 2017 LEVEE SUPERINTENDENT JOE BRYSON 1608

1. Levee patrol. Checked and ran pumps four times. Cleaned pump area. Picked up trash at Plymouth, and two mattresses.
2. We have two new homeowners on levee. Eugene and Mary Cruz, 3509 Stone River Circle. The Davidson home. They would like to have a swimming pool.
3. Rich and Maywell Kemp, 3884 Fourteen Mile drive. The McNeil home. They have a new permit.
4. Went to a public meeting, The Five Mile Slough Project Study Report.
5. The gopher on North West levee is gone.
6. Repaired seven fences in November. Three new ones have been cut.
7. Sandoval Fencing installed a 2' by 4' boarder at the toe of the levee. Delta Apartments, South East levee, West of I-5 installed a 10' fence where Caltrans had removed the fence to dig a trench.
8. The small job North West levee, removing roots from ground side levee, has turned into a big job. Three loads of dirt and three loads of sod.
9. Lots of man hours. Had Carr from KSN come out and look at the blacktop cracks. We are going to put together a plan to replace damaged black top road.
10. I saw the lowest low tide this month. North West levees.
11. Many calls regarding election.
12. I hope to inspect South West levee this month.
13. The Marina covered most of the dirt area with blacktop. Looks good
14. Met with Dr. Panzer to review two permits.
15. Met with the trustee Dan, we inspected the levee.
16. Met with Wendy from KSN regarding the Subvention Program.
17. Should finish pruning and vegetation on levee this month. When I call for a dumpster pickup I am speaking with someone in Chicago. We don't have an address where the dumpster sits.
18. The last time Levee Encroachment was revised was March 1, 2013.
19. Received call regarding water running down the street, 6400 Embarcadero Drive. Broken water line in island court yard. Called city engineer.

DICKINSON'S
WEED SPRAYING CO.
P.O. BOX 8262, STOCKTON, CA. 95208

RECLAMATION DISTRICT 1608

11/28/17

Dickinson's Weed Spraying Co. proposes to furnish labor, material, equipment and transportation to accomplish weed control for a period of one year. Regrowth of weeds in the area specified below will be retreated at the request of the customer without additional charge within the warranty period. Payment for the service is due within 30 days of the invoice date. Past due accounts may be subject to interest, collection and attorney fees. This proposal may be withdrawn if not accepted within 30 days.

AREAS TO BE SPRAYED:

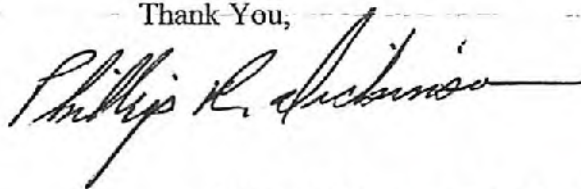
I agree to spray and control undesirable vegetation on district property during the year 2018 for the following cost.

- A. Pre-emergent application for \$3870.00.
- B. Monthly inspections and re-sprays for \$450.00 a month or total of \$5,400.00.

I, Phillip Dickinson, am a sole owner-operator and state the following:

- 1. There are no employees in my business.
- 2. This proposal complies with prevailing wage requirements.

Thank You,



COST: \$9,270.00

Phillip Dickinson, QAL 104838

Acceptance by property owner or agent of the property owner: The above conditions, prices, and specifications are satisfactory and you are authorized to do the work proposed.

Date:

12-6-2017

Signature:



RECLAMATION DISTRICT 1608
FINANCIAL REPORT DECEMBER 6, 2017
% OF FISCAL YEAR ELAPSED THROUGH NOVEMBER 30, 2017 - 41.66%

Budget Item	Budget Amount	Expended MTD	Expended YTD	% YTD
<u>Operations & Maintenance Expenses</u>				
Levee Superintendent	\$70,500.00	\$12,168.00	\$28,682.00	40.68%
Part Time Employees	\$23,000.00	3,661.50	8,259.95	35.91%
Payroll Taxes and Expenses	\$12,000.00	(500.65)	6,584.17	54.87%
Fences & Gates	25,000.00	1,086.69	2,092.72	8.37%
Locks & Signs	1,500.00	0.00	0.00	0.00%
Weed and Rodent Control & Clean up	14,000.00	9,675.00	10,004.29	71.46%
Levee Repair Fund (General Operations & Maintenance)	65,000.00	885.16	1,473.11	2.27%
Levee Repair Fund (Levee Capital Improvement Projects)	200,000.00	0.00	88,314.18	44.16%
Pump System Maintenance	1,000.00	46.41	155.69	15.57%
Wireless Services (Cell and Mobile Computer)	1,800.00	120.08	888.10	49.34%
Emergency Equipment & Supplies	1,000.00	19.59	113.96	11.40%
Garbage Service	3,000.00	268.06	1,549.91	51.66%
District Vehicle (Fuel, Maintenance and Repairs)	6,000.00	130.85	876.73	14.61%
Totals	\$423,800.00	\$27,560.69	\$148,994.81	35.16%
<u>General Expenses</u>				
Trustee Fees	\$6,000.00	\$300.00	\$1,500.00	25.00%
Secretary Fees	10,000.00	725.00	3,875.00	38.75%
Office Expenses (includes storage facility)	1,000.00	76.00	332.66	33.27%
General Legal	55,000.00	1,556.82	12,579.29	22.87%
Audit	4,000.00	0.00	0.00	0.00%
County Administration Costs	7,250.00	0.00	0.00	0.00%
Liability Insurance	6,000.00	0.00	0.00	0.00%
Workers Comp Insurance	13,000.00	569.58	3,417.48	26.29%
Automobile Insurance	2,400.00	0.00	0.00	0.00%
Election Costs	31,500.00	4,102.50	8,756.62	27.80%
Newsletters & Public Communications	10,000.00	0.00	5,432.19	54.32%
Totals	\$146,150.00	\$7,329.90	\$35,893.24	24.56%
<u>Engineering Expenses</u>				
General Engineering	\$15,500.00	\$2,086.00	\$6,520.94	42.07%
Plan Review Engineering	20,000.00	41.50	909.64	4.55%
Administration of Delta Levee Subventions Program	25,500.00	1,384.54	17,540.32	68.79%
Periodic Levee Property Inspections and Surveys	25,000.00	0.00	0.00	0.00%
Routine Levee Maintenance Consultation	7,500.00	1,005.00	1,294.50	17.26%
Engineering, Mgmt & Inspection of Capital Imp. Projects	52,500.00	0.00	0.00	0.00%
FEMA LOMR Preparation	17,000.00	510.00	7,676.25	45.15%
Assessment Engineering	5,800.00	0.00	1,175.69	20.27%
Sediment Removal Project	468,000.00	66,302.85	110,674.25	23.65%
Totals	\$636,800.00	\$71,329.89	\$145,791.59	22.89%
<u>Warrant Interest Expenses</u>				
Warrant Interest Expense	\$0.00	\$0.00	\$0.00	0.00%
Totals	\$0.00	0.00	\$0.00	0.00%
Total Expense Budget	\$1,206,750.00	\$106,220.48	\$330,679.64	27.40%

**RECLAMATION DISTRICT 1608
FINANCIAL REPORT DECEMBER 6, 2017
% OF FISCAL YEAR ELAPSED THROUGH NOVEMBER 30, 2017 - 41.66%**

Budget Item	Anticipated Income	Income MTD	Income YTD	%YTD
<u>Income</u>				
Property Taxes	\$204,020.00	\$0.00	\$900.69	0.44%
Interest Income	9,500.00	5,328.00	10,071.00	106.01%
Assessments	298,000.00	0.00	12,226.18	4.10%
Subvention Reimbursement	348,298.00	0.00	146,074.74	41.94%
Revenue From Reserves	400,000.00	0.00	0.00	0.00%
Other Reimbursable Expenses	22,000.00	0.00	0.00	0.00%
Totals	<u>\$1,281,818.00</u>	<u>5,328.00</u>	<u>\$169,272.61</u>	13.21%

Cash On Hand

Cash Balance as of July 1, 2017	\$1,793,992.14
Revenues (YTD), as of October 31, 2017	169,272.61
Bank of Stockton Account Balance - November 30, 2017	26,856.27
Expenses (YTD), as of October 31, 2017	<u>220,200.79</u>
TOTAL CASH	<u><u>\$1,769,920.23</u></u>

Cash On Hand (Exclusive of Reserves) **\$369,920.23**

Reserves

Capital Improvement Reserve	\$500,000.00
Board-designated reserve	\$900,000.00