

RECLAMATION DISTRICT 1608
FINANCIAL REPORT - NOVEMBER 7, 2018
% OF FISCAL YEAR ELAPSED THROUGH OCTOBER 31, 2018 - 33.3%

Budget Item	Budget Amount	Expended MTD	Expended YTD	% YTD
Operations & Maintenance Expenses				
Levee Superintendent	\$70,500.00	\$6,752.50	\$25,049.00	35.53%
Part Time Employees	23,000.00	1,816.00	5,666.36	24.64%
Payroll Taxes and Expenses	14,000.00	1,314.22	8,450.51	60.36%
Fences & Gates	50,000.00	0.00	80.38	0.16%
Locks & Signs	1,500.00	0.00	0.00	0.00%
Weed and Rodent Control & Clean up	14,000.00	8.42	(1,559.93)	-11.14%
Levee Repair Fund (General Operations & Maintenance)	50,000.00	1,775.45	3,269.19	6.54%
Levee Repair Fund (Levee Capital Improvement Projects)	175,000.00	0.00	8,658.28	4.95%
Pump System Maintenance	1,000.00	25.96	117.91	11.79%
Wireless Services (Cell and Mobile Computer)	1,800.00	160.00	475.24	26.40%
Emergency Equipment & Supplies	1,000.00	0.00	0.00	0.00%
Garbage Service	3,000.00	283.25	1,958.01	65.27%
District Vehicle (Fuel, Maintenance and Repairs)	2,400.00	446.55	951.83	39.66%
TOTAL	\$407,200.00	\$12,582.35	\$53,116.78	13.04%
General Expenses				
Trustee Fees	\$8,460.00	\$940.00	\$3,055.00	36.11%
Secretary Fees	10,000.00	745.00	2,980.00	29.80%
Office Expenses (includes storage facility)	1,000.00	383.71	661.17	66.12%
General Legal	55,000.00	1,897.08	11,505.66	20.92%
Audit	4,000.00	0.00	0.00	0.00%
County Administration Costs	7,250.00	0.00	0.00	0.00%
Property and Liability Insurance	8,900.00	0.00	0.00	0.00%
Workers Compensation Insurance	8,000.00	552.33	2,209.32	27.62%
Election Costs	0.00	0.00	0.00	0.00%
Newsletters & Public Communications	12,000.00	0.00	91.77	0.76%
TOTAL	\$114,610.00	\$4,518.12	\$20,502.92	17.89%
Engineering Expenses				
General Engineering	\$16,500.00	\$6,263.75	\$12,936.25	78.40%
Plan Review Engineering	25,000.00	1,142.10	6,406.76	25.63%
Administration of Delta Levee Subventions Program	25,000.00	5,323.04	17,284.88	69.14%
Periodic Levee Property Inspections and Surveys	25,000.00	0.00	0.00	0.00%
Routine Levee Maintenance Consultation	7,500.00	1,250.88	3,801.23	50.68%
Engineering, Mgmt & Inspection of Capital Imp. Projects	35,000.00	0.00	0.00	0.00%
DWR 5 Year Plan	50,000.00	0.00	0.00	0.00%
Miscellaneous Expenses (e.g. travel)	0.00	0.00	0.00	0.00%
Assessment Engineering	2,100.00	0.00	1,896.44	90.31%
Sediment Removal Project	270,000.00	3,360.55	11,067.80	4.10%
TOTAL	\$456,100.00	\$17,340.32	\$53,393.36	11.71%
Warrant Interest Expenses				
Warrant Interest Expense	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	\$0.00	0.00	\$0.00	0.00%
TOTAL EXPENDITURES	\$977,910.00	\$34,440.79	\$127,013.06	12.99%

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FINANCIAL REPORT - NOVEMBER 7, 2018
% OF FISCAL YEAR ELAPSED THROUGH OCTOBER 31, 2018 - 33.3%

Budget Item	Anticipated Income	Income MTD	Income YTD	% YTD
Income				
Property Taxes	\$208,120.00	\$0.00	\$2,829.01	1.36%
Interest Income	15,000.00	0.00	7,594.00	50.63%
Assessments	298,000.00	1,800.00	2,466.46	0.83%
Subvention Reimbursement	200,000.00	0.00	0.00	0.00%
Other Reimbursable Expenses	50,000.00	0.00	0.00	0.00%
Totals	<u>\$771,120.00</u>	<u>\$1,800.00</u>	<u>\$12,889.47</u>	<u>1.67%</u>

Cash On Hand

Cash Balance as of July 1, 2018	\$1,738,986.47
Revenues (YTD), as of September 30, 2018	12,889.47
Bank of Stockton Account Balance - September 30, 2018	21,335.85
Expenses (YTD), as of September 30, 2018	104,541.00
TOTAL CASH	<u><u>\$1,668,670.79</u></u>

Cash On Hand (Exclusive of Reserves)

\$1,668,670.79

Reserves

Capital Improvement Reserve	\$500,000.00
Board-Designated Reserve	900,000.00

Reclamation District 1608
November, 2018 Bills

NAME	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	SUBVENTION FUND
Michael Panzer		\$235.00		6109		
			\$235.00			
Brett Tholborn		\$235.00		6110		
			\$235.00			
				6111 Void		
			\$0.00			
Jean Knight		\$827.00		6112		
			\$827.00			
Neumiller & Beardslee	295256	\$1,897.08		6113		
			\$1,897.08			
Kjeldsen, Sinnock & Neudeck	23889-23895	\$17,340.82		6114		
			\$17,340.82			
Dan MacDonnell		\$470.00		6115		
			\$470.00			
PG&E		\$25.96				
			\$25.96			
The Record	Order #1129007	\$135.66				
			\$135.66			
Croce & Company	2013107 & 2013204	\$818.70				
			\$818.70			
State of California Payroll Taxes		\$477.33			online	
			\$477.33			
Federal Government Payroll Taxes		\$2,178.84			online	
			\$2,178.84			
Bank of Stockton Visa		\$3,527.71			online	
			\$3,527.71			

Reclamation District 1608
November, 2018 Bills

Hector Bryan Kendall		\$246.65			1385
			\$246.65		
James David Born		\$357.17			1386
			\$357.17		
Joe Vincent Perucca		\$116.48			1387
			\$116.48		
Joe Bryson		\$4,677.05			1388
			\$4,677.05		
Hector Bryan Kendall		\$822.15			1389
			\$822.15		
Joe Vicent Perucca		\$116.46			1390
			\$116.46		
	WARRANT TOTAL:		\$21,166.52		
	CHECKING TOTAL:		\$12,403.38		
	TOTAL BILLS PAID		\$33,569.90		

Dear Homeowners and Businesses:

It's that time of year again when we prepare for the winter season. Your assistance in keeping the levees clean and safe is appreciated.

Please contact Joe Bryson, District Superintendent, if you notice any dead/fallen trees or any other vegetation or floating debris along the District's levee. In addition, please contact him immediately if you observe any animal activity that is damaging the levees or any suspicious human activity/acts of vandalism.

With the approach of the rainy season, please keep bushes, trees and vegetation on your property properly trimmed to provide clear and unobstructed levee inspectability.

Thank you for helping to keep our levees clean and safe for each of you, your families, your neighbors, and our community.

Sincerely,
Board of Trustees
Reclamation District 1608

Encroachment of Vegetation onto Levees

Your individual efforts to remove vegetation contribute to your safety and to the safety of all, as well as help to comply with District Levee Encroachment Standards for lots with part of the District's levee on it. If you need direction on how to maintain the vegetation on your property, please contact Joe Bryson, District Superintendent, who will let you know what you need to do.



Nutria: A Triple Threat to California's Future

You have probably already heard that an animal called a Nutria has been spotted in parts of the Sacramento and San Joaquin Delta. A Nutria is a non-native animal that is considered an agricultural pest that destroys wetlands and can seriously damage and burrow into levees. While often confused with beaver and muskrat, nutria have these distinguishing characteristics:

- White whiskers
- Round, rat-like tail
- Dark black ears with lighter-colored fur below
- Large blocky head, often with orange teeth
- Body length up to 24 inches
- Weight up to 22 pounds
- Partially webbed hind feet
- Prolifically reproduce up to 40 offspring annually.

Other animals, such as rats, beavers, gophers, and squirrels, are also a constant threat to the integrity of the levees. If you notice any animal activity on or near the levees, please contact Joe Bryson, Levee Superintendent.

Sediment Removal

As mentioned in previous newsletters, the District plans to remove several feet of sediment in Fourteen Mile Slough between the Lincoln Village Marina and Grupe Park. Though work on the project was originally scheduled to commence this last summer, due to delays involving the sediment disposal site, work on the project is anticipated to start in the Fall of 2019.

The project will remove approximately 60,000 cubic yards of sediment from the Fourteen Mile Slough to deepen the slough to enable access to the levees for routine maintenance, repairs, and rapid emergency access by barge in a flood crisis.

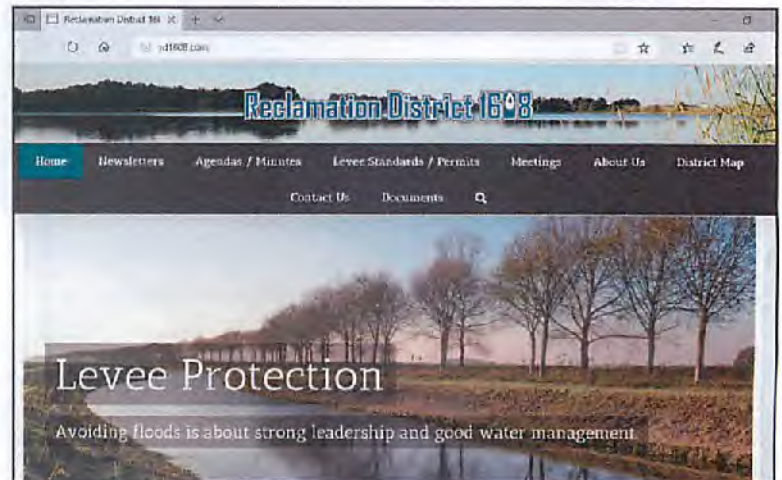
Dredged sediments will be removed using hydraulic dredge equipment. The dredging equipment will be mounted on a small barge that can be maneuvered within the project area under its own power or by use of small work boats. The dredged material will be pumped via a pipeline to a placement facility outside of District 1608. Dredging operations will only occur during daylight hours.

Once all logistical issues are resolved and necessary permits are received, the removal of sediment in the slough can commence. Sediment removal work will require between six to eight weeks to complete. Approximately 60,000 cubic yards of sediment are anticipated to be removed.

Questions? Comments?

Feel free to call the District Hotline at (209) 298-3307 with any questions, comments, or suggestions.

You are also welcome to attend the District Board of Trustees meetings, which are held the first Wednesday of each month at 8:00 a.m. in the offices of Neumiller & Beardslee, 509 West Weber Avenue, 5th Floor, Stockton. An opportunity for public comment is offered at each Board meeting.



www.RD1608.Com

The District's web site is active and available to you. At www.RD1608.com, you will find the district's newsletters, agendas and minutes of board meetings, the District Engineer and District Superintendent reports, levee encroachment standards, and permit application information. You will also find a listing of current board members, a district map, and information on how to contact the district.

Thank you for your individual efforts to keep our levees safe and well maintained.

CONTACT INFORMATION

DISTRICT TRUSTEES
Michael Panzer, D.D.S., President
Dan MacDonnell
Brett L. Tholborn, C.P.A.

DISTRICT SUPERINTENDENT/
HOTLINE
Joe Bryson (209) 298-3307

ATTORNEY FOR THE DISTRICT
Dan Schroeder (209) 948-8200
Neumiller & Beardslee

ENGINEER FOR THE DISTRICT
Christopher H. Neudeck
(209) 946-0268
Kjeldsen, Sinnock & Neudeck

www.rd1608.com

NOVEMBER 2018 LEVEE SUPERINTENDENT JOE BRYSON 1608

- 1. Levee patrol station 00+-180+. Ran pumps, cleaned area. Picked up trash Plymouth gate.**
- 2. Installed three new roads with 4"x6" boarders. Laid rock on waterside in two backyards.**
- 3. I spent two and one half hours passing out letters South West levee.**
- 4. East gate on Plymouth was cut.**
- 5. Ran kids and taggers off three times, homeless twice I-5 underpass.**
- 6. Dog behind our fence at Morgan gate for three days. He is now hanging around Seagull.**
- 7. Kids broke three signs, I replaced.**
- 8. We repaired fences I-5 to Morgan, \$1,900 security wire and \$2,500 cattle and horse guard. One hundred plus hours.**
- 9. We accomplished a lot this month. Now that I get Joseph two or three times a month and Bryan is back. Had ten months of training him.**
- 10. We started fall vegetation pickup on levee. Two dumpsters this month, October.**
- 11. Met with KSN, Fish and Game, and DRW on inspection Delta Levee Subvention Program. Said everything looked great.**
- 12. Had two broken sprinklers Grupe Park. I capped and call City of Stockton. They repaired the next day.**
- 13. We finished up blacktop at Grupe Park South East levee.**
- 14. Received call, cars on levee and in parking lot Grupe Park and Seagull. Cut PG&E lock. When I arrived three cars took off.**
- 15. A tree started to grow between our chain link fence and homeowners wood fence. North East levee Cut and killed roots.**
- 16. Someone tried to break into Grupe Park pump area.**
- 17. Mr. Moran called regarding homeless walking on South East and Seagull. He was trying to steal our hand cart. When I arrived he ran under I-5, into the water and over a wooden fence at the apartments.**

Dr. Michael R. Panzer, Chairman
 Brett L. Tholborn, Trustee
 Dan MacDonnell, Trustee

**RECLAMATION DISTRICT NO. 1608
 LINCOLN VILLAGE WEST
 BOARD OF TRUSTEES MEETING
 WEDNESDAY, NOVEMBER 7, 2018
 8:00 A.M.
 ENGINEER'S REPORT**

Daniel J. Schroeder, Attorney
 Jean L. Knight, Secretary
 Christopher H. Neudeck, Engineer
 Joe Bryson, Superintendent

I. AB 360 DELTA LEVEE SUBVENTION PROGRAM

- A. Review current status of KSN Inc. 2018 Annual Levee Inspection to evaluate landowner encroachments and landowner violations notices and corresponding performances by land owners in complying with the Districts Rules and Regulations.

EXHIBIT A: KSN Inc. Spreadsheet summary with results from recent field inspection of landowner lot conditions post 2018 Spring clean-up.

EXHIBIT B: Photo Summary of Lots requiring additional work to comply with vegetation clean up requirements.

- B. Review Caltrans Permit for Metal Barrier Fence at 14 Mile Slough and Interstate 5. Seek Board of Trustees authority to award \$25,000 contract to Sandoval Fence for prototype "Metal Barrier Fence" project to install fence to secure levee from trespassers.

EXHIBIT C: State of California Department of Transportation Encroachment Permit No. 1018-NFN-0396

- C. Review the District's Draft Final Claim for Fiscal Year 2017/18 and seek signature from Chairman for submittal to DWR.

TOTAL FINAL CLAIM	<u>\$244,616.26</u>
LESS DISTRICT SHARE (1,000/MILE @ 3.6 miles)	\$ 3,600.00
TOTAL ELIGIBLE	\$241,016.26
MAX REIMBURSEMENT = 75% OF ELIGIBLE	\$ 180,762.20

- D. Project Funding Agreement LV-18-1.0-SP for the preparation of a new Five-Year Plan for Lincoln Village West. Seek authorization of the Board of Trustees to execute Agreement with the State of California Department of Water Resources.

EXHIBIT D: Project Funding Agreement LV-18-1.0-SP dated October 8, 2018.

- ***100% Cost Share for report cost up to \$50,000***
- ***75% Cost Share for report cost from \$50,000 - \$100,000***

EXHIBIT E: 2018 Requirements for 5 year plans dated February 23, 2018.

II. PLAN REVIEW

A. 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 new permit application from Arrendondo's requesting permission to install a storage unit at the rear of their home at the toe of the District's Levee. The storage unit will be constructed of wood and have 6-inch caster wheels to facilitate the moving and relocation of the unit to inspect the ground and concrete surface. The proposed shed is 7'2" X 7'9"

KSN Inc. is not recommending approval of proposed shed due to the extent of an encroachment in an area that needs to be free and clear of encroachments at the toe of the levee. The Arrendondo's levee toe area is already containing a/c units and is crowded. Adding a shed regardless of its maneuverability is not advisable since it will inhibit inspectability. KSN is aware of Arrendondo's attempt to make it easy to move with wheels but it will be in the way and in convenient for our Superintendent to inspect without have to take steps to have it moved during high water inspection.

EXHIBIT F: Cover letter dated October 23, 2018 seeking a permit for a portable storage unit at the toe of the District's levee.

EXHIBIT G: Arrendondo's October 23, 2108 application for portable storage unit.

EXHIBIT H: Arrendondo's October 23, 2108 plans for portable storage unit.

EXHIBIT I: Arrendondo's schematic plan of proposed storage unit.

(1) 4149 Fort Donaldson Dr

Mr. Morgan and Mrs. Susan Mayfield
Index No 127, Lot 22200
APN 098-420-16
(209) 478-3768 ext. 16 (Susan)

Review status of compliance with vegetation clearing and potential placement of District provided gravel in areas of cleared vegetation. Seek Board authorization to have General Counsel draft a letter on seeking compliance. Mayfield has been stalling for 8 months and even though they started to clean up excessive vegetation they have not yet completed the clearing in compliance with the District requirements for inspectability

(2) 6713 & 6669 Embarcadero

Embarcadero West Condominiums
Index No ____, Lot _____
APN 098-400-16 & 098-130-22

Review status of application being prepared by an Engineer for the Condominiums for the stairs with railing and other existing encroachment features located on the landside slope of the District's Levee.

- B. Review updated hard copy Aerial District Base Map with APN, owner's names and addresses and levee segments for inspection purposes.

EXHIBIT J: 11" x 17" Aerial District Base Maps with Assessor Parcel Numbers, (APN's), owner names and addresses and segments of levee (e.g. Northwest, Southeast etc.)

II. US ARMY COPRS OF ENGINEERS (USACE) LOWER SAN JOAQUIN RIVER FEASABILITY STUDY (LSRFS)

- A. Review outcome of meeting with SJAFCA held on Wednesday October 31, 2018 regarding funding to kickoff Design Agreement Priorities under the

USACE (LSRFS). 2018 Water Resource Development Act (WRDA) awarded Sacramento District \$1.0m towards an initial \$9.6m design contract.

1. OVERALL \$9.6m Contract:

- Fed 65% (\$6.24m)
- State 75% of 35% (26% or \$2.5m)
- Local 25% of 35% (9% or \$864,000)

2. 1ST INSTALLMENT \$1.0m Contract:

- Fed 65% (\$650,000)
- State 75% of 35% (26% or \$260,000)
- Local 25% of 35% (9% or \$90,000)

B. Currently there is not a cost sharing agreement with the State of California so the State/Local Share will be shouldered by SJAFCA.

EXHIBIT K: Peterson Brustad Inc. File Memorandum to SJAFCA dated August 17, 2018 regarding USACE Lower San Joaquin River FRM – Design Agreement Priorities.

III. FEMA MAPPING STATUS

A. Review progress of eLOMA application

EXHIBIT L KSN Inc. eLOMA status summary dated November 4, 2018.

IV. SEDIMENT REMOVAL PROJECT

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

EXHIBIT M: KSN Inc. Summary of work activities associated with the sediment removal project dated November 4, 2018.

Exhibit A

Lincoln Village West Violation/Remedy Tracking 2018

Address	Homeowner	Violation Type	Violation Notice Sent	Homeowner Response Date (required within 7 days) Phone	Homeowner Response Date (required within 7 days) Written	Home Owners Second Notice	Remedy Completion Date	Notes	Follow Up Inspection Notes
3469 Stone River Circle	Davis M. Poggi 209-662-5944	Vegetation	4/13/2018	4/18/2018				Spoke with Mr. Poggi, he his trimming trees, shrubs and removing every other fence board on east side of property. He was told that there would be an inspection in 30-60 days. Also Christopher H. Neudeck (CHN) would contact him re poppies growing along fence line & ground cover such as leaves to suppress weeds. 5/7 CHN spoke to Mr. Poggi and a light layer of leaves to suppress weeds where shrubs were removed. Need Follow Up Inspection	complies
3603 Stone River Circle	Luis & Alicia Bustamante 209-598-7145	Vegetation	4/13/2018	4/24/2018				CHN spoke w/Alicia, she will trim bushes/trees. Alicia is sending an email to be presented at 5/1 Board mtg by CHN as she cannot make it requesting to <u>not</u> comply w/landside slope clearing request. Request was denied at mtg & enforcement letter of the 2' veg clearing every 15' still needs to be complied with. Need Follow Up Inspection. On Friday May 25, 2018 CHN and Joe Bryson met with Luis & Alicia Bustamante to view their clearing of their landside slope vegetation. The Bustamantes had their gardener clear the landside ground cover in two foot strips every 15 feet on a diagonal to the ground for inspect ability. We discussed how the vegetation was cleared but not the roots of the ground cover and how the ground cover would easily grow back. They assured Joe and I that they would keep the diagonal lanes open and cleared and we agreed to have Phil Dickenson, RD 1608's herbicide sprayer consider spraying the lanes with roundup to keep the ground cover in control. Follow up communication with Bustamante's asked that the District not spray any herbicide.	Complied with slope clearing. 15' diagonals have shrubs growing back as predicted.
6231 Embarcadero Drive	G.W Zehender	Encroachments not Permitted (everything)	4/13/2018			5/14/2018		5/11/18 CHN wrote a 2nd notice letter to Zehender stating that permits were found for the improvements placed on the levee but that Zehender still needed to trim vegetation. Place this matter on the May agenda. 6/13 Notice sent to Zehender from Dist. Council informing him he has to find a resolution by 7/6, if not 7/11 board mtg the RD will pursue with their solution. 7/11 Notified that Zehender is in rest home and now seeking to notify current renters to comply with veg clearing. 7/18 Zehender responded and will work on complying with veg clearing. Zehender hire Larry's Treee Service and complied with vegetation clearing for inspectability by 8/3/18. Need Follow Up Inspection.	Complied with trimming vegetation. Vegetation near fence line may need to be trimmed further and may need to add 2' strips near fence line.
6243 Embarcadero Drive	Gonzalo & Soledad Busso Vanrell	Encroachments not Permitted (waterside fence)	4/13/2018			5/29/2018		5/29/18 CHN wrote a 2nd notice letter to Vanrell's notifying them of the 4/13/18 letter I sent them. Place this matter on the June agenda if we do not hear back from them. 8/24/18 Joe Bryson dropped of a permit request from Gonzalo Busso for fence placed along waterside slope above riprap. Mr. Gonzalo Busso has turned in a permit application for his fence for the September 5, 2018 Board of Trustees Board meeting. KSN Inc. is recommending approval of the fence application for permit.	-----
6321 Embarcadero Drive	Gregory & Melissa Black 209-601-5944	Vegetation	4/13/2018	4/23/2018				4/23/18 Spoke to Melissa, she will have a landscaper trim up vegetation, should be done in 3-4 weeks. Need Follow Up Inspection	Vegetation appears to have been previously sprayed on WS slope. Dead roots remain. Bushes need to be trimmed 2' off ground. Looks almost the same as previous inspection
6333 Embarcadero Drive	Michael & Krystle Balduzzi	Vegetation & Encroachments (waterside)	4/13/2018					5/1/18 CHN spoke w/Dr. Panzer who believes there are approved permits by previous home owners. Request sent to Andy P to check historical files for permits. Found historical file through Neumiller & Beardslee. Need to follow-up with requirement to clear vegetation otherwise improvements are approved.	Needs to clear vegetation 2' up. Vegetation needs to be cleared or have 2' strips.

Lincoln Village West Violation/Remedy Tracking 2018

Address	Homeowner	Violation Type	Violation Notice Sent	Homeowner Response Date (required within 7 days) Phone	Homeowner Response Date (required within 7 days) Written	Home Owners Second Notice	Remedy Completion Date	Notes	Follow Up Inspection Notes
6339 Embarcadero Drive	Michael & Jacqueline Ratto	Vegetation	4/13/2018			5/14/2018		2nd violation notice sent on May 14, 2018 reminding Ratto of April 13, 2014 notice. Below is response after 2nd notice: Greetings, Christopher Neudeck: We received the letter outlining conditions on our lot, 6339 Embarcadero Drive, that violated RD 1608's Encroachment Standards. We completed phase 1 of our plan, and will be working throughout June to complete the remaining necessary changes to bring our lot into compliance. Thank you for bringing the communication issue to our attention. Please note that we inadvertently delayed our plans as well as disclosure due to some unforeseen issues. Upon receiving the information, we were in the midst of on-boarding a new gardener service, which was given the paperwork. Due to some family health and work issues, we did not oversee the work. Inevitably, we made false assumptions that will be rectified immediately. We appreciate the work done by the Reclamation District No. 1608 and look forward to our perpetual partnership. If you wish to discuss this matter or our plan any further, please feel free to reach me via email or the number listed below anytime. 7/23 Per Jaqueline's email vegetation has been brought to compliance. Need Follow Up Inspection Jacqueline Ratto 209.915.3772	Vegetation between both decks need to be cleared or have 2' strips. Per CHN low ground cover on the waterside slopes is OK no further action on this lot.
6343 Embarcadero Drive	John & Kathryn Flanagan	Encroachments (landside)	4/18/2018			5/14/2018		2nd violation notice sent on May 14, 2018 reminding Flanagan of April 13, 2014 notice regarding unpermitted concrete steps and wood retaining wall and artificial turf. Recommend they be placed on next months agenda. 5/29/18 received an application for encroachment permit for the unpermitted concrete steps, retaining wall, and artificial turf. Will be submitting encroachment permit application for approval to the Board of Trustees on Wednesday June 6, 2018. Board of Trustees approved applications. Approval letter sent 7/27/18	complies
6347 Embarcadero Drive	Charles & Farley Staniec 916-233-8191	Encroachments (everything)	4/13/2018			6/8/2018		6/26/18 Chuck called and CHN returned his call and left message for Chuck to call CHN back to speak with directly with him. Chuck indicated that he would clean up the vegetation on his lot but as of 8/27/18 he had not done anything vegetation pruning. I spoke with Chuck today and reminded hm that we need to schedule and inspection to evaluate how to clear his lot for inspectability purposes. Chuck just opened a new shop in Dublin and he leaves for work at 5:30 AM and does not get home till 7:00 PM CHN will schedule a late evening inspection before sunset or a Saturday inspection in the month of September.	Everything is still wrong. See hyperlink.
6669 Embarcadero Drive	Embarcadero West Condos -Care of: Associa; ATTN: Diane Eppler 209-644-4932	Vegetation & Encroachments (landside)	4/13/2018	4/23/2018				D. Eppler left msg re violation notice. 4/24/18 CHN returned call, left msg and is waiting response to discuss. 4/25/18 D Eppler agreed to have veg trimmed & is preparing permit form, but would like more info on preparing it. Will have CHN call to discuss. 7/25 Spoke to Diane and they have complied w/vegetation clearing, but have not had plans drawn up for encroachments and doesn't know who to call for engineering. 8/24/18 WLF spoke to Diane re plans for stairwell. She's contacted 2 engineer firms so far and no one wanted to draw up plans. She will continue look.	Vegetation needs trimming. CHN spoke with Diane Eppler, property manager on 11 6/18 and she indicated that their engineering consultant is in the process of drawing up the necessary drawings and permit application for consideration.

Lincoln Village West Violation/Remedy Tracking 2018

Address	Homeowner	Violation Type	Violation Notice Sent	Homeowner Response Date (required within 7 days) Phone	Homeowner Response Date (required within 7 days) Written	Home Owners Second Notice	Remedy Completion Date	Notes	Follow Up Inspection Notes
6713 Embarcadero Drive	Embarcadero West Condos - Care of: Associa; ATTN: Diane Eppler 209-644-4932	Vegetation & Encroachments (landside)	4/13/2018	4/23/2018				D. Eppler left msg re violation notice. 4/24/18 CHN returned call, left msg and is waiting response to discuss. 4/25/18 D Eppler agreed to have veg trimmed & is preparing permit form, but would like more info on preparing it. Will have CHN call to discuss. 7/25 Spoke to Diane and they have complied w/vegetation clearing, but have not had plans drawn up for encroachments and doesn't know who to call for engineering. 8/24/18 WLF spoke to Diane re plans for stairwell. She's contacted 2 engineer firms so far and no one wanted to draw up plans. She will continue look.	Vegetation may have bee trimmed previously, strips need to be maintained. CHN spoke with Diane Eppler, property manager on 11 6/18 and she indicated that their engineering consultant is in the process of drawing up the necessary drawings and permit application for consideration.
3723 Hatchers Circle	Gilbert & Sylvia Vidales 209-915-7803	Vegetation	4/13/2018	5/11/2018				5/11 Gilbert left a msg that he had cleaned up the hedges in question. Need Follow Up Inspection	Complied
3757 Hatchers Circle	Gregory & Nancy Smith	Vegetation	4/13/2018	4/16/2018				Greg will trim up bushes 2' off ground with in a week (RD 1608 to inspect in 30 days) Need Follow Up Inspection	Looks the same as the last inspection, may have been trimmed? Per CHN this complies no further action necessary on this Lot.
3759 Hatchers Circle	Garrett Isaacson 209-649-3802	Vegetation & Encroachments (fence)	4/13/2018	4/16/2018			5/7/2018	Spoke to Garret 4/16/18 - Would dist. remove veg & lay gravel? Call back April 30 @ 9:00am to setup field inspection. Garret has agreed to rescind previously approved veg agreement and district will remove vegetation and lay gravel. 5/7/18 letter was sent detail plans of work to be performed. On 5/29/18 CHN followed up with a phone call to Garret, Garret indicated that he had given Joe Bryson the OK to proceed and that Joe was underway with the removal of the vegetation on the landside slope of the levee. Garret indicated that he would plant the sod and the trim tree at fence upon completion of the District placing the gravel on the landside slope. Need Follow Up Inspection	Complied
3763 Hatchers Circle	Jess & Yumi Oji	Vegetation	4/13/2018		6/11/2018	6/8/2018		6/11/18 Spoke to Jess - He said all vegetation has been cleared and stump removed. Need Follow Up Inspection	Complied
3769 Hatchers Circle	Stephen & Sandra Stoddard	Encroachments (raised garden beds)	4/13/2018	4/16/2018				4/17 CHN returned msg left by Sandra. 6/27/18 CHN found permits for encroachment violations and sent to the Stoddards. CHN will prepare a complete resolution letter and no follow up inspection needed.	Complies. (vegetation needs trimming though. Check for January inspection)
3819 Fort Donelson Drive	Todd & Christina Hosmer	Vegetation	4/13/2018			6/8/2018	6/26/2018	6/26/18 CHN spoke to Hosmer and sent a letter that Hosmer agrees to trim up the two areas on either side of the gate in the fence were a natural break in boxwood hedge allowing visible access every fifteen feet at toe of slope. Need Follow up Inspection	No break in hedge every 15'
3825 Fort Donelson Drive	Lance Turner	Vegetation	4/13/2018			6/8/2018		As of 6/27/18 no response from Turner re encroachment violations. CHN will put on agenda for 7/11 board mtg. 7/06 Second violation notice returned. 7/11 Notified that Turner is deceased and now attempting to reach daughter who is currently living on property for compliance. The Turner Property has had sveral landscape crews on the property the week of 8/20/18 - 8/24/18 cleaning and pruning the vegetation in compliance with the District's request. Need Follow Up Inspection	Same as previous inspection. Needs vegetation pruning.
3831 Fort Donelson Drive	Emmanuel & Rosita Taylan 472-9228	Vegetation	4/13/2018	4/17/2018				4/17 Spoke w/Mr. Taylan, CHN will return his call re trimming of tree. 4/19 Spoke to Mrs. Taylan she now understands what needs to be trimmed & gardener will trim trees & bushes be end of April. 5/7 Spoke to Mr. Taylan and veg clearing is completed and waiting for Need Follow Up Inspection	Same as previous inspection. Vegetation has been pruned but not 2' off of the ground. Per CHN this complies no further action on this Lot.

Lincoln Village West Violation/Remedy Tracking 2018

Address	Homeowner	Violation Type	Violation Notice Sent	Homeowner Response Date (required within 7 days) Phone	Homeowner Response Date (required within 7 days) Written	Home Owners Second Notice	Remedy Completion Date	Notes	Follow Up Inspection Notes
4115 Fort Donelson Drive	James & Cathleen Conklin	Vegetation	4/13/2018			6/8/2018		As of 6/27/18 no response from the Conklin's re encroachment violations. CHN will put on agenda for 7/11 board mtg. 7/9 Per J Bryson Conklin has agreed to comply with vegetation clearing as requested. <u>Need Follow Up Inspection</u>	No change. Still needs vegetation pruning. Per CHN this complies no further action on this Lot.
4131 Fort Donelson Drive	Kenneth & Hsin Norton 209-470-2023	Vegetation	4/13/2018	6/1/2018				6/1/18 WLF Spoke with Hsin and they have complied with all vegetation clearing. Spoke with J Bryson and he will coordinate with the Norton's on opening gate for their gardener to remove pruned vegetation. <u>Need Follow Up Inspection</u>	Vegetation needs trimming. Looks worse than previous inspection.
4149 Fort Donelson Drive	Morgan & Susan Mayfield 209-969-7789	Vegetation	4/13/2018	4/24/2018				4/24 CHN returned call, left msg re clearing of vegetation & notified Susan that veg removal is her reasonability. If she would like all veg removed and gravel laid CHN will take it the board, awaiting return call from Susan.	Vegetaton needs trimming.
4173 Fort Donelson Drive	Stephen & Kathy Jackson	Vegetation	4/13/2018			6/8/2018		6/20/18 WLF spoke w/Steve and he has trimmed hedge up along fence. <u>Follow Up Inspection.</u>	Hedge up along fence needs trimming still. Per CHN the hedge needs to be cleaned up and trimmed up 2 ft from the bottom
4185 Fort Donelson Drive	Bryant & Janice Williams 473-7292	Vegetation	4/13/2018			6/8/2018		6/13/18 Spoke to Janice's daughter. She said all vegetation has been cleared per notice request. <u>Need Follow Up Inspection</u>	Complied
3929 Waynesboro Court	Steve & Lynda Farrar 478-7146	Vegetation	4/13/2018	4/17/2018				4/17 Spoke w/Steve, he will have hedges trimmed this week & feels the tree is with the 5' request. 4/18 Steve agreed to trim tree up another foot for clearance per CHN's request. 7/9 Per Steve vegetation clearing completed. <u>Need Follow Up Inspection</u>	trees have been trimmed up, but there are a couple more near gate that should be trimmed up more. Hedge along fence needs to be trimmed 2' above ground.
4275 Five Mile Drive	Daryl Verkerk 403-0383	Vegetation & Encroachments (landside sprinklers)	4/13/2018					On Monday May 21, 2018 Daryl Verkerk dropped off sprinkler plans and an application for an encroachment permit for the unpermitted sprinklers on the levee landside slope. Daryl did not mention clearing the ground cover vegetation on the landside levee slope. We had asked that he clear a 2' strip every 15'. On Wednesday afternoon the 23rd I called and left a message on Daryl's phone 403-0383 and explained the additional work that he needed to complete. I left a voice message for him to return my call to seek any further clarification. I will be presenting Daryl Verkerk's application for encroachment permit for his unpermitted sprinkler system at the Board of Trustees Meeting on June 6, 2018. CHN spoke with Daryl Verkerk on June 6, 2018 at 10:30 AM and explained that the Board of Trustees took no action on his request for an encroachment permit for his sprinkler system at today's Board Meeting. The reason the Board chose not to approve Daryl's sprinkler plan was because the Board wanted to have Daryl comply with the requirement for vegetation clearing limits prior to them taking action on his sprinkle plan. I explained to Daryl the vegetation clearing proposed by the District which included clearing 2" wide strips every 15" along the levee landside slope for inspect ability purposes. I also offered that the Board would remove and dispose of the ground cover in exchange for removing the approved vegetation and placement of gravel in other words a "quid pro quo" arrangement. Daryl was going to discuss his options over with his wife and get back to me on his intentions next week. 6/27/18 CHN spoke to Verkerk and he's agreed to trim vegetation according regulation. CHN has given him 30 days from 6/27 to comply. Daryl has complied and the matter associated with his psrinkler permit is scheduled for consideration at the September 5, 2018 Board of Trustees Meeting. KSN Inc. is satisfied with the vegetation clearing and recommnds approval of the sprinkler plan.	vegetation complies. Sprinkler permit status unknown.

Lincoln Village West Violation/Remedy Tracking 2018

Address	Homeowner	Violation Type	Violation Notice Sent	Homeowner Response Date (required within 7 days) Phone	Homeowner Response Date (required within 7 days) Written	Home Owners Second Notice	Remedy Completion Date	Notes	Follow Up Inspection Notes
7045 Kennesaw Court	Edward & Michelle Miles 209-479-5051 mmleinfelder@gmail.com	Encroachments (fence)	4/13/2018	4/20/2018			5/9/2018	4/20/18 Return call to Michelle - researching if fence & sprinklers were permitted by previous owners to proper code. 4/26/18 - Fence ok per amendment March 22, 1994. Sent copies to Michelle for her records & she has acknowledged she has received them. 5/9/18 sent remedy notice of violations.	complies
7046 Kennesaw Court	John & Diane Feneck 652-4623	Vegetation	4/13/2018	4/23/2018				4/23 CHN spoke w/John , will trim vegetation & CHN will look into fence violation. Need to confirm fence was approved & installed by the district. Joe Bryson is inspecting the fence, waiting return call. Verified RD 1608 historically installed chain-link fence on Feneck's property, therefore fence is permitted. <u>Need Follow Up Inspection</u>	Vegetation: Low hanging tree branches need to be trimmed for inspectability purposes

Exhibit B

3603 Stone River Circle
Luis & Alicia Bustamante







6231 Embarcadero Drive

G.W. Zehender









6321 Embarcadero Drive
Gregory & Melissa Black









6333 Embarcadero Drive
Michael & Krystle Balduzzi













6339 Embarcadero Drive
Michael & Jacqueline Ratto







6347 Embarcadero Drive

Charles & Farley Staniec









6669 Embarcadero Drive
Embarcadero West Condos















6713 Embarcadero Drive
Embarcadero West Condos















3757 Hatchers Circle
Gregory & Nancy Smith





3819 Fort Donelson Drive

Todd & Christina Hosmer





3825 Fort Donelson Drive

Lance Turner







3831 Fort Donelson Drive
Emmanuel & Rosita Taylan









4115 Fort Donelson Drive
James & Cathleen Conklin











4131 Fort Donelson Drive
Kenneth & Hsin Norton













4149 Fort Donelson Drive
Morgan & Susan Mayfield

















4173 Fort Donelson Drive
Stephen & Kathy Jackson











3929 Waynesboro Court

Steve & Lynda Farrar











7046 Kennesaw Court
John & Diane Feneck









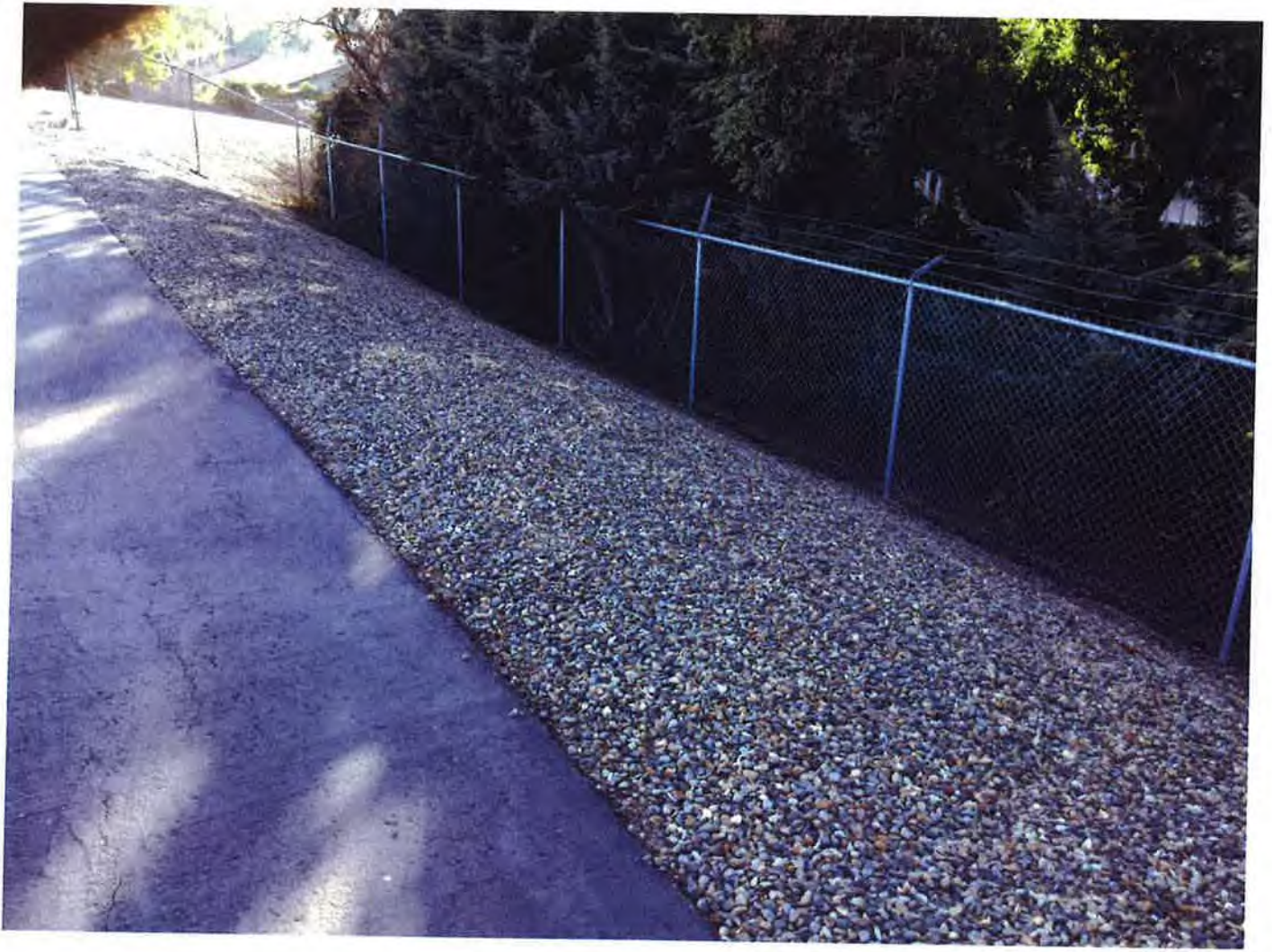


Exhibit C

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
NOTICE OF COMPLETION
TR-0128 (REV. 6/01) CT#7541-5529-1

PERMIT NO
1018-NFN-0396

Dear sir or Madam:

All work authorized by the above-numbered permit was completed on

DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT
 TR-0120 (REV. 6/2012)

In compliance with (Check one):

- Your application of **July 16, 2018**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO: **Reclamation District (RD) 1608 Lincoln Village West
 711 N Pershing Avenue
 Stockton, CA 95203**

**ATTN: Christopher H. Nedueck
 TEL: 209-946-0268**

Permit No. 1018-NFN-0396	
Dist/Co/Rte/PM 10-SJ-5-31.0	
Date October 18, 2018	
Fee Paid \$ Exempt	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

Remove a Caltrans standard right of way chain link fence and replace with a new metal barrier fence and gate underneath the Interstate 5, PM 31, north bank of Fourteen Mile Slough overpass (Level Mile 181+50). This is to improve levee security and keep out unauthorized personnel damaging RD 1608's levee beneath the overpass. This new metal barrier fence and gate which is not a Caltrans standard metal barrier fence and gate shall be supplied by the permittee, owned, maintained, repaired, and installed as per RD 1608 letter of agreement dated October 9, 2018.

Permittee shall notify the State Representative **JOE VALDEZ** (email: joseph.a.valdez@dot.ca.gov), P. O. Box 2048, Stockton, CA 95201, (209) 948-3656, **SEVEN WORKING DAYS PRIOR** to the

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (Check applicable):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Storm Water Pollution Protection Plan
- Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

In addition to fee, the permittee will be billed actual costs for:

- Yes No Review
- Yes No Inspection
- Yes No Field Work

(If any Caltrans effort expended)

This permit is void unless the work is complete before **June 30, 2019.**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

Original: Permittee
 2 - Joe Valdez
 1 - Maintenance
 1 - PIO
 1 - File

APPROVED:

DENNIS T. AGAR, District Director

 **10-18-2018**
 NELSON MAGSAYO, District Permit Engineer

Eddie

PERMIT NO.: 1018-NFN-0396
PERMITTEE: Reclamation District 1608 Lincoln Village West
DATE: October 18, 2018

start of this work if no traffic controls will be needed to accomplish the permit work. A pre-job meeting and/or conference with the Permittee/Permittee's Contractor, and State Representative is required prior to start of work unless waived by the State Representative. Permittee shall contact the State Representative and arrange for the pre-job meeting.

All work done under this permit must meet with the approval of the State Representative.

Failure on the Permittee's part to comply with any provision will be cause for revocation of this permit.

IMMEDIATELY FOLLOWING COMPLETION OF WORK PERMITTED HEREIN, PERMITTEE SHALL FILL OUT AND MAIL NOTICE OF COMPLETEION PROVIDED BY GRANTOR.

Permittee's attention is directed to Section 6, "CONTROL OF MATERIALS", of the State Standard Specifications Reference to Engineer in the State Standard Specifications shall include State Representative.

Permittee/contractor shall work with the State Representative to request the necessary lane closure needed. Request shall be the week prior to the actual work. The State Representative shall submit closure through the Lane Closure System (LCS) for Traffic Management Center (TMC) approval by Wednesday afternoon of the week prior.

All Lane closures shall be called in by either the contractor to the TMC when the closure begins (10-97), ends (10-98), or is cancelled (10-22). The TMC can be reached (24-7) at (209) 948-7556 or 7551.

This permit is not valid until Permittee has obtained permission from adjacent property owners, Irrigation Districts, Cities, Counties or other interested parties to perform the proposed work.

Use proper traffic control devices throughout the duration of the project as per Caltrans Standard Specifications.

Except when necessary, as determined by the State Representative, no installation, construction equipment or personal vehicles shall operate or park within the traveled way.

All work shall be conducted in such a manner that the excavation, excavated earth, materials and equipment will not cause any inconvenience to the highway traffic or to traffic entering the highway from any public or private approach.

No earth or construction materials are to be dragged or scraped across the highway pavement. No excavated earth shall be placed or allowed to remain at a location where it can be tracked onto the highway traveled way or any public or private approach by the Permittee's construction equipment, or by traffic entering or leaving the highway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach shall be immediately removed by the Permittee.

"Your attention is directed to Standard Specification, Section 5-1.36 Property and Facility Preservation, and Business and Professions Code, Section 8771. Permittee shall physically inspect the work site and locate survey monuments before work commencement. Monuments that might be disturbed shall be referenced or reset in accordance with Business and Professions Code."

"If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces, shall be constructed in accordance with Caltrans Standard

PERMIT NO.: 1018-NFN-0396
PERMITTEE: Reclamation District 1608 Lincoln Village West
DATE: October 18, 2018

Specification Section 81 'monuments' and Standard Plan A74, Type D, or equal with prior approval of the District Surveys Engineer."

"Copies of Corner Records filed or Record of Surveys recorded in compliance with the Business and Professions Code shall be forwarded to the District Surveys Engineer."

The State of California, Department of Transportation makes no assurance or expressed warranty that the plans are completed or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State Representative.

Permittee shall fully conform to the requirements of the Caltrans Statewide **NPDES Storm Water Permit, Order No. 2012-0011-DWQ, NPDES No. CAS000003, re-issued by the State Water Resources Control Board on September 19, 2012.** The Permittee shall also conform to the requirements of the General NPDES Permit for construction Activities and any subsequent General Permit in effect at the time of issuance of this Encroachment Permit. These permits regulate storm water discharges associated with year-round construction or special event encroachment activities.

For all projects of 1 acre or more the Permittee shall develop, implement, and maintain a **Storm Water Pollution Prevention Plan (SWPPP)** and for projects less than 1 acre a **Water Pollution Control Program (WPCP)**. Either the Plan or Program shall also conform to the requirements of the Caltrans Storm Water Quality Handbook, Construction Contractor's Guide and Specifications and Caltrans Specification Section 7-1-.01G and subsequent revisions.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 09/2017)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
 2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way are exceptions to this revocation.
 3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
 4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this encroachment permit.
 5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms contained in this encroachment permit, and all attachments to this encroachment permit, for any work to be performed under this encroachment permit.
 6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision # 35), the permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
 7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.
- Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable
- Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the permittee and the Department.
- Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or encroachment permit provisions are not allowed without prior approval from the Department's representative.
 9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee must request a final inspection for acceptance and approval by the Department. The local public agency permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
 10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times, and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
 11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the permittee's project site. When existing encroachments conflict with permittee's work, the permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
 12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
 13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable

at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, *Temporary Traffic Control*) must be followed.

15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed. On conventional highways, permittee must place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, *Flagger Control*).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc.

off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
- a) Upon completion of the work provided herein, the permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.

23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the permittee for the purpose of providing a notice and record of work. The permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.

24. **BONDING:** The permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately owned utilities unless permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency permittee also must comply with the following requirements:

a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 *Contract Bonds* of the Department's Standard Specifications before performing any project construction work.

b) The local public agency permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.

25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee must comply with said notice at the permittee's sole expense.

26. **ENVIRONMENTAL:**

a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.

b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.

28. **LIABILITY, DEFENSE, AND INDEMNITY:** The permittee agrees to indemnify and save harmless the State, the Department, and all Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description brought for or on account of property damage or injury to or death of any person, including but not limited to members of the public, the permittee, persons employed by the permittee, and persons acting on behalf of the permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit, and/or (b) the work or other activity conducted pursuant to this encroachment permit, and/or (c) the installation, placement, subsequent operation, and/or maintenance of said encroachment, and/or (d) the failure by the permittee or anyone acting on behalf of the permittee to perform permittee's obligations under this encroachment

permit in respect to maintenance or any other obligation, and/or (e) a defect or defects in the work, or obstructions related to the work, or from any cause whatsoever. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the permittee will defend, indemnify, and hold harmless as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the Department, the Directors, officers, employees, agents and/or contractors of the State and/or Department, including but not limited to the Director of Transportation and the Deputy Directors, the permittee, persons employed by the permittee, and/or persons acting on behalf of the permittee.

The permittee waives any and all rights to any type of expressed or implied indemnity against the State, the Department, the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the permitted activity, and further agrees to defend, indemnify, and save harmless the State, the Department, the Directors, officers, employees, and/or agents of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

Permittee understands and agrees the Directors, officers, employees, and/or agents of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this section and all paragraphs herein, "State's contractors" includes contractors and their subcontractors under contract to the State and/or the Department performing work within the same postmile limits as the work under this encroachment permit.

This section and all paragraphs herein take effect upon issuance of this encroachment permit, and apply both during and after the work or other activity contemplated under this encroachment permit, except as otherwise provided by California law.

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the permittee, on behalf of permittee and on behalf of permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

i. No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

ii. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

iii. That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.

iv. That the permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** By accepting this encroachment permit, the permittee agrees to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and

contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the permittee.
35. **NOTIFICATION OF CLOSURES TO DEPARTMENT AND TRAFFIC MANAGEMENT CENTER (TMC):** The permittee must notify the Department's representative and the Transportation Management Center (TMC) at least seven (7) days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur three (3) days before closure or other potential traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et. seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee must provide notification to the regional notification center at least forty-eight (48) hours

before performing any excavation work within the State highway right-of-way.

38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."

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DIST COUNTY ROUTE FOOT WALLS SHEET TOTALS
 (TOTAL WALLS) (TOTAL SHEETS)
 REGISTERED CIVIL ENGINEER
 Revlonde Singh
 No. 59410
 Exp. 8-30-17
 January 20, 2017
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA AND ITS OFFICERS
 DO NOT WARRANT OR GUARANTEE THE
 ACCURACY OR COMPLETENESS OF THE
 INFORMATION OR DATA PROVIDED FOR
 THESE PLANS OR THE RESULTS THEREOF.
 ENGINEER'S SEAL AND SIGNATURE REQUIRED BY CALIFORNIA LAW

TO ACCOMPANY PLANS DATED _____

TABLE 1

TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)			MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L/2	SHIFTING SHOULDER L/3	X	Y	Z **
20	160	80	40	20	40	10
25	250	125	63	25	50	12
30	360	180	90	30	60	15
35	490	245	123	35	70	17
40	640	320	160	40	80	20
45	1080	540	270	45	90	22
50	1200	600	300	50	100	25
55	1320	660	330	50	100	25
60	1440	720	360	50	100	25
65	1560	780	390	50	100	25
70	1680	840	420	50	100	25
75	1800	900	450	50	100	25

* - For other offsets, use the following merging taper length formula for L:
 For speed of 40 mph or less, $L = WS^2/60$
 For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile

speed prior to work starting, or the anticipated

operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING

SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-5%	-9%
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	865	927	1003

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flagger station spacing

*** - Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 3

ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM TABLES
FOR LANE AND RAMP CLOSURES**

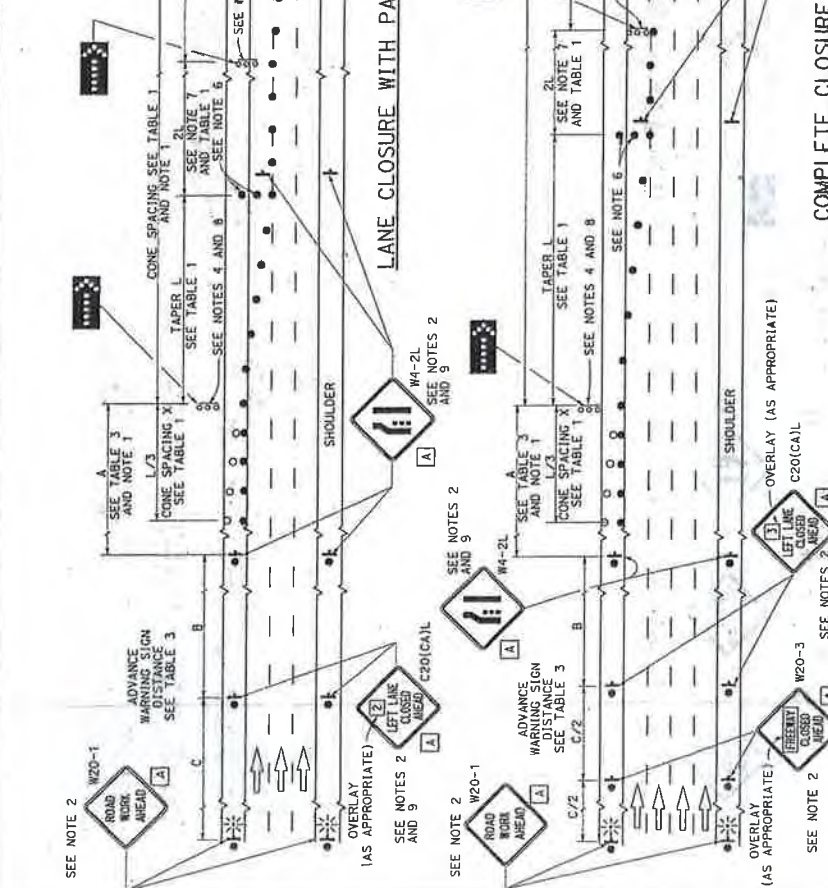
NO SCALE

RSP T9 DATED JANUARY 20, 2017 SUPERSEDES STANDARD PLAN T9
DATED OCTOBER 30, 2015 - PAGE 249 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP T9

COUNTY ROUTE TOTAL PROJECT SHEET NO. 1
 REGISTERED CIVIL ENGINEER
 APR 11 2018
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 PROJECT NO. 06S055
 SHEET NO. 10A
 DATE: APR 11 2018
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 IN CHARGE: [Signature]

NOTES:
 Use Revised Standard Plan RSP T9 for tables.
 Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
 Provide at least one person to continuously maintain traffic control devices for lane closures.



- LEGEND**
- TRAFFIC CONE
 - TEMPORARY TRAFFIC CONTROL SIGN
 - ⬇ FLASHING ARROW SIGN (FAS)
 - ⬆ FAS SUPPORT OR TRAILER
 - ⬆ PORTABLE FLASHING BEACON
- SIGN PANEL SIZE (Min)**
- | | |
|---|-----------|
| A | 48" x 48" |
| B | 48" x 18" |
| C | 48" x 30" |

NOTES:
 1. Portable sign/arrow cones placed at one-half the spacing cones for daytime closures only.
 2. Each advance warning sign shall be equipped with a flashing arrow sign. Each sign shall be at least 165 x 115 cm in size and shall be orange or fluorescent red-orange. The locations indicated for lane closure during hours of darkness.
 3. A W20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the work area. The sign shall be placed on the obvious end within a larger project's limits.
 4. A minimum 1500' of sight distance shall be provided where possible for advance warning signs. Lane closures shall not begin at the start of a curve or at the start of a crest vertical curve or on a horizontal curve.
 5. Place C30(CA) sign every 1000' throughout length of lane closure.

NOTES:
 6. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where a taper closure with Partial Shoulder Use is used. The cones may be used instead of the 3 cones. The transverse alignment of the cones shall be on the closed shoulder. The transverse alignment may be shifted from the transverse alignment to provide access to the work.
 7. The 2L taper shown along lane lines shall be used between the L tapers required for each closed traffic lane.
 8. Use one flashing arrow sign for each lane closed. The flashing arrow sign shall be Type I.
 9. Lane closures on the right side using partial median shoulder C20(CA)R and W4-2R signs shall be used.
 10. A minimum of two Type II or III barricades shall be placed across each closed lane and shoulder at the location shown and every 2000' within the complete taper. The transverse alignment of the barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS
 NO SCALE
 REVISED STANDARD PLAN RSP T10A
 DATE: OCTOBER 30, 2015 - PAGE 231 OF THE STANDARD PLANS BOOK DATED 2015.
 REVISED STANDARD PLAN RSP T10A

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 24" x 24"
- C 36" x 18"

LEGEND

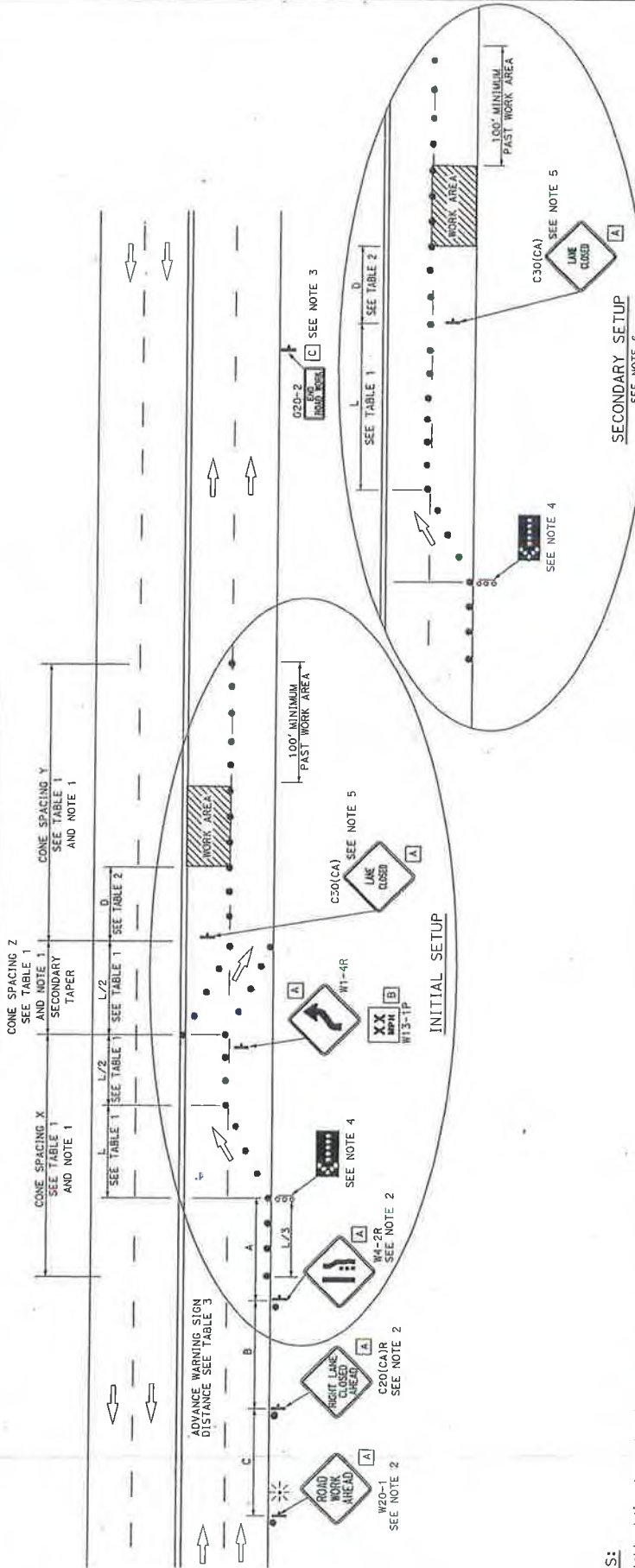
- TRAFFIC CONE
- † TEMPORARY TRAFFIC CONTROL SIGN
- ⬢ FLASHING ARROW SIGN (FAS)
- ⬢ FAS SUPPORT OR TRAILER
- ⊛ PORTABLE FLASHING BEACON

NOTES:

- See Revised Standard Plan RSP T9 for tables.
- Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
- Provide at least one person to continuously maintain traffic control devices for lane closures.

TYPICAL CHANGEABLE LANE CLOSURE

TO ACCOMPANY PLANS DATED _____



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
FOR CHANGEABLE LANE CLOSURE ON
MULTILANE CONVENTIONAL
HIGHWAYS AND EXPRESSWAYS**

RSP T11A DATED APRIL 20, 2018 SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2015.
NO SCALE

REVISED STANDARD PLAN RSP T11A

NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. For use at night, the flags shall be orange or fluorescent retro-reflective. Flashing arrows shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first of any cone closures. Cone closures shall not begin at the top of crest vertical curve or on a horizontal curve.
5. Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area.
6. Relocate secondary taper to tangent location and relocate C30(CA) sign.

Dear Customer,

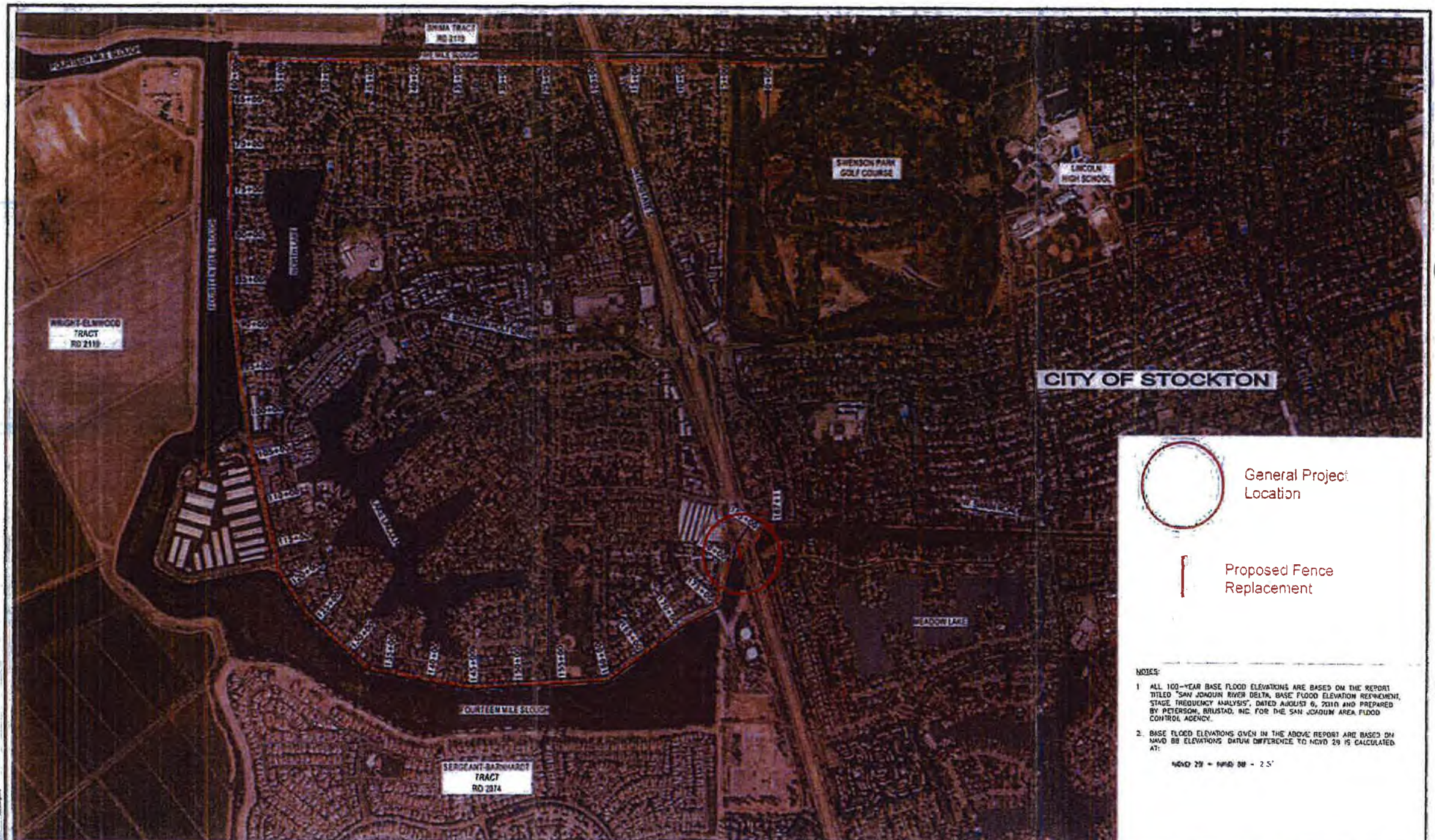
Our goal is to provide the best service possible to our customers. Please take a few minutes to complete this questionnaire. Your comments will enable us to see how we are doing overall and any areas which may need improvement.



PLEASE TELL US HOW WE'RE DOING

INSIDE THE OFFICE	EXCELLENT	VERY GOOD	GOOD	POOR
Staff courteous and helpful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff quick and efficient	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanations and instructions clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TELEPHONE ANSWERING				
Timely response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Receiving information or answers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION				
Inspector courteous and helpful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pre-construction meeting set and held in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inspector at job site frequently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inspector able to answer questions and deal with problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL PERFORMANCE				
What would you say is our overall performance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a staff person you would like to commend?	STAFF'S NAME:			

COMMENTS:






NAME (Optional)	BUSINESS PHONE NUMBER	DATE
-----------------	-----------------------	------



 General Project Location
 Proposed Fence Replacement

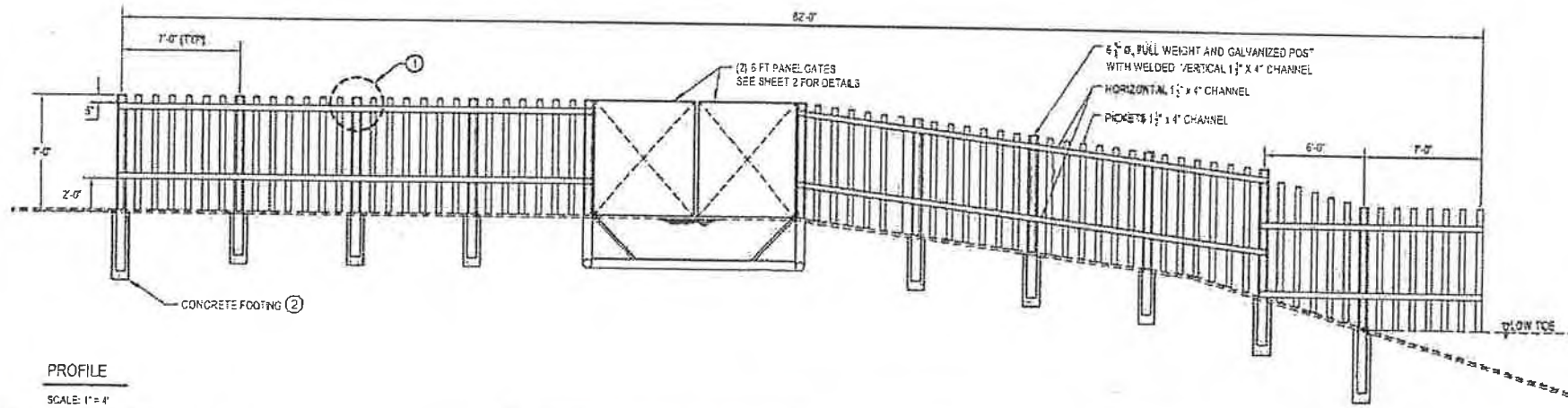
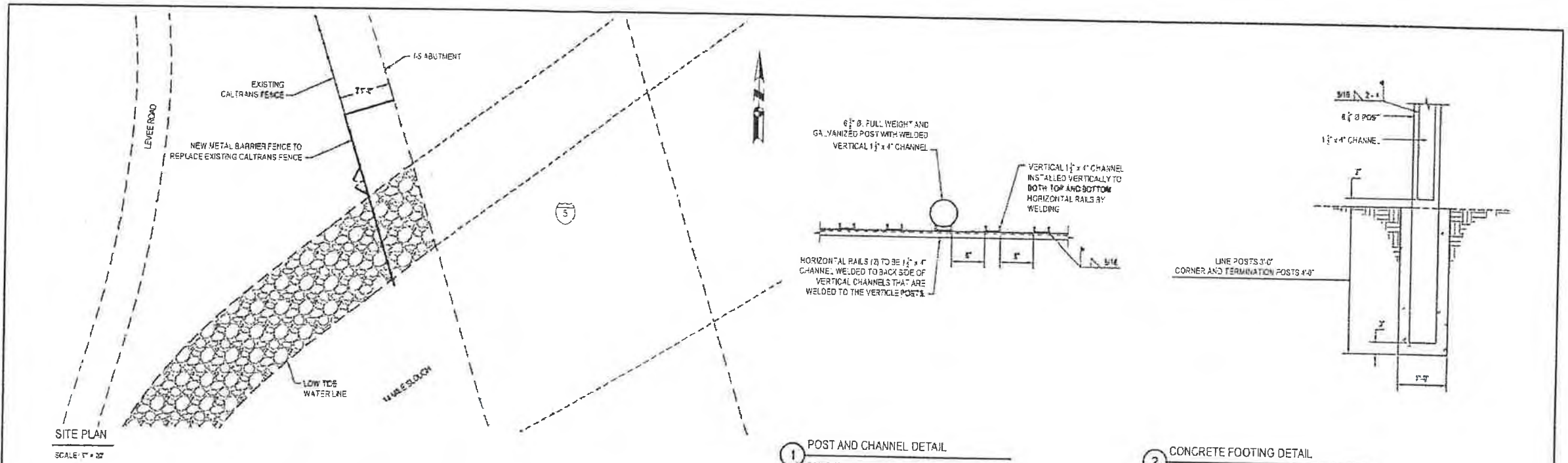
NOTES:
 1. ALL 100-YEAR BASE FLOOD ELEVATIONS ARE BASED ON THE REPORT TITLED "SAN JOAQUIN RIVER DELTA, BASE FLOOD ELEVATION REFINEMENT, STAGE FREQUENCY ANALYSIS", DATED AUGUST 6, 2010 AND PREPARED BY PETERSON, BRUSTAD, INC. FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY.
 2. BASE FLOOD ELEVATIONS GIVEN IN THE ABOVE REPORT ARE BASED ON NAVD 88 ELEVATIONS. DATUM DIFFERENCE TO NAVD 29 IS CALCULATED AT:
 NAVD 29 = NAVD 88 + 2.5'

DATE: 07/15/16; 11:51 AM; PROJECT: 1609; SHEET: 1 OF 23; DRAWING: DISTRICT LEVEE TOPOGRAPHIC SURVEY; SCALE: 1" = 500';

	LEGEND  DISTRICT LEVEE  DISTRICT BOUNDARY		<table border="1"> <tr> <td>NO. 25</td> <td>DATE</td> <td>BY</td> <td>APP.:</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO. 25	DATE	BY	APP.:					DESIGNED BY DRAWN BY CHECKED BY HORIZONTAL DATUM VERTICAL DATUM NAVD 88	DRAWING SCALE HORIZ: 1" = 500' VERT: 1" = 20'	 211 N Pershing Avenue Stockton, CA 95203 209-946-0268 11-55 Hazard Drive, Suite 100 Hazard, CA 95027 916-423-5500	RECLAMATION DISTRICT NO. 1609 LOMR SUBMITTAL SAN JOAQUIN COUNTY, CALIFORNIA BASE MAP DISTRICT LEVEE TOPOGRAPHIC SURVEY	DATE: JULY 2016 SHEET IDENTIFICATION: V-102 SHEET 1 OF 23 GSN PROJECT FILE NO. 253-0300
	NO. 25			DATE	BY	APP.:										
<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>APP.</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	APP.					PROJECT NO. 1609 SHEET NO. 1 OF 23							
NO.	DATE	BY	APP.													



DETAIL OF PROJECT LOCATION



FILE SPEC: C:\Users\venetor\Documents\BOMANN\appdata\local\temp\AcP\Public\201006\UseCall.dwg
 PLOT DATE: Jun 12, 2010 11:10:00 AM

SUBMITTA.	
%	DATE



PROJECT ENGINEER
**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

NO.	DESCRIPTION	DATE	APPR.

DESIGN BY DCC	DRAWING SCALE AS SHOWN
DRAWN BY CGS	ORIGINAL DRAWING SCALE 0" = 1" 1"
CHECK BY DCC	VERTICAL DATUM NAVD88
HORIZONTAL DATUM CGS83, ZONE J	

ZOK KJELDSSEN SINNOCK NEUDECK INC.
 CIVIL ENGINEERS AND SURVEYORS
 711 N. Pershing Avenue
 Sutterville, CA 95250
 209 5462088
 1500 Harbor Drive, Suite 210
 West Sacramento, CA 95691
 916-401-2500
 www.zok.com

RD. 1808 LINCOLN VILLAGE WEST
 CALTRANS ENCROACHMENT PERMIT

**METAL BARRIER FENCE
 AT 14 MILE SLOUGH & I5**
 SITE PLAN AND DETAILS

DATE	JUNE 2010
SHEET IDENTIFICATION	1
SHEET 1 OF 3	
45N PROJECT FILE NO	2153-001B

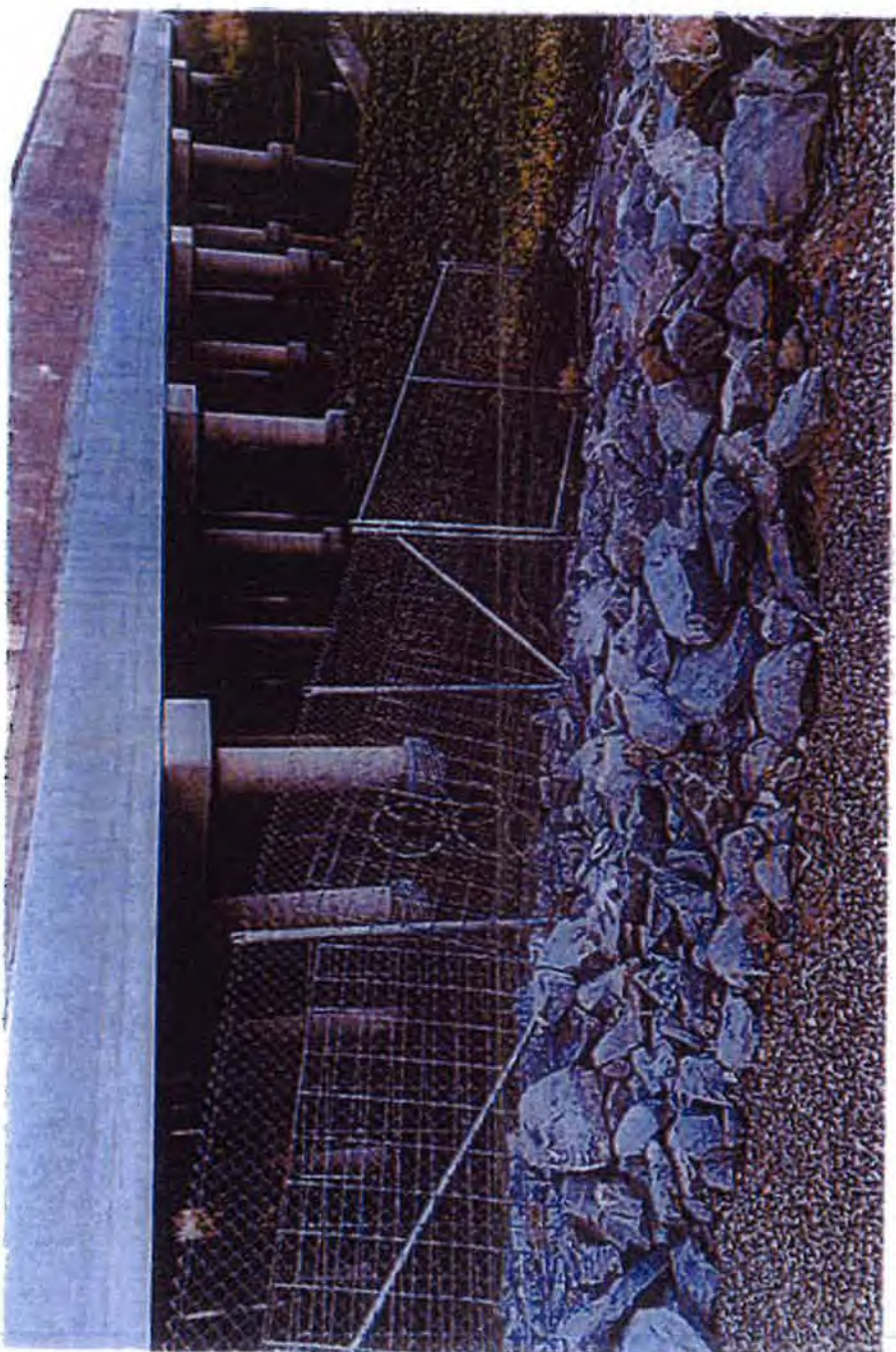
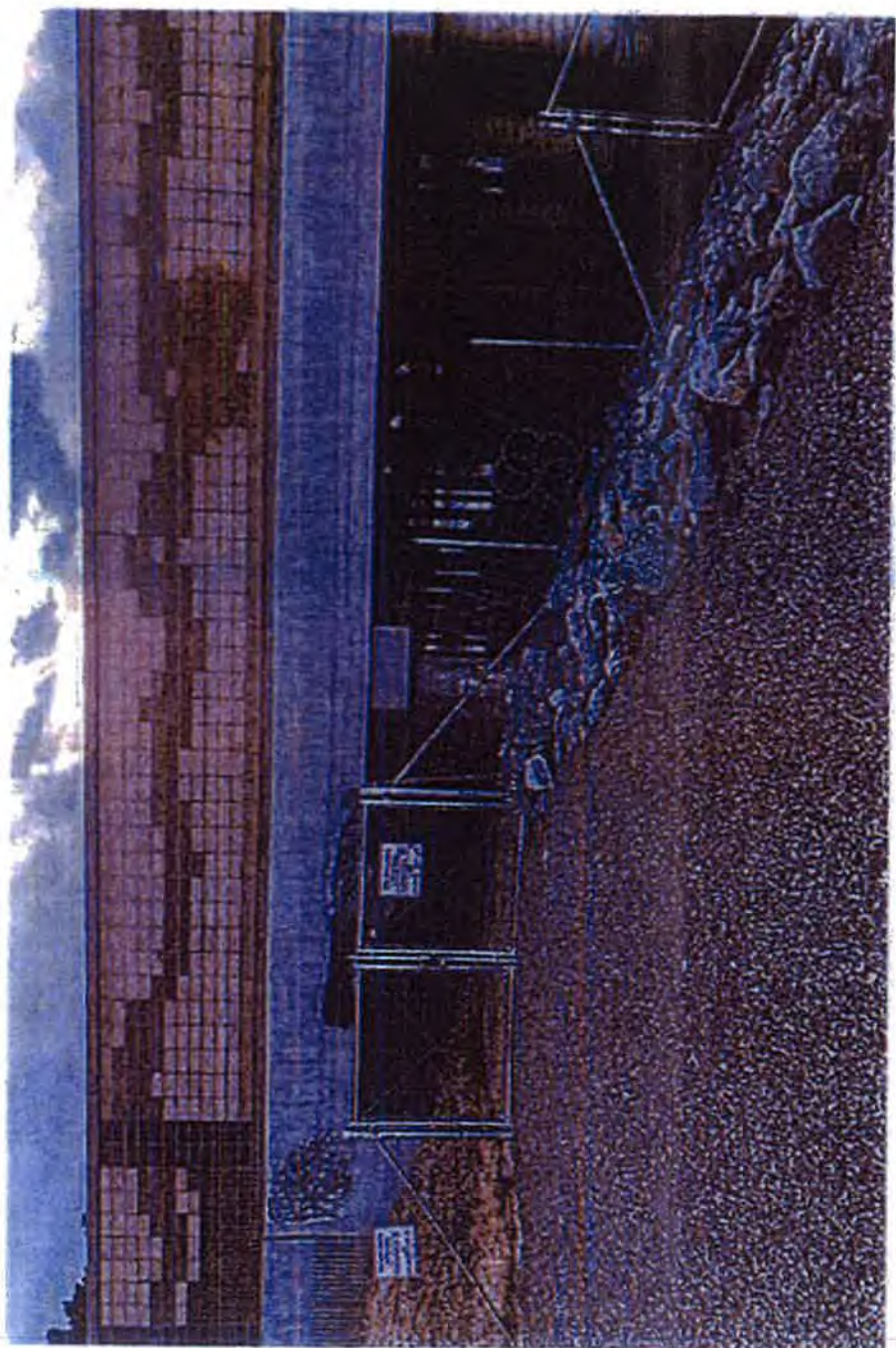


Exhibit D

PROJECT FUNDING AGREEMENT
for Preparation of Five-Year Plan
for Reclamation District No. 1608 on Lincoln Village West
Agreement No. LV-18-1.0-SP

This Agreement is made and entered into by and between the Department of Water Resources of the State of California, hereinafter referred to as "Department," and Reclamation District No. 1608 (Lincoln Village West), a political subdivision of the State of California, hereinafter referred to as "Local Agency" or "District."

WHEREAS, California Water Code Section 12311(a) directs the Department to develop and implement a program of flood control projects on Bethel, Bradford, Holland, Hotchkiss, Jersey, Sherman, Twitchell, and Webb Islands, for the Towns of Thornton and Walnut Grove, and for approximately 12 miles of levees on islands bordering Northern Suisun Bay from Van Sickle Island westerly to Montezuma Slough and other locations in the Sacramento-San Joaquin Delta, hereinafter referred to as "Delta"; and

WHEREAS, Water Code Section 12312 authorizes the Department's expenditures for flood protection and related habitat mitigation and improvement projects, and requires the Department to seek cost-sharing with beneficiaries, owners, or operators of public facilities benefited by the flood protection projects; and

WHEREAS, Water Code Section 12314 provides that expenditures must be consistent with a net long-term habitat improvement program and have a net benefit for aquatic species in the Delta; and

WHEREAS, Water Code Section 12315 allows such projects to be undertaken by the Local Agency pursuant to an agreement with the Department; and

WHEREAS, a catastrophic failure of the District's levee in this area may result in property damage, impacts to a major water supply facility, and negative environmental impacts; and

WHEREAS, the Department published the Delta Levees Special Flood Control Projects: 2014 Guidelines for Providing Funding to Local Public Agencies (hereinafter referred to as "Guidelines") that specify requirements for work under this agreement; and

WHEREAS, the District has either hired or contracted with a State of California Registered Civil Engineer (hereinafter referred to as "Engineer") to meet the requirements specified in the Guidelines; and

WHEREAS, on February 23, 2018, the Department released a "Delta Levees Special Flood Control Projects – Five-Year Plan Solicitation" (Solicitation) in the amount of \$3.5 million requesting proposals for preparation of Five-Year Plans; and

WHEREAS, the Solicitation and its criteria were prepared in accordance with the Guidelines; and

PROJECT FUNDING AGREEMENT
for Preparation of Five-Year Plan
for Reclamation District No. 1608 on Lincoln Village West
Agreement No. LV-18-1.0-SP

page 2 of 10

WHEREAS, the Local Agency and its Engineer have determined the need for a Five-Year Plan to better define the Local Agency levee status and provide a plan to repair and rehabilitate levees, as necessary (hereinafter referred to as the "Project"); and

WHEREAS, the Local Agency requested by letter dated March 23, 2018, to participate in the development of a Five-Year Plan; and

WHEREAS, the Local Agency will prepare its Five-Year Plan based on Attachment A, *2018 Requirements for the Five-Year Plan*, provided in DWR's solicitation letter dated February 23, 2018, or any revisions; and

WHEREAS, the Department concurs with the District and its Engineer that Department funding for the District's Project is needed to prepare a Five-Year Plan; and

WHEREAS, the Project's benefits will be consistent with the aquatic and wetland habitat goals and objectives set forth in CALFED's Ecosystem Restoration Program Plan, the San Francisco Estuary Project's Comprehensive Conservation and Management Plan, the Central Valley Project Improvement Act, the Anadromous Fish Restoration Plan, and the fisheries recovery strategies described in the November 1996 Recovery Plan for the Sacramento/San Joaquin Delta Native Fishes; and

WHEREAS, this Project will provide opportunities for ecosystem restoration, flood control, water supply and water quality benefits, and conveyance while enhancing levee system integrity consistent with Water Code Section 79553; and

WHEREAS, State funding for the District's Project is consistent with the objectives of the Special Flood Control Projects Program, and is consistent with the Delta ecosystem restoration strategy of the CALFED Bay-Delta Program (Water Code Section 12300(d) and (b)); and

WHEREAS, Water Code Sections 12314 and 79050 provide that expenditures must be consistent with a net long-term habitat improvement program and have a net benefit for aquatic species in the Delta; and

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. This Agreement covers Department reimbursement for a portion of the Local Agency's efforts to complete a Five-Year Plan.
2. Subject to the availability of State funding and any sharing of costs or financial assistance pursuant to Water Code Section 12312:

- a) the Department shall pay up to 100 percent of the cost of work, performed by the Local Agency under this Agreement, associated with preparation of a Five-Year Plan only to a Local Agency that did not participate in the development of a Five-Year Plan in 2009, not to exceed a total amount of \$50,000. Any additional costs, up to \$100,000, associated with preparation of a Five-Year Plan may be reimbursed at the rate of 75%, providing that the Local Agency justifies the need for the work.
 - b) the Department shall pay up to 100 percent of the cost of work, performed by the Local Agency under this Agreement, associated with updating an existing Five-Year Plan, not to exceed a total amount of \$35,000. Any additional costs, up to \$50,000, associated with updating an existing Five-Year Plan may be reimbursed at the rate of 75%, providing that the Local Agency justifies the need for the work.
3. No payment or reimbursement shall be made for Local Agency administrative services, and no payment or reimbursement beyond the cost associated with construction will be made for on-island borrow.
 4. Reimbursement of automobile mileage that is related to project business will follow the prevailing Federal Standard mileage rate for the cost of operating an automobile. No payment will be made for administrative costs related to mileage.
 5. The Department reserves the right to later review the Local Agency's ability to pay to determine if conditions have changed for reimbursement of future projects.
 6. Subject to the availability of funds pursuant to this Agreement, Local Agency shall be responsible for providing Local Agency personnel and/or professional services as necessary to develop a Five-Year Plan.
 7. The Department may pay in advance for the work covered by this Agreement. The amount of such advance payments must be justified by the Local Agency, and shall correspond with the expected costs associated with the Local Agency's Project expenses for six months. The total amount of advance payments shall not exceed 75 percent of the total amount payable under this Agreement. If the Department finds that work under this Agreement has not been satisfactorily performed, or where advances exceed total actual reimbursable expenses, Local Agency shall promptly remit to the Department all amounts advanced in excess of total final reimbursable costs as directed by the Department. Upon request of the Department, and before any advance, Local Agency shall post a bond, provide a letter of credit, or execute a deed of trust or other form of security acceptable to the Department that ensures faithful performance of the work set forth in this Agreement. In the event that Local Agency has an outstanding

obligation with the Department pursuant to this paragraph, the Department may seek such reimbursement from the Local Agency by any appropriate means, including but not limited to collecting any amount owing to Local Agency from the Department or the Central Valley Flood Protection Board under the Delta Flood Protection Program.

8. If the Department provides an advance payment under this Agreement and the Local Agency will not expend the funds within thirty days, the Local Agency shall deposit the funds in an insured account that is acceptable to the Department.
9. Local Agency shall submit quarterly progress reports to the Department to account for Project Expenses covered by any advance payment(s) provided to the Local Agency pursuant to Paragraph 5. Local Agency must also submit to the Department progress reports covering all remaining reimbursable Project expenses in excess of the total allowable advance payment set forth in this Agreement, but not exceeding the total amount payable under this Agreement. The Department will pay Local Agency no more frequently than monthly in arrears for expenses in excess of the total allowable advance payments. Progress reports for District's Project under this Agreement shall include a detailed description of the work performed including a photographic summary as well as a detailed accounting of expenses incurred (additional copies can be transmitted in digital format). Detailed expense reports shall consist of, but not be limited to the following: invoices, rental receipts, employee time sheets, and receipts for supplies and equipment. The Department shall make all reasonable efforts to process payments for costs in excess of the advance payment, but not exceeding the total amount payable under this Agreement, on a timely and high-priority basis following progress report submittal. Progress reports shall reference the title of this Agreement and be mailed to the Department of Water Resources, 3310 El Camino Avenue, Suite 145, P.O. Box 219000, Sacramento, California 95821, Attention: Delta Levees Program.
10. The Department shall pay 90 percent of the costs determined to be eligible for reimbursement as provided in Paragraph 2 of this Agreement and as specified in the Guidelines. The remaining 10 percent, hereinafter referred to as "retention," shall be paid following successful completion of all services to be performed under this Agreement. The District shall resolve all comments and questions provided by the Department and provide one hard copy and one electronic copy of the Final Five-Year Plan before retention is released under this Agreement.
11. The Local Agency shall provide the Department with all relevant engineering/biological data compiled or obtained for the Project. Data collected upon completion of the Project, including, but not limited to as-built surveys, material quantities, quality test data, surveys, and topography shall be provided

prior to final reimbursement to the Local Agency, and will be supplied to the Department in both hard copy and digital format. The Department retains the right to maintain and utilize these data in support of any of its activities.

12. No employee, officer, employer, or agent of Local Agency shall participate in the selection or in the award or administration of a contract supported by State funds if a conflict of interest, real or apparent, would be involved. The Local Agency shall comply with all applicable laws on conflict of interest including, but not limited to the following: Public Contract Code (PCC) Sections 10335.5 *et seq.*, PCC Sections 10365.5 *et seq.*, PCC Sections 10410 *et seq.*, and Government Code Sections 1090 *et seq.*, and 81000 *et seq.*
13. Local Agency shall be responsible for compliance with competitive bidding, prevailing wage provisions, contract administration laws, and all applicable labor laws including, but not limited to, Public Contract Code Section 20920, *et seq.*, California Water Code Section 50907; and Labor Code Section 1720 *et seq.* and 1770 *et seq.* Prior to awarding a contract for a public works project funded in whole or in part under Proposition 50, Proposition 84, or any other source of funding so requiring, Local Agency shall adopt and enforce a labor compliance program pursuant to Labor Code Section 1771.5. Local Agency must also specifically comply with California Labor Code Section 1773.3 (Duty to notify the California Department of Industrial Relations (DIR) when awarding a contract for a public works project. Construction work performed by Local Agency forces may be exempt from competitive bidding and shall be reimbursed pursuant to the equipment rates established by Caltrans (annual labor surcharge and equipment rental rates) and the Delta Levees Subventions Program. These equipment rental rates are available on the internet at <http://www.dot.ca.gov/hq/construc/>.
14. In accordance with Water Code Section 9140, if Local Agency is responsible for the operation and maintenance of a project levee, or if Local Agency operates and maintains a non-project levee that also benefits land within the boundaries of the area benefited by a project levee, Local Agency shall prepare and submit to Department, on or before September 30th of each year, a report of information for inclusion in periodic flood management reports prepared by Department relating to the project levee. The information shall include all of the following:
 - a) Information known to the local agency that is relevant to the condition of the levee.
 - b) Information identifying known conditions that might impair or compromise the level of flood protection provided by the levee.

- c) A summary of the maintenance performed by the local agency during the previous fiscal year.
 - d) A statement of work and estimated cost for operation and maintenance of the levee for the current fiscal year, as approved by the local agency.
 - e) Any other readily available information contained in the records of the local agency relevant to the condition or performance of the levee, as determined by the Central Valley Flood Protection Board or the Department.
15. In accordance with Water Code Section 9650, if Local Agency receives funding from the State to upgrade a project levee that protects an area in which more than 1,000 people reside, Local Agency responsible for the project levee and any city or county, including charter cities or counties, protected by the project levee shall enter into an agreement to adopt a safety plan within two years. The safety plan shall be integrated into any other Local Agency emergency plan and shall be coordinated with the state emergency plan. The local entity responsible for the operation and maintenance of the project levee shall submit a copy of the safety plan to the Department and the Central Valley Flood Protection Board. No advances or reimbursements shall be made by the State for a levee covered by this paragraph until it receives the agreement from all necessary entities. The safety plan shall include all of the following elements:
- a) A flood preparedness plan that includes storage of materials that can be used to reinforce or protect a levee when a risk of failure exists.
 - b) A levee patrol plan for high water situations.
 - c) A flood-fight plan for the period before the State or federal agencies assume control over the flood fight.
 - d) An evacuation plan that includes a system for adequately warning the general public in the event of a levee failure, and a plan for the evacuation of every affected school, residential care facility for the elderly, and long-term health care facility.
 - e) A floodwater removal plan.
 - f) A requirement, to the extent reasonable, that either of the following applies to a new building in which the inhabitants are expected to be the essential service providers:
 - 1. The building is located outside an area that may be flooded.
 - 2. The building is designed to be operable shortly after the floodwater is removed.

16. Local Agency shall provide all lands, easements, and rights-of-way necessary to complete the Project.
17. Local Agency may be eligible for reimbursement for removal and/or relocations necessary to perform the work described in this Agreement. Actual reimbursements shall be at the sole discretion of the Department. Reimbursement for removal and/or relocations of eligible structures shall be made on a case by case basis based on the following criteria:
 - a) Any relocation costs associated with structures within an existing levee footprint will be eligible for reimbursement at the same rates as other Project construction costs.
 - b) Any structures outside of the existing levee footprint, but within the footprint of the rehabilitated levee or within the construction work area, must be removed, relocated, or otherwise dealt with at the expense of Local Agency or the owner.
 - c) Where structures extend both through the existing levee and into the adjacent landside work area, the cost to remove the encroachment shall be appropriately divided between the Project and the Local Agency before work begins.
18. Local Agency, its Engineer, contractors, subcontractors, and their respective agents and employees required for performing any work for the Project shall act in an independent capacity and not as officers, employees, or agents of the State. Local Agency is solely responsible for planning, design, construction, maintenance, and operation of the Project. Any review or approval by the State is solely for the purpose of proper administration of State funding and shall not be deemed to relieve or restrict Local Agency's responsibility for its Project. Local Agency shall cooperate in the conduct of any State review or inspection.
19. Local Agency shall maintain records and books relating to the costs and quantities of labor and materials used, purchased, or constructed for, in the performance of this Agreement. The Department shall have full and free access at all reasonable times to review these books and records with the right at any time during office hours to make copies thereof. The Department or the State Controller shall have the right to conduct audits of Local Agency's expenditures for the work done under this Agreement, the purpose of such audits to assure that Special Projects monies are being properly used, that payments are not being made under different assistance programs for the same work, and that Local Agency is seeking the best terms in its use of State funds. Local Agency shall cooperate fully in any such audit, at its own expense, and shall maintain all

receipts, accounting, books, invoices, and records pertaining to the work covered under this Agreement for a period of ten years after the work has been performed or the expenses incurred.

20. Local Agency shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liability for any claims and damages (including inverse condemnation) that may arise out of this Project and this Agreement, including but not limited to, those arising from the planning, design, construction, maintenance and operation of levee rehabilitation measures on Lincoln Village West for this Project and any breach of the terms of this Agreement. Local Agency shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement. Local Agency shall also require its contractors to have applicable performance and payment bonding in place before commencing work. The Local Agency's indemnity and related obligations under this Agreement also extend to any similar Department indemnity and related obligations with the U. S. Army Corps of Engineers for emergency assistance, response and rehabilitation of Local Agency's facilities and the Local Agency hereby expressly assumes those obligations.
21. No waiver or breach of this Agreement shall be held to be a waiver of any other or subsequent breach, and no excuse of any condition or covenant shall be held to be an excuse of any other condition or covenant or of the same conditions or covenant at a subsequent time.
22. Statutory provisions of Delta Levees Flood Control Program found at Water Code Sections 12300 through 12318 are incorporated herein by this reference.
23. Local Agency shall be responsible for keeping informed of and complying with all applicable federal, State, and local laws and regulations, and for similarly requiring same of its contractors, including but not limited to those laws and regulations specifically cited, referenced, or incorporated into its Agreement. Without limiting the foregoing sentence, Local Agency and its contractors shall be responsible for all environmental compliance for levee rehabilitation or other work under this Agreement along with any required mitigation for such work pursuant to Water Code Section 12314.
24. Work that is subject to CEQA shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department and the Department has completed its CEQA determination as a Responsible Agency. Work that is subject to a CEQA document shall not proceed until and unless concurred with by the Department. Such concurrence is fully discretionary and shall constitute a condition precedent to any such work for

which it is required. Once CEQA documentation has been completed, the Department will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations, or other mitigation.

25. The Local Agency shall prepare the environmental documents under CEQA and submit to the Department for evaluation. Costs related to the preparation of CEQA documentation completed prior to commencement of work may be eligible for reimbursement.
26. Local Agency shall apply for federal disaster assistance whenever eligible.
27. Pursuant to Water Code Section 12316(g), Local Agency shall use subsidence control alternatives, where appropriate, to reduce long-term maintenance and improvement costs.
28. In the event any provision in this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. This Agreement may be amended by the mutual consent of the parties hereto.
29. The Department may, in addition to any other remedy available to it, terminate this Agreement and be relieved of any payment obligations should Local Agency fail to perform this Agreement at the time and in the manner herein provided.
30. The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
31. The following Paragraphs shall survive termination of this Agreement:
Paragraphs 2 and 5 through 28.
32. The term of this Agreement shall be effective from the date of the last signature to December 31, 2020.

PROJECT FUNDING AGREEMENT
for Preparation of Five-Year Plan
for Reclamation District No. 1608 on Lincoln Village West
Agreement No. LV-18-1.0-SP

**DEPARTMENT OF
WATER RESOURCES
State of California**

**LOCAL AGENCY
Reclamation District No. 1608**

By: _____
Jon Ericson, Chief
Division of Flood Management

By: _____
(_____), Title

Date: _____

Date: _____

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:**

By: _____
(_____), Title

By: _____
Robin E. Brewer, Assistant Chief Counsel

Date: _____

Date: _____

By : _____
(_____), Title

Date : _____

**DEPARTMENT OF FISH AND WILDLIFE
State of California**

**APPROVED AS TO CONSISTENCY
WITH SB34/AB 360 HABITAT
REQUIREMENTS:**

By: _____
James Starr, Environmental Program Manager
Delta Levees Habitat Improvement Program

Date: _____

Exhibit E

DEPARTMENT OF WATER RESOURCESDIVISION OF FLOOD MANAGEMENT
P.O. BOX 219000
SACRAMENTO, CA 95821-9000

February 23, 2018

Delta Levees Special Flood Control Projects Program – Five-Year Plan Solicitation

Dear:

Introduction

The Delta Levees Special Flood Control Projects Program (Program) is pleased to announce the release of the 2018 Five-Year Plan Solicitation (Solicitation). This Solicitation provides up to \$3,500,000 in local assistance funding from Propositions 1E and 84 for the development or update of Five-Year Plans to support levee work in the Delta that integrates levee and habitat improvement while protecting discrete and identifiable public benefits. **Note that continued eligibility for any Program funds will require that local agencies have an acceptable and updated Five-Year Plan on file with the Program.**

Background

The Program was established in 1988 by Senate Bill 34, and continues to operate under subsequent legislation that extends and provides funding for the Program. Originally authorized to address flooding on the Eight Western Islands, Thornton, New Hope, and Walnut Grove, the Program was expanded in 1996 to the entire Delta and to portions of Suisun Marsh. The passage of Proposition 1E and Proposition 84 in November 2006 significantly increased the amount of money available for levee projects in the Delta. The Department has invested over \$350 million dollars in flood control and habitat projects that are carried out by participating local levee maintaining agencies in the Delta. In 2009, the Program initiated cost share agreements to assist local efforts to produce Five-Year Plans for 60 Delta islands/tracts to support levee work. These plans were completed and are used to guide Program expenditures in the Delta.

Five-Year Plan Cost Share Solicitation

This Solicitation seeks eligible plans that include but are not limited to levee improvement, habitat enhancement, emergency response, seismic resiliency, and export water supply reliability. Future Project work incorporated into new or updated Five-Year Plans will follow criteria under the current Program Guidelines: 2014 Guidelines for Providing Funding to Local Public Agencies. The Guidelines are available at:

<https://www.water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Flood-Management/Delta-Flood-Protection/Files/Delta-Levees-Special-Flood-Control-Projects-Guidelines-2014.pdf>

The Program will provide 100 percent cost share funding up to \$35,000 per plan to update existing Five-Year Plans and up to \$50,000 per plan for the development of new Five-Year Plans (the higher limit is only available to islands/tracts that did not participate in Five-Year Plan development in 2009). The Program will provide 50 percent cost share funding on new Five-Year Plans that exceed \$50,000, and on updates to an existing Five-Year Plan that exceeds the \$35,000 limit. The Program will not cost share plan development costs in excess of \$75,000 (0 percent State cost share).

Interested applicants are requested to submit a Five-Year Plan Letter Proposal requesting participation. Applicants who participate in the development of a Five-Year Plan must follow the requirements provided in the attached 2018 Requirements for Five-Year Plans. **Applicants are also encouraged to coordinate with local, State and federal agencies, as appropriate, while preparing their Five-Year Plans.**

Letter Proposals are due to the Department of Water Resources by April 2, 2018.

Letter Proposals may be mailed or hand delivered to:

**Andrea L. Lobato, P.E., Manager
Delta Levees Program
Department of Water Resources
3310 El Camino Avenue, Room 152
Sacramento, California 95814**

Submittals by US Post Office **must be postmarked no later than April 2, 2018.**

If you have any questions please call me at (916) 480-5367, or Jon Wright at (916) 480-5369.

Sincerely,



Andrea L. Lobato, P.E., Manager
Delta Levees Program

Attachment

Attachment

2018 Requirements for the Five-Year-Plan

This *Requirements for the Five-Year Plan* (Requirements) specifies the format and content for the Five-Year Plan (Plan) submittal in response to the 2018 Five-Year Plan Solicitation by the Delta Levees Special Flood Control Projects Program (Special Projects). Please also complete the *Table of Required Tabulated Information* in these Requirements. Items in the Table may be discussed separately in the Plan text but must be provided in tabular form for the Plan to be considered for funding.

General Content:

- 1) **A cover page.**
- 2) **A table of contents.**
- 3) **A clear description of each item listed in the Requirements.**
- 4) **An index for the appendices.**

Section 1: Executive Summary (recommend 1 page)

- 1) **Provide a summary of the Plan, including:**
 - a. The objective of the Plan.
 - b. The desired level of protection for the Local Agency's levee system.
 - c. How involvement with DWR will help the Local Agency achieve this goal.
 - d. How involvement with other agencies will help the Local Agency achieve this goal.

Section 2: Background (recommend 5 pages)

- 1) **Assessment of the status of existing levee system**
 - a. Describe historical flood problems, including:
 - i) Dates of events.
 - ii) Estimated flood frequencies of events.
 - iii) Levee performance during these events
 - iv) Consequences of events.
 - b. What is the existing level of protection provided by the levee system? Include the source of this information. Specifically:
 - i) What portion of the levee is below or at the Hazard Mitigation Plan (HMP) Standard?
 - ii) What portion of the levee is at the PL84-99 or Bulletin 192-82 Standard?
 - iii) What portion of the levee is above the PL84-99 or Bulletin 192-82 Standard?
 - iv) If the Local Agency is not able to reach the HMP Standard, explain why and what standard the Local Agency is working toward. Also, include the dimensions of the levee standard.
 - v) Provide cross-sectional surveys taken within the past five years for every 100 ft. of the Local Agency's levee system. If there are no existing surveys, contact the Delta Levees Special Projects Program; new field surveys will be funded under the Subventions Program.
 - c. **Provide a map showing the existing level of protection by the levee system, including:**
 - i) The portion of the levee below the HMP Standard.
 - ii) The portion of the levee at the HMP Standard.
 - iii) The portion of the levee at the PL84-99 or Bulletin 192-82 Standard.
 - iv) The portion of the levee at above the PL84-99 or Bulletin 192-82 Standard.

2) Previous Five-Year-Plan progress report

- a. State if the Local Agency has previously submitted a Plan to the Program.
- b. Provide a review of your 2009 Five-Year Plan submittal, including:
 - i) Steps taken to achieve the objectives outlined in the Plan
 - ii) A statement of whether the objectives were achieved completely, partially, or not.
 - iii) If objectives were not achieved, provide a summary of why and what should be done differently to achieve the goals outlined in this Plan.

3) History with the Delta Levees Program

- a. Describe your past involvement with the Delta Levees Special Projects and Delta Levees Maintenance Subventions Programs. Include a statement as to whether and how that participation allowed the Local Agency to meet the 2009 Five-Year Plan objectives. Please provide as much information as possible.

Section 3: Plan for Flood Protection (recommend 12 pages)

1) Desired level of protection and strategy to meet this goal

The Plan should elaborate on the desired level of protection at the end of five years, including:

- a. A description of the desired level of protection as a goal to achieve in the next five years, including:
 - i) A typical cross-section of the desired level of protection.
 - ii) Justification if the levee standard selected is not one that is specifically supported by the Program.
- b. Phasing of the work, along with a list and description of proposed projects needed to achieve the five-year goal, including:
 - i) The stationing of levee improvements for each project.
 - ii) An approximation of the materials to be used for each project.
 - iii) Studies and reports that are anticipated to be conducted for each project.
 - iv) Provide a phasing map to specify the location of proposed projects.
- c. Total estimated cost of the work and its distribution for each project over the five years, including:
 - i) The estimated cost of planning, design and engineering, and construction costs.
 - ii) A paragraph describing any major assumptions made in the development of the cost estimate.
- d. Potential cost sharing with other partners (other than the Delta Levees Special Projects and Delta Levees Maintenance Subventions Programs).
- e. Requested cost sharing with the Delta Levees Special Projects Program, including:
 - i) A justification explaining how the Local Agency determined this amount
- f. Estimated schedule of work.
- g. A statement of how you expect the Delta Levees Special Projects and Delta Levees Maintenance Subventions Programs will contribute toward achievement of the five-year goals.
- h. A statement of how you expect other agencies to contribute toward achievement of the five-year goals.
- i. Discussion of potential constraints and obstacles to meet the desired level of protection and how the Local Agency plans to mitigate and/or overcome them

2) Identification of need for improvements to reduce existing hazards

The Plan should provide an inventory of the local and non-local assets and critical infrastructure, both public and private, that is protected by the levees. Local assets are those for which the Local Agency can levy assessments for flood protection; non-local assets are those that the Local Agency cannot levy assessments. The Local Agency should identify public benefits where applicable, such as:

- a. Water quality.
- b. Recreation.
- c. Navigation.
- d. Fish and wildlife.
- e. Protection of State Infrastructure.
- f. Other (specify).

3) Identification of the risks for current land use based on the existing assets

The Plan needs to discuss levee risks. In particular:

- a. Consequences of levee failure or breach.
- b. Existing deficiencies in the system, including low spots, rapid settlement areas, erosion sites, undercutting, seepage, boils, or voids under the levee, including:
 - i) The location (stationing) of existing deficiencies.
- c. Urgency of repair work.

4) Identification of opportunities for multi-benefit projects

The Plan should, at a minimum, describe opportunities and significant constraints for achieving the following objectives:

- a. Ecosystem restoration and habitat enhancement.
- b. Reversing land subsidence.
- c. Ensuring adequate and effective emergency response plans.
- d. Improving water quality.
- e. Improving water supply reliability.
- f. Improving levee stability and integrity.
- g. Addressing Actions listed in the Governor's California Water Action Plan.

Section 4: Plan for Permits and Habitat (recommend 2 pages)

1) Habitat Mitigation and Enhancement

The Plan should describe how work to be carried out under the Plan will meet the requirements of Water Code Sections 12314 which requires no net loss of habitat and consistency with net habitat improvement. The Plan should briefly describe the following:

- a. Baseline habitat conditions prior to the Plan.
- b. The anticipated impact and benefit to habitats in the Plan.

2) Compliance with CEQA, and obtaining all required permits, etc.

The Plan should describe all of the following:

- a. Types of permits and environmental compliance documents required.
- b. Status of the environmental documentation (if already underway).
- c. Status of the permit process (if already underway).
- d. The requirements and how they will be met for all local, State, and federal agencies that were considered while preparing their Five-Year Plans.

Table of Required Tabulated Information

Required Information	Value/Units	Discussion
Total acreage protected by Local Agency levees		
Total levee miles maintained by Local Agency		
Levee miles in the Local Agency service area that are not maintained through the Delta Levees Program (e.g. Dry levees, cross levees)		
Percentage of Local Agency's levee system at or above HMP Levee Standard		
Miles of Local Agency's levee system raised to meet the minimum HMP Standard through the Delta Levees Special Projects Program		
Percentage of Local Agency's levee system at or above Bulletin 192-82 Levee Standard		
Miles of Local Agency's levee system raised to meet the Bulletin 192-82 Levee Standard through the Delta Levees Special Projects Program		
Number of levee rehabilitation projects funded through the Delta Levees Special Projects Program		
Total State funds expended for levee rehabilitation projects on the Local Agency's Island/Tract through the Delta Levees Special Projects Program		
List of local and non-local assets and critical infrastructure protected by the Local Agency's levee system		

Exhibit F

Antonio and Lillian Arredondo
6201 Embarcadero Dr.
Stockton CA. 95219

Reclamation District No. 1608
Lincoln Villages West

October 23, 2018

ATTN: Board of Trustees

RE: Permit for portable storage unit

Board of Trustees,

Please find enclosed with this communication the proposed design for a storage unit. Please note that the storage unit will be constructed of wood and **have 6 inch caster wheels to facilitate the moving and relocation of the unit to inspect ground and concrete surface**. The storage unit will be located on the non-water side of the property. It will be located on the same level as the residence (house) on the north- east area, away from the toe of the levee.

The outlined dimension of the working space is a 10 feet 9 inches X 8 feet 7 inches. (high lighted in brown on the drawing). The dimension of the constructed storage unit will measure 7 feet 2 inches X 7 feet 9 inches . (high lighted by purple on the drawing). Also, note the illustrated picture of the proposed unit.

Enclosed is a drawing illustrating the proposed area.

Please contact us for further questions at (209) 610-0089

Sincerely,



Antonio Arredondo

Exhibit G

Index No. _____ Lot No. _____

APPLICATION FOR APPROVAL OF PLANS AND/OR ENCROACHMENT PERMIT

1. Application to the Reclamation District 1608 for approval to Construct a wood
Portable Following Storage Unit. Storage Unit will have 6" castor
wheels for easy movement to inspect ground / surface.
locator on non-water side well to house.

2. Please check exhibits accompanying application.

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

3. Please Print or Type:

Name of Applicant ANTONIO ARRIANDO Address-Zip Code 6201 EMBARCADERO Telephone Number cell (209) 610-0089
Office Home
Signature [Signature] Date 10-22-18

4. Endorsement

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

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

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

DENY the application for the following reasons:

Date _____

Board of Trustees,
Reclamation District 1608

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

Name	Address	Zip Code
Juan & Barbara Dalgado	6207 EMBARCADERO DR.	95219
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

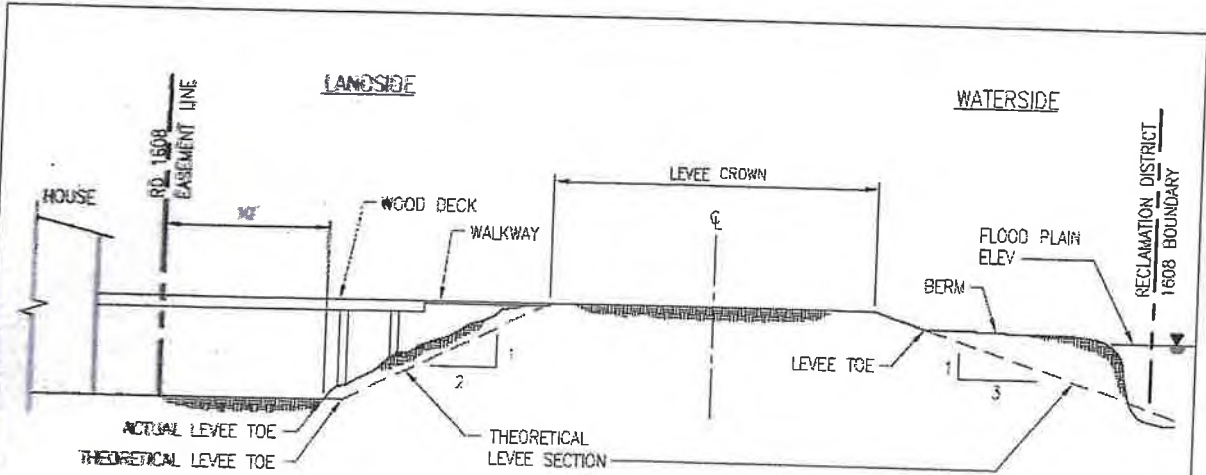
Conditions:

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

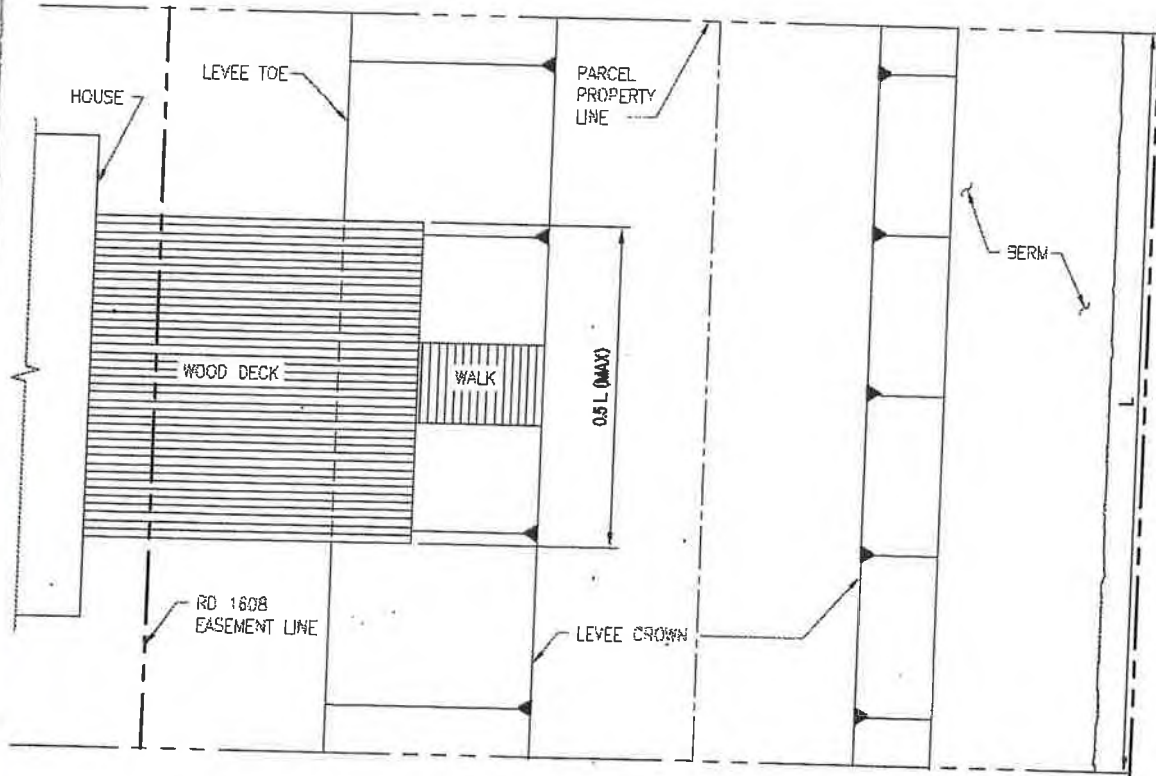
SEE ATTACHED ADDITIONAL CONDITIONS. IF BOX CHECKED ON FRONT PAGE

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

Exhibit H



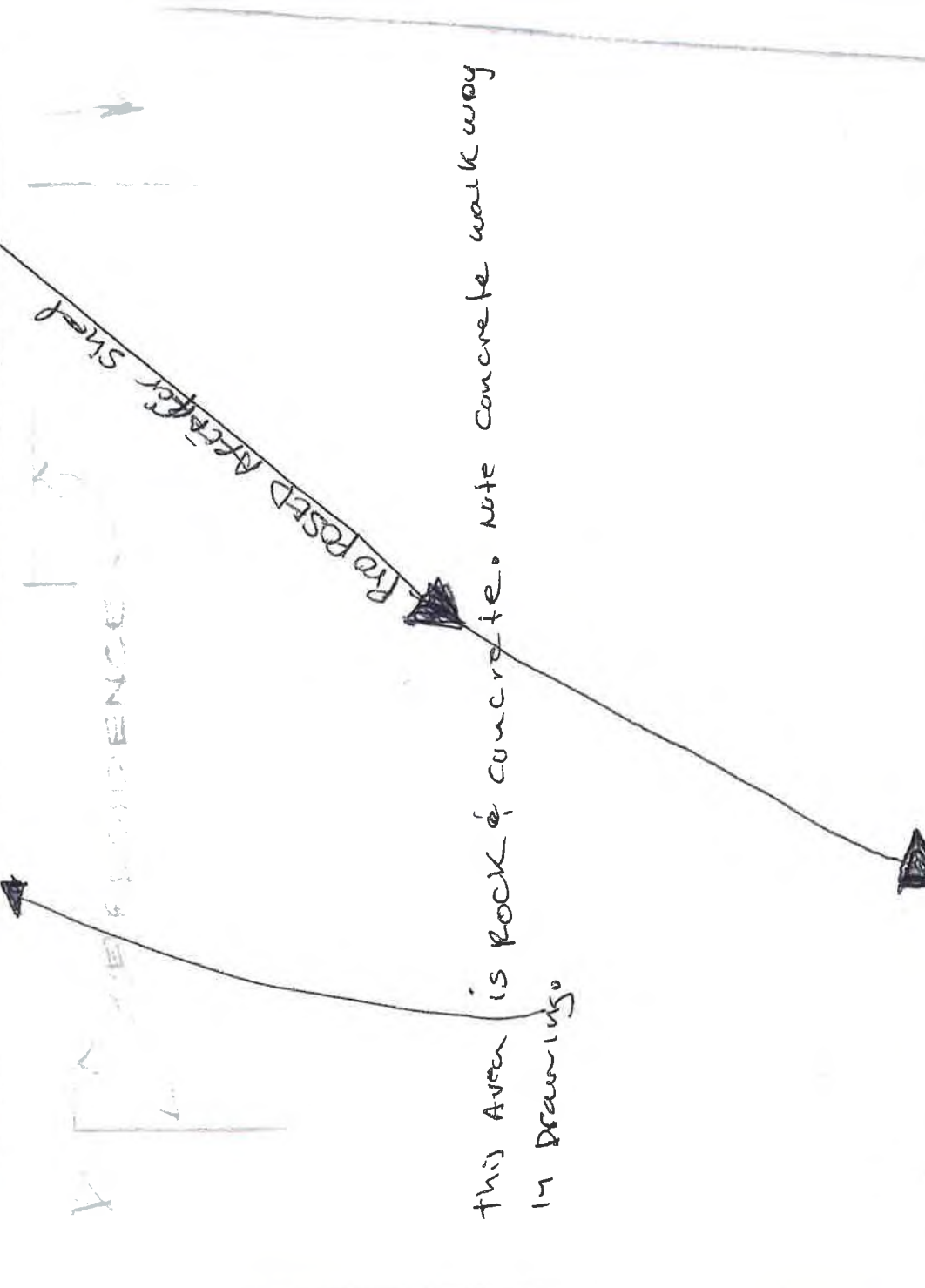
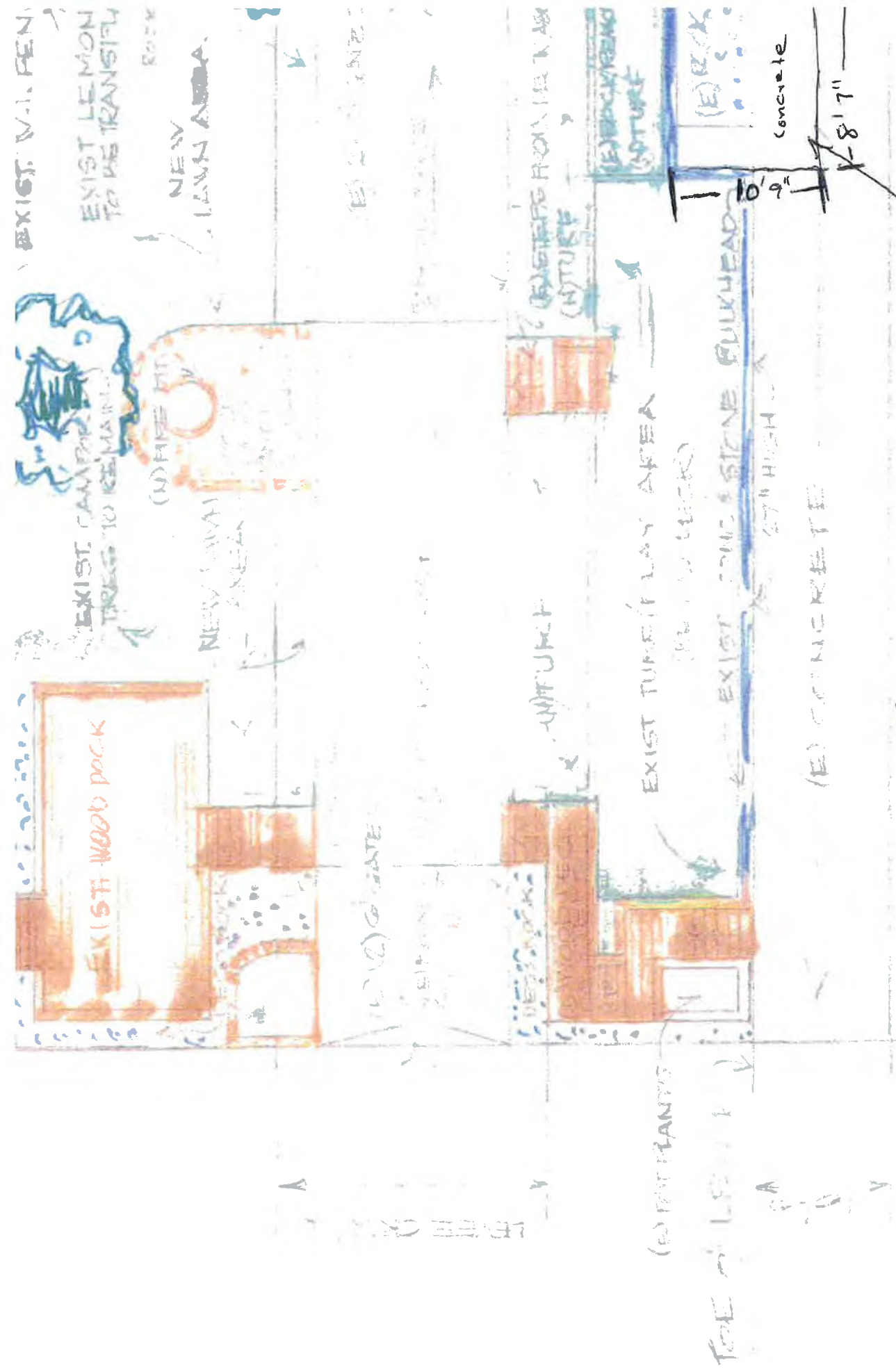
SECTION
1" = 10'



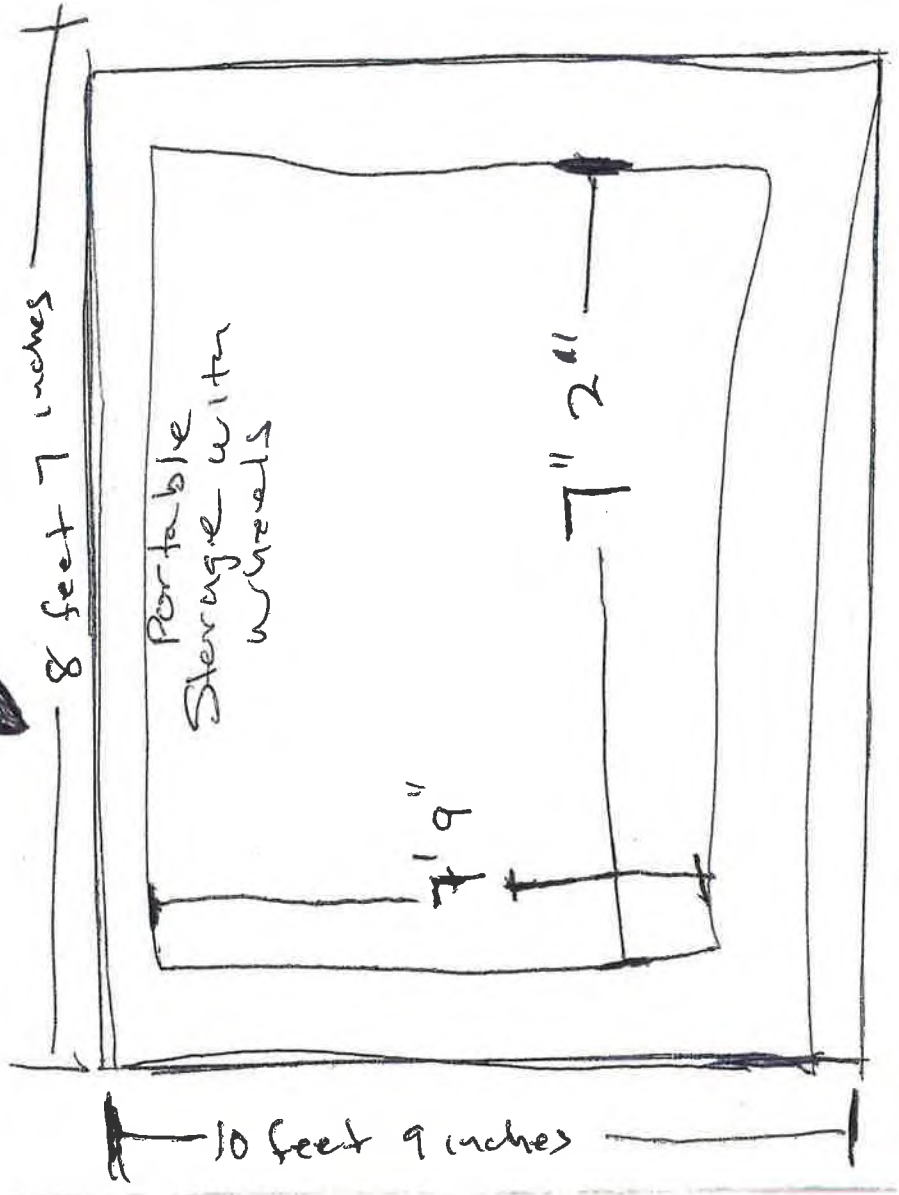
PLAN
1" = 10'

no paved
storage unit
→

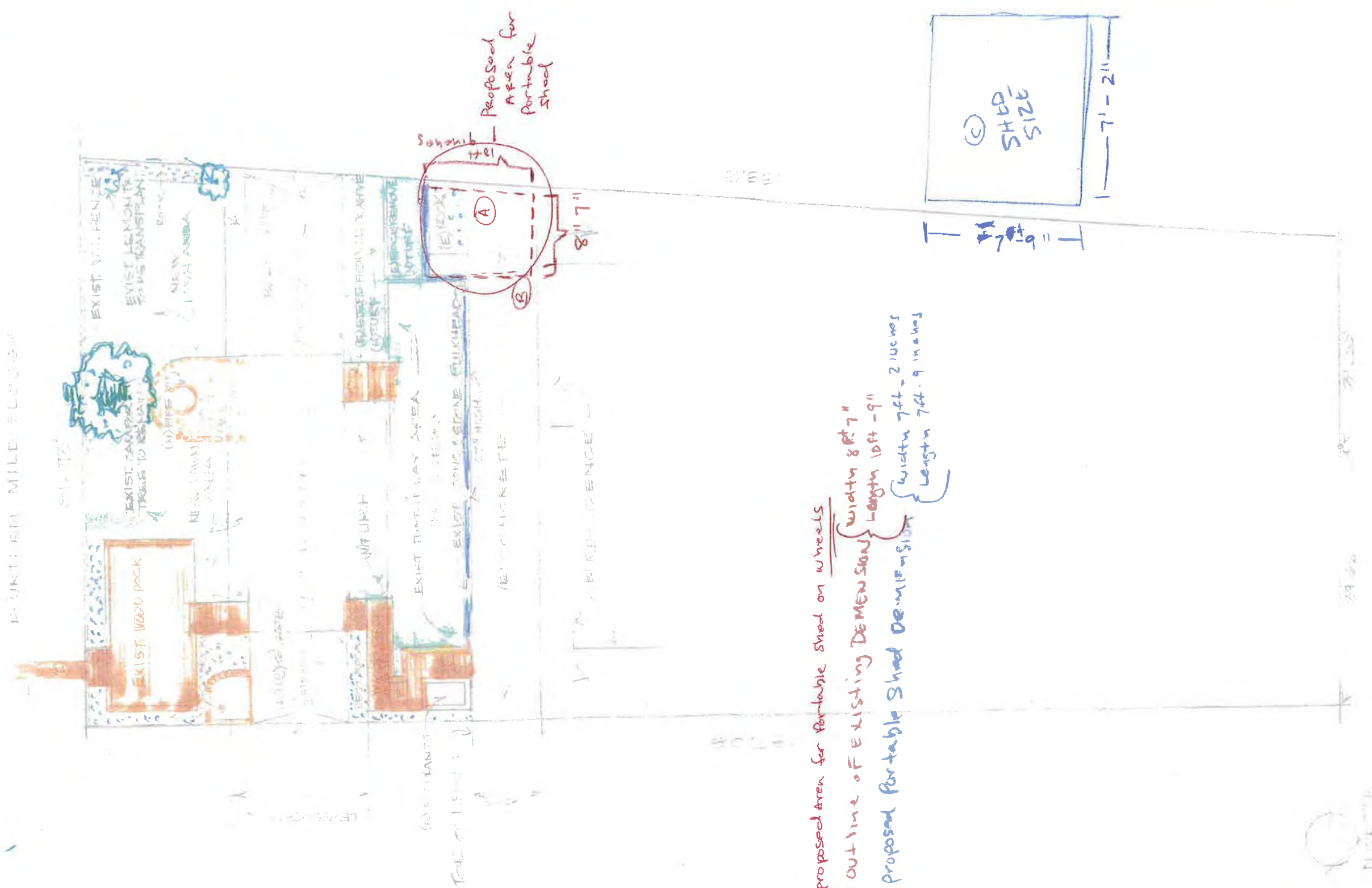
SOUTHWEST LEVEE REAR YARD DECK DETAIL	DATE: FEBRUARY 2010
	STANDARD DRAWING: S-15
RECLAMATION DISTRICT 1608	



This Area is ROCK & concrete. Note concrete walkway in drawing.

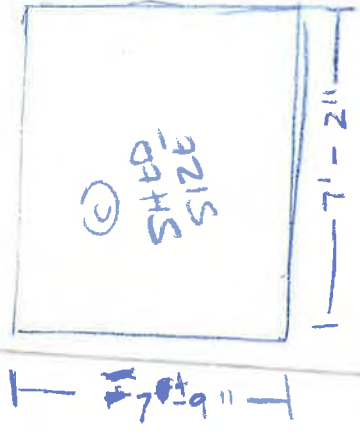


FOURTH MILE ROAD



Proposed Area for Portable Shed

- (A) - proposed area for portable shed on wheels
- (B) - outline of existing dimension { width 8 ft 7" length 10 ft 9"
- (C) proposed portable shed dimension { width 7 ft - 2 inches length 7 ft - 9 inches



221 EMPALCADERO LANE
A. ARRENDONDO FEDERAL BLDG

Exhibit I

Illustrated version of storage portable storage unit

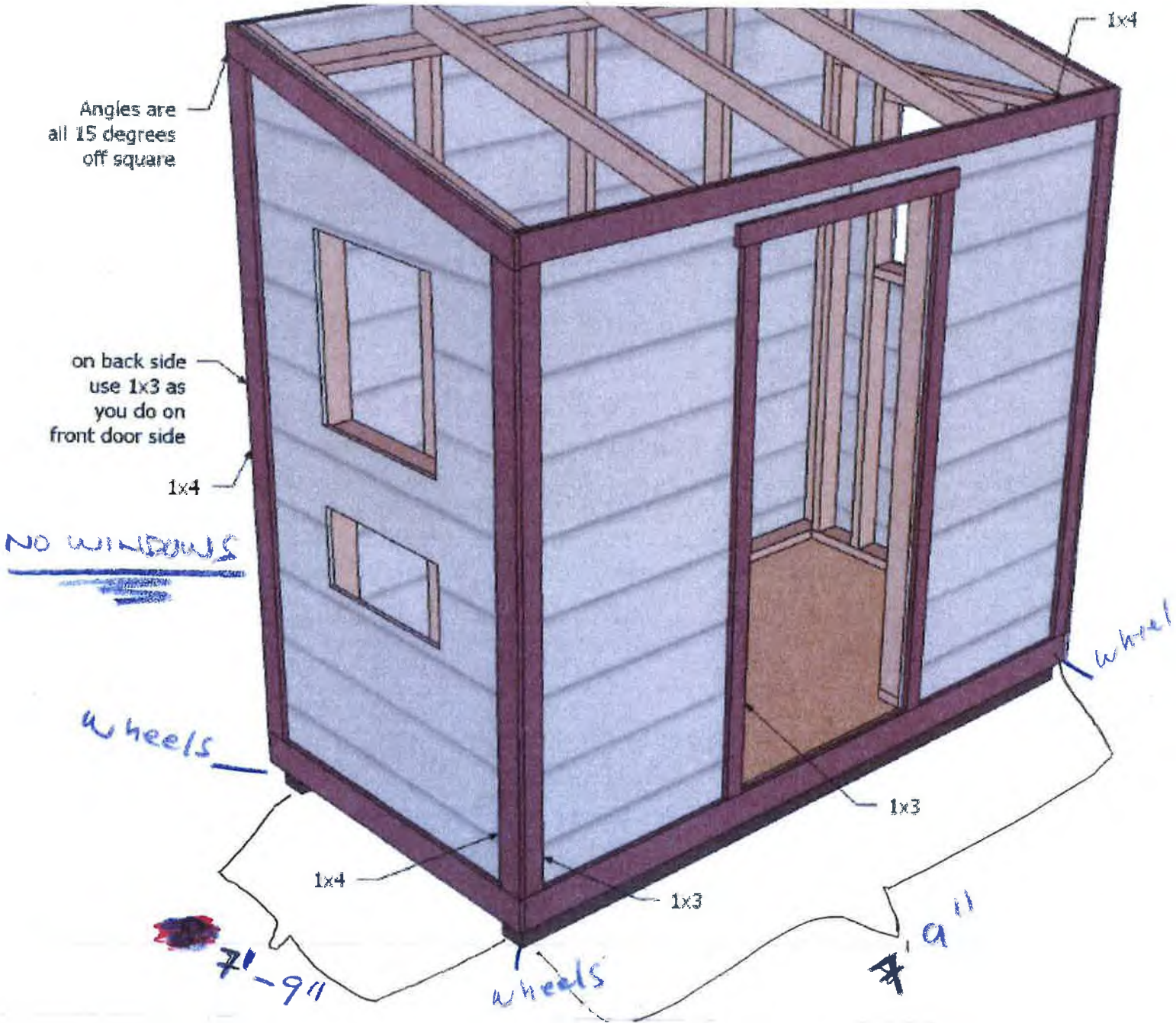


Exhibit J

RECLAMATION DISTRICT NO. 1608

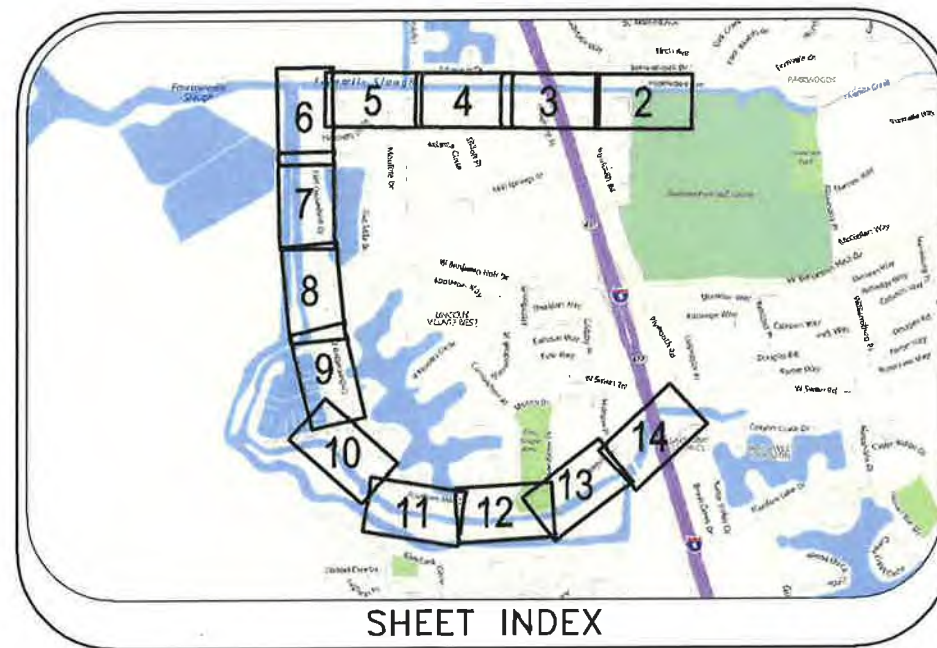
LINCOLN VILLAGE WEST

STOCKTON, CALIFORNIA

AERIAL BASE MAP



VICINITY MAP

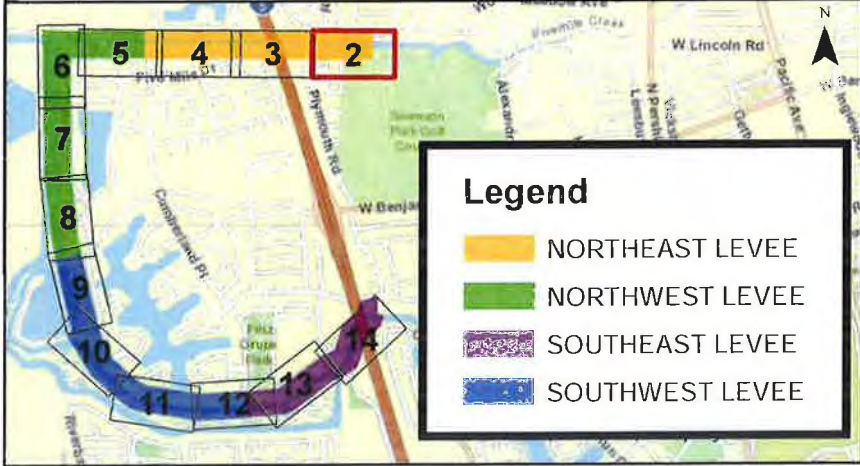
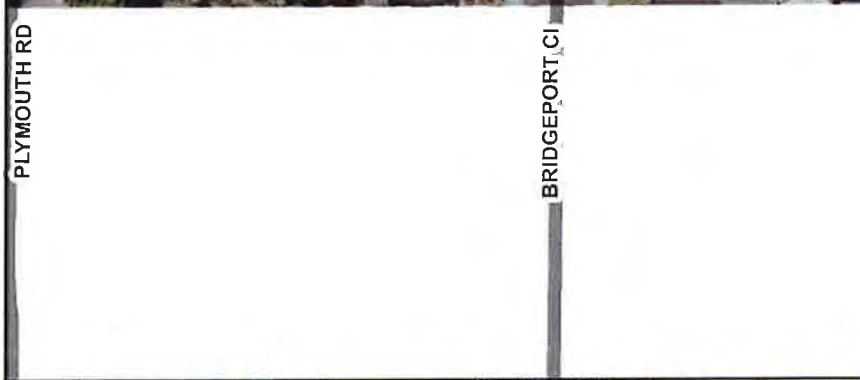


SHEET INDEX



SITE MAP





Legend	
	NORTHEAST LEVEL
	NORTHWEST LEVEL
	SOUTHEAST LEVEL
	SOUTHWEST LEVEL

KJELSOEN SINNOCK NEUDECK
 inc. CIVIL ENGINEERS & LAND SURVEYORS

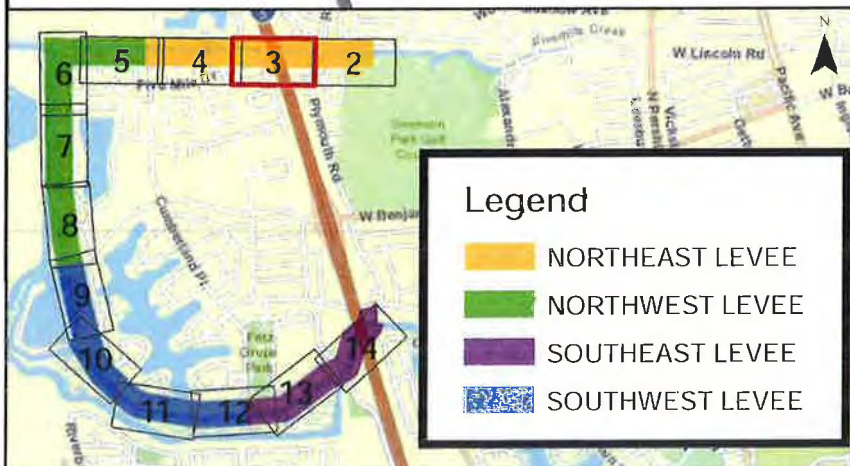
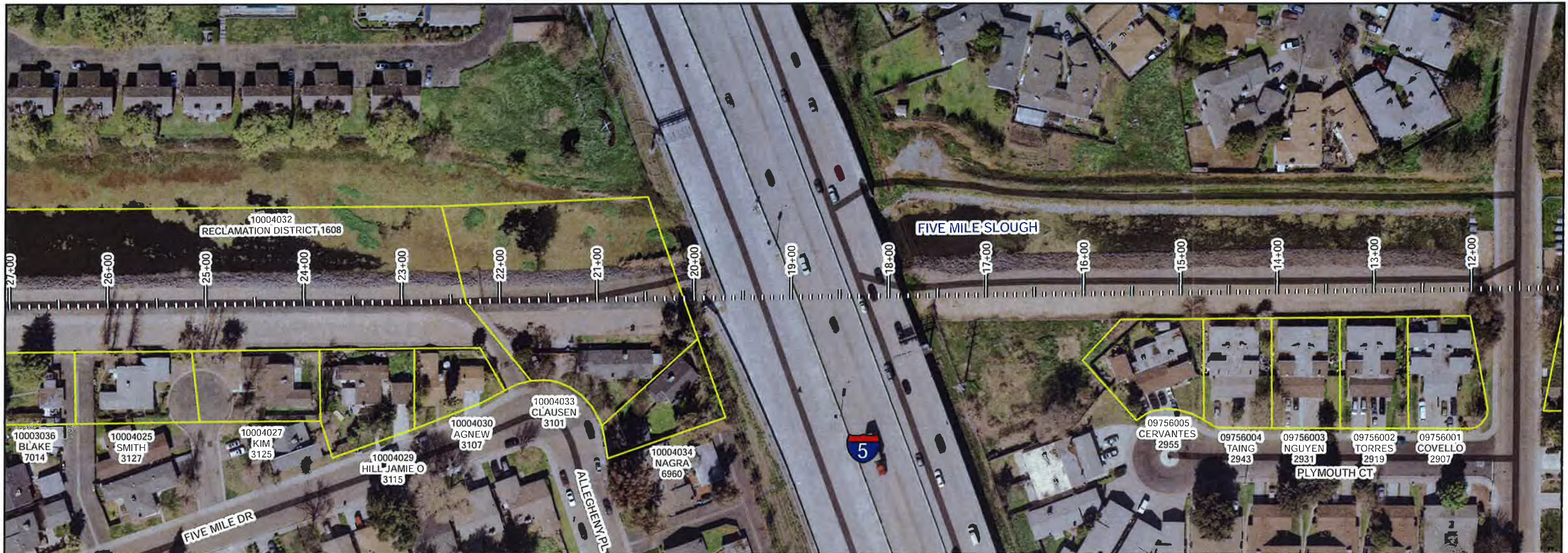
711 N. Pershing Avenue
 Stockton, CA 95203
 209-946-0268
 1550 Harbor Blvd., Suite 212
 West Sacramento, CA 95691
 916-403-5900
 www.ksninc.com

Scale
 1 in = 100 ft
 Original Drawing Scale
 0 1/4" 1/2"



RECLAMATION DISTRICT 1608
 LINCOLN VILLAGE WEST
 STATIONS 0+00 - 11+50
 October 18, 2018

EXHIBIT
A
 PAGE
 2 of 14



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RECLAMATION DISTRICT 1608
 LINCOLN VILLAGE WEST
 STATIONS 11+50 - 26+50
 October 18, 2018

EXHIBIT
A
 PAGE
 3 of 14



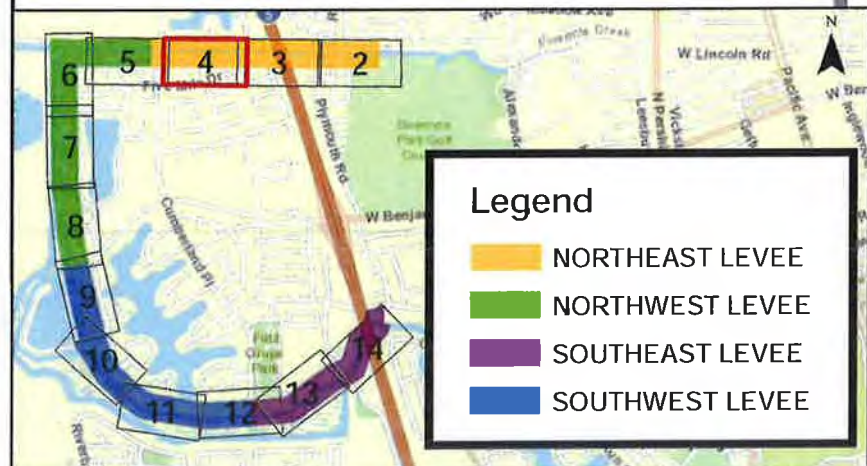
FIVE MILE SLOUGH

10004032
RECLAMATION DISTRICT 1608

41+00 40+00 39+00 38+00 37+00 36+00 35+00 34+00 33+00 32+00 31+00 30+00 29+00 28+00 27+00 26+00

10002003 CHER 99
10002004 BUSTAMANTE 3603
10002005 BARANZINI 3517
10002006 CRUZ 3509
10002007 MALIK 3501
10002008 POGGI 3469
10003009 HAWLEY 7071
10003010 CRUCES 7070
10003024 SALADY 7027
10003025 CALLAHAN 7024
10003035 CHILDS 7015
10003036 BLAKE 7014
10004025 SMITH 3127

STONE RIVER CIR
SHILOH PL
GERMANNA CT
YORKTOWN CT
POTOMAC WY



Legend

- NORTHEAST LEVEE
- NORTHWEST LEVEE
- SOUTHEAST LEVEE
- SOUTHWEST LEVEE

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CIVIL ENGINEERS & LAND SURVEYORS

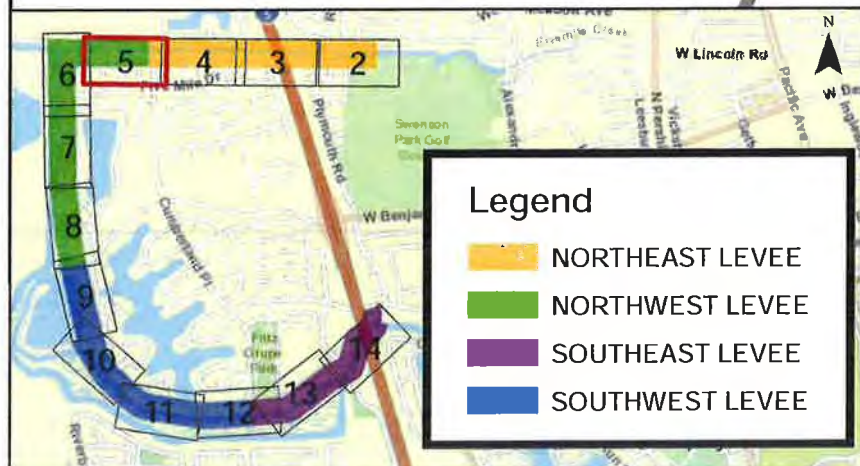
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Scale
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Original Drawing Scale
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RECLAMATION DISTRICT 1608
LINCOLN VILLAGE WEST
STATIONS 26+50 - 41+00
October 18, 2018

EXHIBIT
A
PAGE
4 of 14



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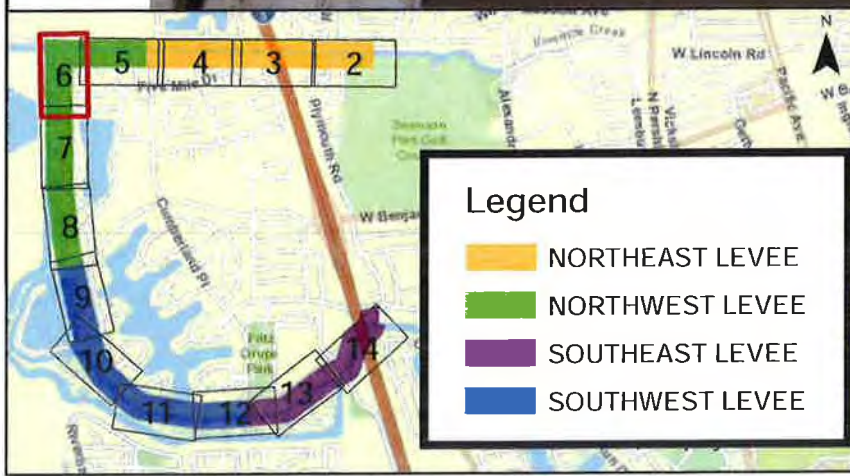
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RECLAMATION DISTRICT 1608
 LINCOLN VILLAGE WEST
 STATIONS 41+00 - 56+00
 October 18, 2018

EXHIBIT
A

PAGE
 5 of 14



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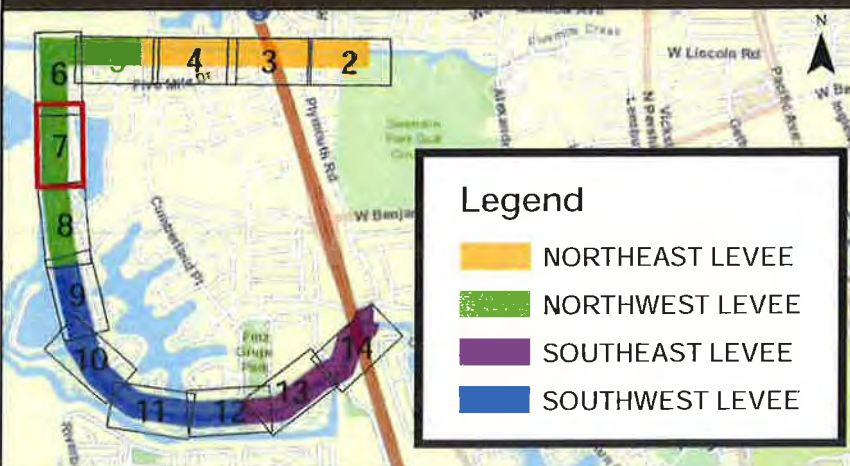
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Scale
 1 in = 100 ft
 Original Drawing Scale
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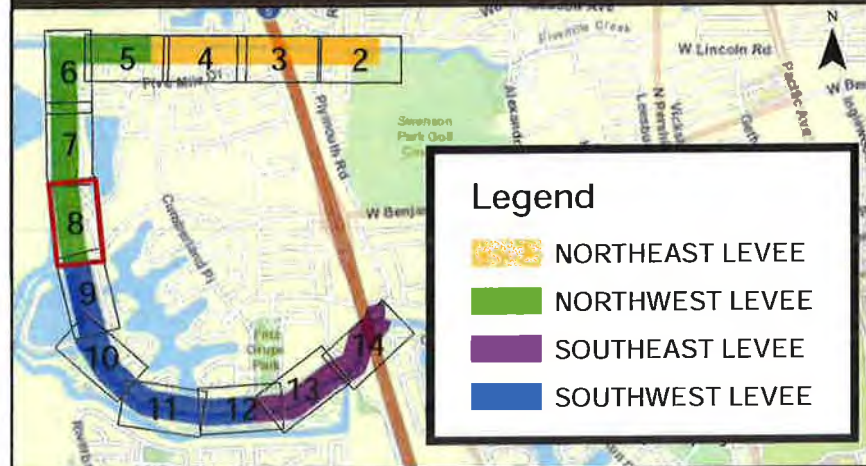


RECLAMATION DISTRICT 1608
 LINCOLN VILLAGE WEST
 STATIONS 56+00 - 72+00
 October 18, 2018

EXHIBIT
A
 PAGE
 6 of 14



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	<p>1550 Harbor Blvd., Suite 212 West Sacramento, CA 95691 916-403-5900 www.ksninc.com</p>	<p>Original Drawing Scale 0 1/4" 1/2"</p>			



Legend

- NORTHEAST LEVEE
- NORTHWEST LEVEE
- SOUTHEAST LEVEE
- SOUTHWEST LEVEE

09807003
RECLAMATION DISTRICT, 1608

FOURTEEN MILE SLOUGH

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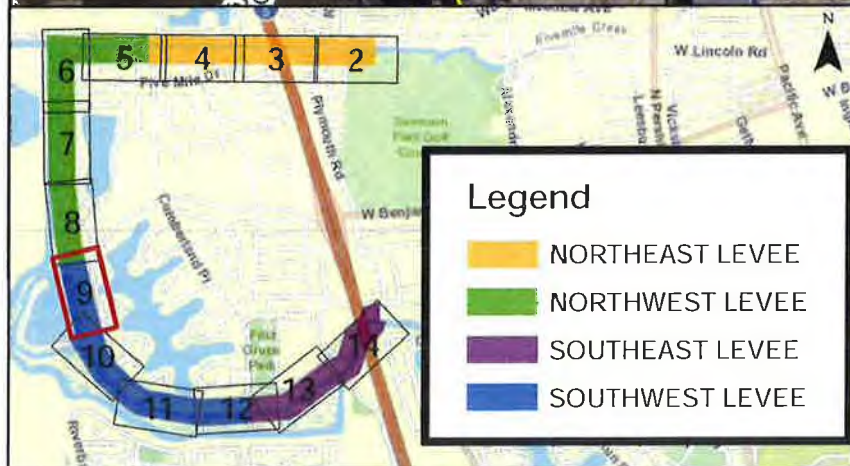
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1 in = 100 ft

Original Drawing Scale
0 1/4" 1/2"



RECLAMATION DISTRICT 1608
LINCOLN VILLAGE WEST
STATIONS 87+00 - 101+50
October 18, 2018

EXHIBIT
A
PAGE
8 of 14



Legend	
	NORTHEAST LEVEL
	NORTHWEST LEVEL
	SOUTHEAST LEVEL
	SOUTHWEST LEVEL

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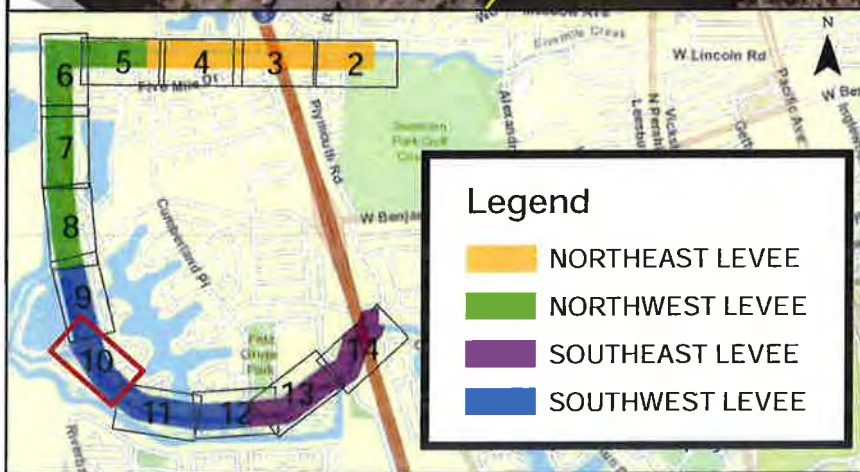
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Scale
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Original Drawing Scale
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RECLAMATION DISTRICT 1608
 LINCOLN VILLAGE WEST
 STATIONS 101+50 - 115+00
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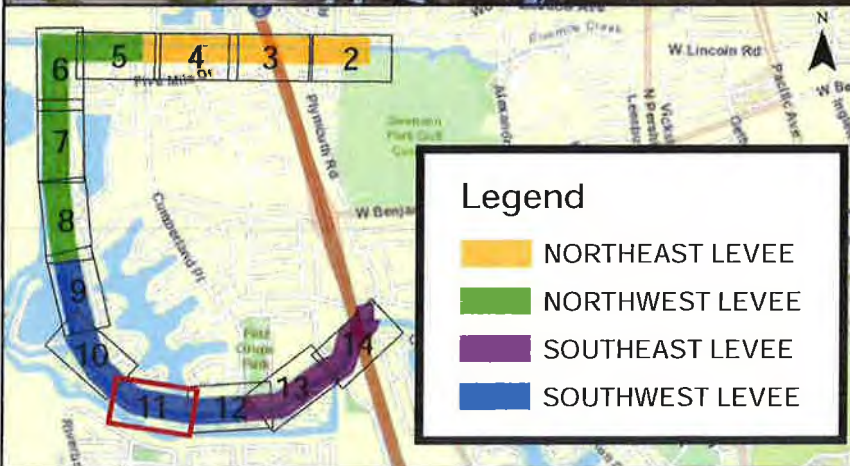
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Original Drawing Scale
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RECLAMATION DISTRICT 1608
 LINCOLN VILLAGE WEST
 STATIONS 115+00 - 128+50
 October 18, 2018

EXHIBIT
A
 PAGE
 10 of 14



Legend	
	NORTHEAST LEVELVE
	NORTHWEST LEVELVE
	SOUTHEAST LEVELVE
	SOUTHWEST LEVELVE

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 inc. CIVIL ENGINEERS & LAND SURVEYORS

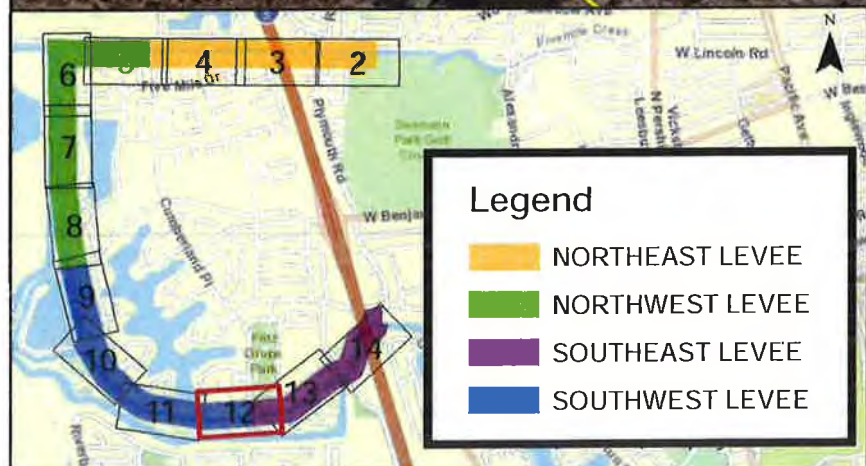
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 Original Drawing Scale
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RECLAMATION DISTRICT 1608
 LINCOLN VILLAGE WEST
 STATIONS 128+50 - 144+00
 October 18, 2018

EXHIBIT
A
 PAGE
 11 of 14



Legend

- NORTHEAST LEVEL
- NORTHWEST LEVEL
- SOUTHEAST LEVEL
- SOUTHWEST LEVEL

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Scale
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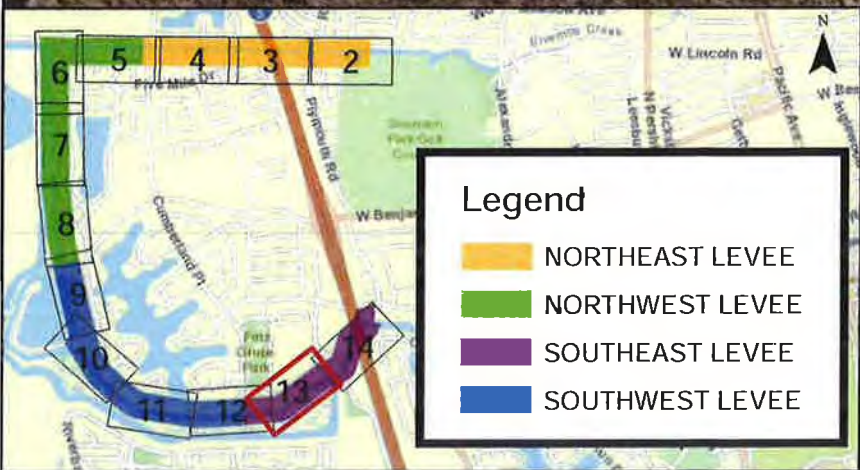
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RECLAMATION DISTRICT 1608
 LINCOLN VILLAGE WEST
 STATIONS 144+00 - 159+00
 October 18, 2018

EXHIBIT
A

PAGE
 12 of 14



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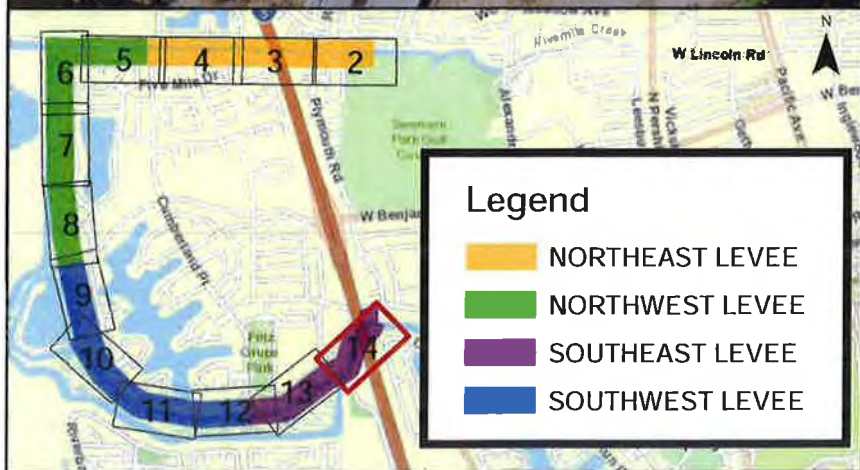
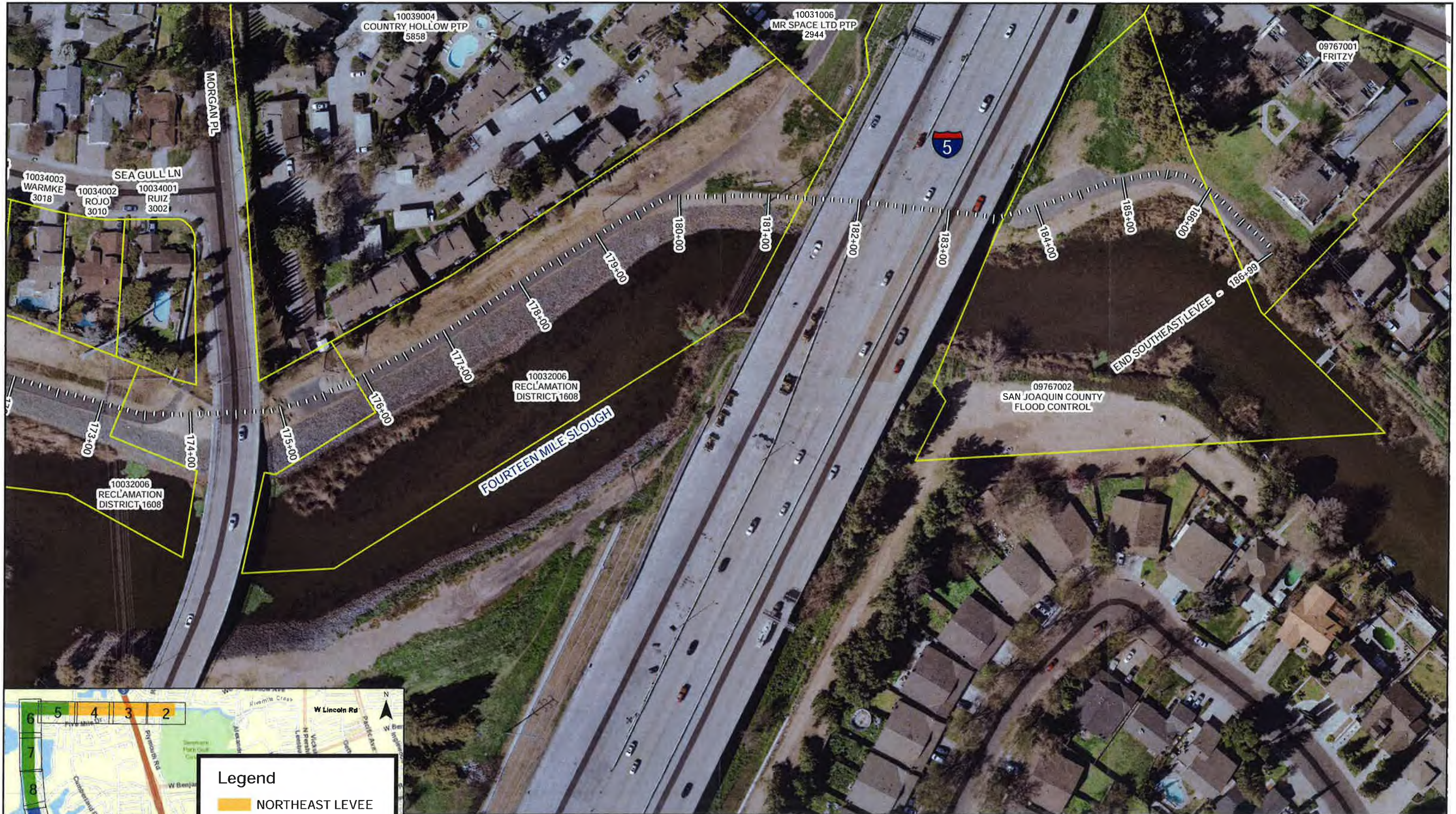
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RECLAMATION DISTRICT 1608
LINCOLN VILLAGE WEST
STATIONS 159+00 - 172+50
October 18, 2018

EXHIBIT
A

PAGE
13 of 14



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RECLAMATION DISTRICT 1608
LINCOLN VILLAGE WEST
STATIONS 172+50 - 189+99
October 18, 2018

EXHIBIT
A
PAGE
14 of 14

Exhibit K

Memorandum



DATE: August 17, 2018
TO: Chris Elias/SJAFCA
Juan Neira/SJAFCA
Scott Shapiro/DB
FROM: Dave Peterson
COPIES: Mike Rossiter/PBI

SUBJECT: USACE Lower San Joaquin River FRM - Design Agreement Priorities

This memorandum presents PBI's recommendations for initial work items to be addressed under the USACE Design Agreement. Frequent references will be made to the *San Joaquin River Basin Lower San Joaquin River, CA FINAL Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report, dated January 2018 (LSJRFS)*.

Initial Area of Focus

We propose that the initial focus be on the North Stockton consequence area; specifically, NS02 and NS03, as shown in LSJRFS Economics Appendix Fig 1-2 (attached). These two consequence areas have the highest without project annual exceedance probabilities of all consequence areas covered by the Recommended Plan (both 15.2%). NS02 has the highest without project expected annual damages (\$112M), and NS03 is in the top three, with an EAD of \$67M. Consequence area CS01 has an EAD of \$77M, which is slightly higher than NS03, but it has a lower AEP of 12.0% (AEPs and EADs taken from LSJRFS, Figures 3-18 and 3-19).

If budget limitations suggest a more limited focus, we recommend starting with NS02.

It should also be noted that consequence areas NS02 and NS03 are hydraulically connected via flanking of the east end of Fourteenmile Slough. And consequence area CS01 is hydraulically connected to CS02, CS03, and RD17 via flanking of the east ends of Smith Canal and French Camp Slough. So, from a completeness perspective, it makes sense to address NS02 and NS03 together initially.

Initial Work Scope

We propose that preliminary design be developed for the entire North Stockton sub-system, and that final design be completed for the most straightforward reaches along the western front.

The reason we are suggesting preliminary design for the entire sub-system is to provide the sponsors with a more refined cost basis for one or more local property assessment elections, and State and Federal financial planning. The scope of the LSJRFS was limited, and it did not afford the USACE civil design team the opportunity to fully refine the scope and character of the improvements. We feel that during the design phase, more detailed engineering investigations and calculations will result in reduced costs, reduced right of way impacts, and reduced construction impacts.



We also feel that it is critical that the first project to be implemented have the greatest community support to establish a successful track record for subsequent projects and property assessments. The community is very aware of the existing flood threat if the Wright-Elmwood Tract were to flood, and so we are proposing final design of levee reaches below which are relatively straight-forward, and would address that threat.

Specific areas where we think design refinement is warranted during preliminary design:

- All levee reaches in the North Stockton sub-system: horizontal and vertical limits of slurry walls
- Reach TS10L (see LSJRFS Figure 8-2, attached): needs more rigorous contemplation of alternative concepts to reduce construction costs, right of way impacts, and construction impacts
- Reaches MC10L and MC20L; we suggest that the design team consider an alternative configuration consisting of a closure structure across Mosher Slough plus Mosher Slough north bank levee improvements westerly to tie into the recently reconstructed Atlas Tract dryland levee. This would obviate the need for levee work in reaches MC10L and MC20L, which would mitigate major right of way impacts.

Suggested initial levee reaches for final design:

- Reaches TS30L, TS20L along the eastern side of Sargent Barnhart Tract (RD2074)

And if budget permits:

- Reaches FM40L, FM30L protecting Smith Tract (RD1608)
- Reaches ST20R, ST10R, FS10R, and FM60L along the eastern and southern side of Shima Tract (RD2115)

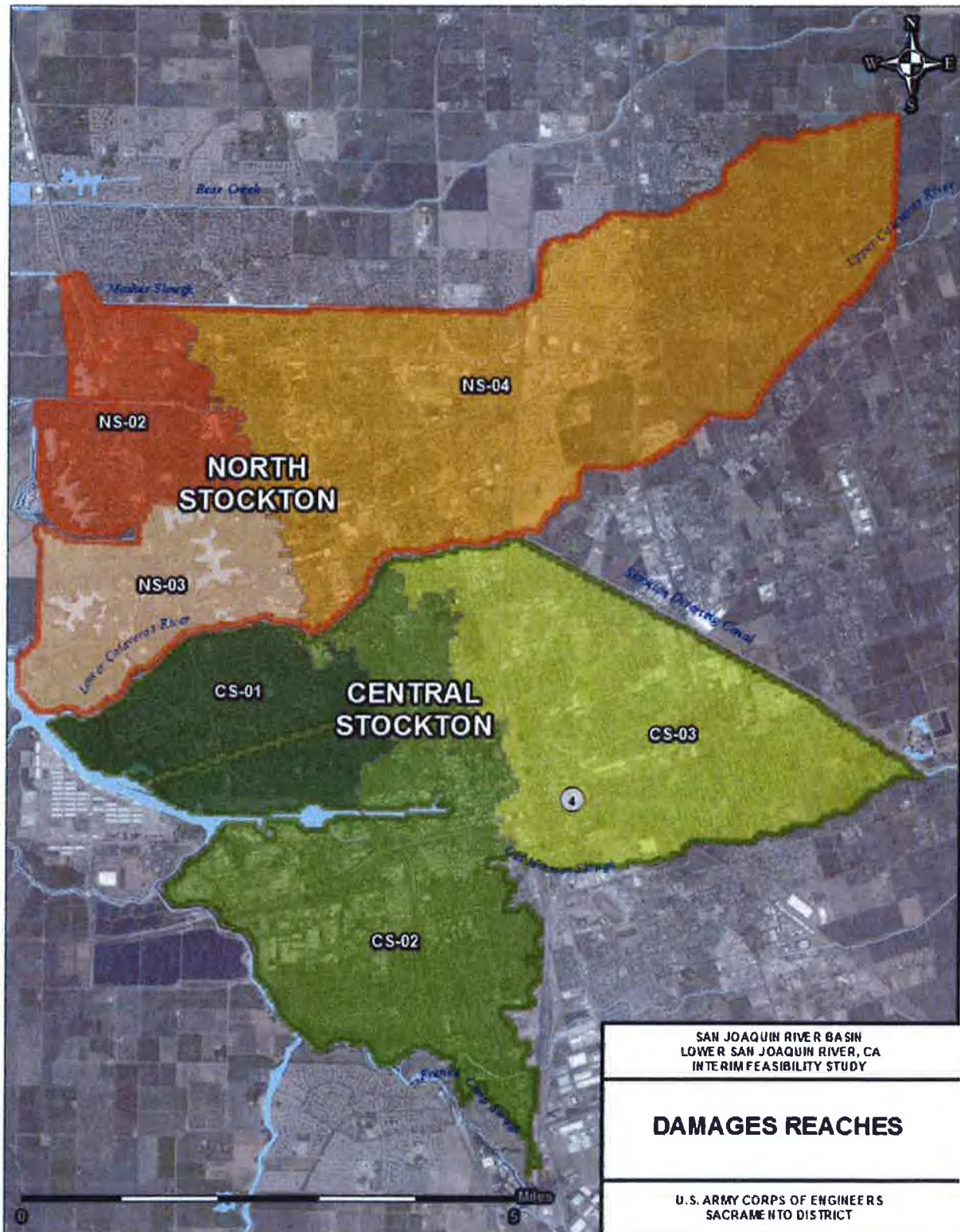




Exhibit L

Chris Neudeck

From: Jacob Bejarano
Sent: Sunday, November 4, 2018 10:25 PM
To: Chris Neudeck
Subject: LVW eLOMA Progress Update

LINCOLN VILLAGE WEST LOMA

TASK 1: PREPARE LEGAL DESCRIPTIONS

- Identify affected Parcels and Prepare Exhibits.
- Preparation of Legal Description following
 - Legal Descriptions were prepared for each subdivision map per FEMA correspondence.

TASK 2: PREPARE APPLICATION

- Upon accessing the eLOMA electronic application, a review of the online data requirements revealed that the electronic system will not accept (-) negative Base Flood Elevations (Lake Lincoln & North Lake BFE=-3.0). The system advised that a LOMA application or paper application be submitted in lieu of the eLOMA. The only difference being the length of time to receive a determination (60 days LOMA vs. 2 weeks eLOMA).
- FEMA advised that we submit separate applications for each subdivision map rather than one application serving all properties surrounding the lakes.
- An application template has been created for each subdivision

TASK 3: PACKAGE AND SUBMIT SUPPORTING DOCUMENTS

- Previous studies supporting the LOMR have been included in the application and referenced in the cover letter prepared for the application.
- Pending any further comments, the application and supporting materials will be reviewed, signed and submitted by the end of the week.



Jacob Bejarano
Civil Engineer

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

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Exhibit M

Chris Neudeck

From: Jacob Bejarano
Sent: Sunday, November 4, 2018 10:26 PM
To: Chris Neudeck
Subject: LVW Sed. Removal Progress Update

SEDIMENT REMOVAL PROJECT

TASK 1: PROJECT MANAGEMENT & DESIGN

TASK BUDGET STATUS: \$37,607 (55% of task budget)

PM:

- Continued communication with Kevin Huber and Grupe Development, re: discharge line alignment.
- There was some delay in communication due to Mr. Huber being out of town on personal obligations, and follow on communication with the land tenant.
- Communication with the land tenant was dragging, and therefor we asked to contact the tenant directly. KSN was able make positive communications through mutual contacts and scheduled a site visit to discuss pipe alignments vs. farming operations scheduled for this Tuesday (11/4)
- Once and alignment has been agreed upon, we will approach Mr. Huber with or findings and formally request access for biological review.

TASK 2: SURVEY & MAPPING

TASK BUDGET STATUS: \$10,386 (18% of task budget)

- No survey effort this period

TASK 3: ENVIRONMENTAL ASSESSMENTS & DOCUMENTATION

TASK BUDGET STATUS: \$69,739 (83% of task budget)

- Pending Discharge Alignment Approval.
- CEQA File document is in preparation. Items requested supporting the File documents are as follows:
 - AWR to provide maintenance dredging justification. **(Received)**
 - KSN to gain access to Wright Elmwood for Biological review of the discharge line, Anticipated to be forthcoming
 - (Anticipated Mid-November) Diane to perform Bio. Review and update Bio Assessment as soon as authorization is granted.
 - (December Board meeting adoption of NOE) Charlie to complete Document File and prepare Notice of Exemption

TASK 4: DREDGING OPERATIONS SUPPORT & PERMITTING

TASK BUDGET STATUS: \$100,231 (59% of task budget)

Permitting:

- No Activity

TASK 5: CONSTRUCTION MANAGEMENT & DREDGING

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

- No Activity