

MEETING AGENDA FOR
RECLAMATION DISTRICT NO. 1608
BOARD OF TRUSTEES REGULAR MEETING
8:00 A.M. NOVEMBER 7, 2018
NEUMILLER & BEARDSLEE
509 WEST WEBER AVENUE, FIFTH FLOOR
STOCKTON, CALIFORNIA

Call to Order.

Roll Call.

Agenda Items.

1. Public Comment. Under Government Code Section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda as it is taken up.
2. Approval of Minutes. Minutes of the regular meeting of October 3, 2018.
3. Financial Report. Review, discuss, and accept financial report.
4. Engineer's Report. Request for directions and approvals.
 - (a) Consider new permits requests from homeowners.
 1. 4149 Fort Donaldson Drive. Index No 127, Lot 22200 APN 098-420-16
Owners Mr. Morgan and Mrs. Susan Mayfield – Seeks removal of vegetation and installation of gravel.
 2. 6669 & 6713 Embarcadero Dr, APN 098-400-16 & 098-130-22
Owner Embarcadero West Condominiums – Review status of application for existing stairs with railing and other encroachment features located on the landside slope of the District's Levee.
installation of stairwell Railing.
 3. 6201 Embarcadero Drive, Index No. 17, Lot 1159, APN 098-370-01
Owners Antonio & Lillian Arrendondo – Requests permit to construct a 11' X 9' rolling storage shed at the toe of the levee in the rear of their home.
 - (b) Award Security Fence Contract to Sandoval Fence for Fence along Caltrans Right of Way at Fourteen Mile Slough and Highway 5.
 - (c) Discussion and Direction regarding Sediment Removal Project.
 - (d) Emergency Plan Review.
 - (e) Approval of Agreement with San Joaquin County regarding Flood Fight Material Container.
5. Levee Superintendent Report. Request for directions and approvals.
6. Subventions Agreement. Adopt Resolution 2018-10 Approving and Authorizing Execution of Delta Levee Maintenance Subventions Program Work Agreement Fiscal Year 2018-2019.
7. Five-Year Funding Agreement. Adopt Resolution 2018-11 Approving and Authorizing Execution of Project Funding Agreement for Preparation of Five-Year Plan for Lincoln Village West, LV-18-1.0-SP
8. Newsletter. Discussion and direction.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Jean Knight at 209/948-8200 during regular business hours, at least forty-eight hours prior to the time of the meeting.

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 509 W. Weber Avenue, 5th Floor, Stockton, California during normal business hours.

9. Report by Trustees on meetings attended and up coming meetings. Request for direction.
10. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.
11. Discussion and direction on Short-Term and Long-Range Goals.
12. District Calendar. Discussion and direction.
13. Correspondence.
14. Approval of Bills.
15. Staff Reports.

(a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 509 West Weber Avenue, Stockton, California, at least seventy-two (72) hours preceding the meeting.

16. Adjournment.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Jean Knight at 209/948-8200 during regular business hours, at least forty-eight hours prior to the time of the meeting.

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**AGENDA PACKET
RECLAMATION DISTRICT 1608
November 7, 2018**

<u>ITEM</u>	<u>COMMENTARY</u>
1.	Self-explanatory.
2.	Please see attached.
3.	Self-explanatory.
4.	Self-explanatory.
5.	Self-explanatory.
6.	Please see attached.
7.	Please see attached.
8.	Please see attached.
9.	Self-explanatory.
10.	Self-explanatory.
11.	Please see attached.
12.	Please see attached.
13.	Please see attached.
14.	Self-explanatory.
15.	Self-explanatory.
16.	Self-explanatory.

ITEM 2

**MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES
FOR RECLAMATION DISTRICT 1608
HELD WEDNESDAY, OCTOBER 3, 2018**

A Regular Meeting of the Board of Trustees of Reclamation District 1608 was called to order at 8:00 a.m. by President Panzer on October 3, 2018 at the law offices of Neumiller & Beardslee, 509 W Weber Avenue, 5th Floor, Stockton, California.

TRUSTEES PRESENT WERE:

MICHAEL PANZER
BRETT THOLBORN
DAN MacDONNELL

OTHERS PRESENT WERE:

ANDY PINASCO
CHRISTOPHER H. NEUDECK
JEAN L. KNIGHT
JOE BRYSON
JUDITH BUETHE
DOMINICK GUILLI
BOB BENTZ (Arrived at 8:18 a.m.)

ABSENT WAS:

DANIEL SCHROEDER

1. **Public Comment.** Under Government Code Section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda as it is taken up. Brett Tholborn had a flyer he had received from what looked like the Central Valley Flood Protection Board. Chris Neudeck said it was actually part of what is called the Flood Risk Notification Program through the California Department of Water Resources and is part of the public outreach program they have. He said a lot of people move into the area and aren't aware there is flood protection holding back water and need to know there is always potential risk.
2. **Approval of Minutes.** Minutes of the regular meeting of September 5, 2018 and special meeting of September 5, 2018. The trustees reviewed the minutes and the following action was taken.

Upon motion duly made, seconded (B. Tholborn/D. MacDonnell) and unanimously carried, the Trustees approved the minutes of the regular meeting of September 5, 2018.

Upon motion duly made, seconded (B. Tholborn/D. MacDonnell) and unanimously carried, the Trustees approved the minutes of the Special Meeting of September 5, 2018.

At the time of the review of the minutes, Dominick Guilli gave the “confidential” proposal he gave to Trustee MacDonnell at the last meeting to the remaining Trustees. It was his 10/3/2018 Written Public Comments for Public Meeting RD1608 with respect to the Lower San Joaquin River Feasibility Study Final Environmental Impact Report. He read what he says are the only comments submitted to the agency and they were done only by himself.

3. **Financial Report. Review, discuss, and accept financial report.** Jean Knight presented the financial report. She noted that there were three employees working this last pay period for the District. Joe Bryson noted that one of them had done the counting of the inventory for the District. And, one of them did some pretty hard labor. After review of the financial report,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Trustees of Reclamation District 1608 that the Financial Report be approved as presented.

4. **Engineer’s Report. Request for directions and approvals.**

(a) Consider new permits requests from homeowners.

1. 4149 Fort Donaldson Drive, Index No 127, Lot 22200 APN 098-420-16
Owners Mr. Morgan and Mrs. Susan Mayfield – Seeks removal of vegetation and installation of gravel.

Chris Neudeck reported that the owners are attempting to get in compliance with the vegetation on the slope. It is in progress and is a monumental job in getting the work done. They want some gravel but they still want some vegetation. The owners and engineers are working together and they are hopeful that the owners will be in compliance by next month.

2. 6669 & 6713 Embarcadero Dr, APN 098-400-16 & 098-130-22
Owner Embarcadero West Condominiums – Review status of application for existing stairs with railing and other encroachment features located on the landside slope of the District’s Levee.

Chris Neudeck reported that this is effectively a public walkway – but there are multiple ones. He thought he’d have the application by this meeting but he has not received it yet.

3. 3731 Hatchers Circle, APN 098-020-53, Index No 84, Lot 1975
Owner Ms. Kay Niegel – Replace railroad ties stairs. Chris Neudeck reported that the owners of this property are simply seeking a permit to replace rotted out railroad ties used as steps in the levee slope. He said

KSN recommends that the Board approve this application with no special conditions. After review,

It was moved, seconded (D. MacDonnell/B. Tholborn) and unanimously carried by the Trustees of Reclamation District 1608 that the permit application to replace rotted out railroad ties Kay and Betty Niegel, Index No. 84, Lot No. 1075 be approved with no special conditions.

Mr. Neudeck also reported on homeowners Charles & Farley Staniec – first home east of Marina. The Staniecs and the engineers still haven't met yet.

- (b) Discussion and Direction regarding Sediment Removal Project. Chris Neudeck gave an update of the sediment removal project by referencing Exhibit F in the engineer's report. It summarizes the work activities associated with the project as of October 1 2018.

Mr. Neudeck has been speaking with Kevin Huber of Grupe and there was a two week delay due to a personal issue in Mr. Huber's life. Mr. Neudeck is also hoping to meet with the Field Man and get to focus on one alignment they would like to use. Once they get the assessment done, he is hoping to get a meeting together with RD2119 and hopefully 2 of the 3 board members will support RD1608, as it appears that Director Muzio will not support it. Mr. Neudeck is a bit frustrated and it has been 45-60 days on hold for this issue. The engineers cannot submit the full project application until everything is done and the hope is now for the Spring of 2019.

- (c) Emergency Plan Review. The plan review is usually done in the fall but it hasn't been done yet. This will be presented at the next District meeting. It has been a long time in promising that the District will get another container with flood fighting materials from the Office of Emergency Services (OES) and then the OES director retired and the replacement, Shelly Limb reported that they are willing to pay for supplies but will not get them for the District. The containers were going to have OES painted on them. This will be discussed next month as part of the Emergency Plan Review agenda item.

From Engineer's Report:

B. Review new hard copy Aerial District Base Map with APN, owner's names and addresses for inspection purposes. (Exhibit D). The engineering report contained Exhibit D, an 11" x 17" Aerial District Base Maps with Assessor Parcel Numbers, owners names and addresses. This has been done for inspection purposes. In reviewing these maps, Mr. Guilli said it was a nice system presented and also asked about page 5 of 14, where it shows a notation 100004032 RECLAMATION 3623 and then in another area 09807003 ALAZZAWA 3751. Mr. Neudeck thanked Mr. Guilli and said that may be a mistake but he'd check with his staff.

Mr. Neudeck also reported that he is going to go through the report again and follow up but thinks the District is on track to make this help throughout the years.

5. Levee Superintendent Report. Request for directions and approvals.

Joe Bryson gave the superintendent's report. He reported that resident Mayfield is now working with the District. He also reported while having dinner he got a call from the Marina and they reported a sailboat had hit a power line and the report is that the sailboat mast hit it. He also reported more fully on Item 13 about finding more trash at Plymouth gate and thinks it was dead animals. On Item 15, Chris Neudeck said the crack was not large and was minor and it is the nature that levees move and the solution will be to seal the cracks.

6. Newsletter. Discussion and direction. – Judith Buethe was at the meeting to work on articles for the next District newsletter. Some of the suggestions were information regarding the Nutria. Chris Neudeck said there was a nice flyer that may be worth getting out to the homeowners where it identifies what they look like and what their swimming patterns are. He noted we have them in the region but he is not sure if they are in Reclamation District 1608. He said they have been found predominately in the south delta region. He noted the Fresno region is running emergency response and they are not as in touch with the Delta Region. They are very prolific and within 5 years there could be 200,000 of them.

Another discussion point could be the levee improvements that have been occurring and some minor projects. Improving the riprap on individual lots is one of them. Some homeowners are hearing about the District's option if a homeowner wants to remove vegetation and put in a gravel replacement. Andy Pinasco and Chris Neudeck will help Judith Buethe with some language. Another idea is encroachment enforcement starting out the fall of this year and to thank people for their cooperation. Regarding the sediment removal project, it is anticipated that this would be postponed to a fall project due to complications.

7. Report by Trustees on meetings attended and up coming meetings. Request for direction. No report.

8. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings. No report.

9. Discussion and direction on Short-Term and Long-Range Goals. No changes.

10. District Calendar. Discussion and direction. Andy Pinasco reported that there was nothing to discuss as this was not an election year. He did report he had made contract with Dickinson Spray Company by sending him correspondence with respect to the refund Phil Dickinson had given to the District as well as stopping any further work.

11. Correspondence. None.

12. Approval of Bills. Payment of bills. The Bills to be Paid List, as presented, was reviewed and,

Upon motion duly made, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Trustees of Reclamation District 1608 that the Bills to be Paid List be approved.

13. Staff Reports.

(a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 509 West Weber Avenue, Stockton, California, at least seventy-two (72) hours preceding the meeting.

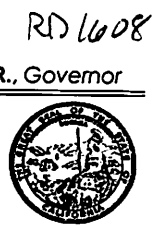
14. Adjournment. The meeting adjourned at 9:25 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jean L. Knight". The signature is written in a cursive style with a large initial "J".

Jean L Knight
District Secretary

ITEM 6

**DEPARTMENT OF WATER RESOURCES**

DIVISION OF FLOOD MANAGEMENT
P.O. BOX 219000
SACRAMENTO, CA 95821-9000

SEP 27 2018

To: Participating Delta Levee Maintaining Agencies Distribution List (Attached)

Subject: Delta Levee Maintenance Subventions Program Work Agreements for
Fiscal Year 2018-2019

This letter confirms that on May 18, 2018, the Central Valley Flood Protection Board (Board) approved your district's application for the work proposed under the Delta Levees Maintenance Subventions Program (Subventions Program) for Fiscal Year 2018-2019. The attached Table 2 shows the maximum reimbursement amounts for all applicants totaling \$12.0 million from Proposition 1.

Enclosed are four copies of the Work Agreement for your review and signature. Please provide a certified copy of a resolution signed by your district's board authorizing the Local Agency to enter into an agreement with the Board, and designating a representative to execute and sign the Work Agreement. Please sign and return the four copies of the Work Agreement, along with a certified copy of a resolution by June 30, 2019, to the following address:

Ms. Andrea L. Lobato, P.E., Manager
Delta Levees Program
Department of Water Resources
Post Office Box 219000
Sacramento, CA 95821-9000

The Department of Water Resources (DWR) will strive to process and execute the Work Agreements in a timely manner. However, the availability of the State's cash flow through bond sales may delay the final execution. Upon execution of the Work Agreement by the Board, we will provide a fully executed copy to you.

Effective July 1, 2018, recent changes to California Water Code Section 12986 may affect your reimbursement.

California Water Code Section 12986 states: No costs incurred shall be reimbursed if the entire cost incurred per mile of project or nonproject levee is either:

- A. Two thousand five hundred dollars (\$2,500) or less for a project or nonproject levee in an urban area.
- B. One thousand dollars (\$1,000) or less for a project or nonproject levee in a rural area.

According to California Water Code Section 12986, Urban area is defined as an area in which 10 percent or more of the land area within the project area is used for residential use. Reclamation Districts that are considered urban under this definition will receive a separate letter notifying them that they will be responsible for the first \$2,500 per levee mile.

All Work Agreements will be subject to the provisions contained in the Delta Levee Maintenance Subventions Program 2016 Guidelines (Guidelines), adopted by the Central Valley Flood Protection Board on August 26, 2016. The Guidelines set forth the requirements for State financial assistance to local agencies and guide the administration of the Subventions Program. The Guidelines are available at the following DWR website:

<https://water.ca.gov/Work-With-Us/Grants-And-Loans/Delta-Levees-Maintenance-Subventions>

No payments can be made under the Subventions Program until the Fiscal Year 2018-2019 Work Agreement is fully executed. A joint inspection by DWR, the California Department of Fish and Wildlife (CDFW), and the Local Agency must also be completed prior to any payment. The objectives of this joint inspection are as follows:

1. To determine that Local Agency expenditures have resulted in a no net long-term loss of fish and wildlife habitat associated with levee improvement work;
2. The work has been consistent with a net long-term habitat improvement program; and
3. The work has a net benefit for aquatic species in the Delta.

Early consultations with CDFW on proposed projects with potential impacts on habitat will expedite the payment approval process. You may contact DWR and/or CDFW staff for any concerns related to environmental compliance issues at the following:

Ms. Jennifer Hogan, Chief
Delta Ecosystem Enhancement
Department of Water Resources
Telephone: (916) 651-7005

Mr. Jim Starr, Environment Program Manager
Delta Levees Habitat Improvement Program
California Department of Fish and Wildlife
Telephone: (209) 234-3441

Each levee maintaining agency must comply with California Labor Code requirements and may be required to have a Labor Compliance Program in place in order to participate in the Subventions Program and receive funding assistance from the State. For additional information, you may refer to the Department of Industrial Relations website (<http://www.dir.ca.gov/lcp.asp>).

Each Local Agency must comply with the requirements of the Delta Stewardship Council (DSC) regarding Covered Actions. If the Local Agency determines any activities are a Covered Action under California Water Code Section 85057.5, the activities are required to be consistent with the regulatory policies of the Delta Plan. The Local Agency must certify consistency with the Delta Plan by submitting a Certification of Consistency to the DSC prior to performing covered activities. Information regarding Covered Actions and Certification of Consistency may be found on the DSC's website at the following locations:

1. Covered Actions: <http://deltacouncil.ca.gov/covered-actions>
2. Certification of Consistency:
http://coveredactions.deltacouncil.ca.gov/certification_process.aspx

When a Local Agency requests a change of address, the request must be submitted in writing to the Delta Levees Program. The change of address request must be on Agency letterhead and signed by an authorized representative of the Local Agency.

As a reminder, final claims for the FY 2017-18 Subventions Program are due on November 1, 2018. Please read the 2016 Guidelines carefully for comprehensive information regarding the Subventions Program.

Please direct any questions regarding the Subventions Program, including general information, program deadlines, and required documentation, to myself or Sandra Maxwell of my staff at (916) 480-5378.

Sincerely,



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

Enclosures

cc: Mr. Jim Starr, California Department of Fish and Wildlife
Ms. Jennifer Hogan, Department of Water Resources
District Engineers

**Table 2
2018-19 DELTA LEVEE MAINTENANCE SUBVENTIONS PROGRAM
FUNDING ALLOCATION PLAN**

RD NO	Name	Application Amount	Levee Length	Deductible \$1,000 Per Mile	Eligible Costs	Maximum Reimbursement 75 % of (4)	Estimated Available Reimbursement	Advance 75 % of (6)
		\$ (1)	Miles (2)	\$ (3)	\$ (4)	\$ (5)	\$ (6)	\$ (7)
2126	Atlas Tract	134,000	2.3	(2,300)	131,700	98,775	34,847	26,136
2028	Bacon Island	500,000	14.4	(14,400)	485,600	364,200	206,858	155,144
BIMID	Bethel Island MID	415,000	11.5	(11,500)	403,500	302,625	174,926	131,194
2042	Bishop Tract	697,500	7.8	(7,800)	689,700	517,275	113,913	85,435
404	Boggs Tract	105,500	0.7	(700)	104,800	78,600	12,323	9,243
756	Bouldin Island	845,000	18.0	(18,000)	827,000	620,250	258,158	193,618
2033	Brack Tract	818,000	10.8	(10,800)	807,200	605,400	154,176	115,632
2059	Bradford Island	865,500	7.4	(7,400)	858,100	643,575	124,788	93,591
BALMD	Brannan-Andrus LMD	1,386,000	29.4	(29,400)	1,356,600	1,017,450	474,203	355,652
800	Byron Tract	3,358,500	9.7	(9,700)	3,348,800	2,511,600	140,988	105,741
2098	Cache-Haas Slough	561,000	11.0	(11,000)	550,000	412,500	158,131	118,598
CLD	Collinsville Levee District	121,980	3.7	(3,700)	118,280	88,710	52,725	39,544
2117	Coney Island	341,000	5.4	(5,400)	335,600	251,700	80,403	60,302
2111	Deadhorse Island	367,000	2.6	(2,600)	364,400	273,300	38,431	28,823
2137	Dutch Slough	500,000	3.8	(3,800)	496,200	372,150	56,636	42,477
536	Egbert Tract	212,000	10.6	(10,600)	201,400	151,050	116,826	87,620
2029	Empire Tract	361,000	10.5	(10,500)	350,500	262,875	149,901	112,426
773	Fabian Tract	445,000	18.8	(18,800)	426,200	319,650	270,663	202,997
2113	Fay Island	314,500	1.6	(1,600)	312,900	234,675	31,088	23,317
3	Grand Island	1,320,000	28.8	(28,800)	1,291,200	968,400	413,163	309,872
1002	Glanville Tract	192,000	7.4	(7,400)	184,600	138,450	108,213	81,160
2060	Hasting Tract	620,000	16.0	(16,000)	604,000	453,000	233,525	175,144
2025	Holland Tract	645,000	11.0	(11,000)	634,000	475,500	158,408	118,806
799	Hotchkiss Tract	460,000	8.9	(8,900)	451,100	338,325	126,825	95,120
830	Jersey Island	1,828,000	15.5	(15,500)	1,812,500	1,359,375	249,054	186,790
2038	Jones Island, Lower	349,000	9.0	(9,000)	340,000	255,000	146,207	109,655
2039	Jones Island, Upper	888,000	9.3	(9,300)	878,700	659,025	154,626	115,970
2044	King Island	377,000	9.1	(9,100)	367,900	275,925	134,095	100,571
1608	Lincoln Village West	808,000	3.6	(3,600)	804,400	603,300	54,753	41,065
307	Lisbon	275,250	6.6	(6,600)	268,650	201,488	107,863	80,897
2027	Mandeville Island	3,125,000	14.3	(14,300)	3,110,700	2,333,025	261,790	196,342
2110	McCormack-Wm. Tract	606,000	8.8	(8,800)	597,200	447,900	130,925	98,194
2030	McDonald Island	4,045,000	13.7	(13,700)	4,031,300	3,023,475	409,329	306,997
2041	Medford Island	537,000	5.9	(5,900)	531,100	398,325	84,351	63,264
150	Merritt Island	450,000	18.1	(18,100)	431,900	323,925	258,478	193,858
999	Netherlands	645,000	32.4	(32,400)	612,600	459,450	406,476	304,857
348	New Hope Tract	535,000	17.4	(17,400)	517,600	388,200	250,713	188,035
2024	Orwood/Palm Tract	1,374,000	13.9	(13,900)	1,360,100	1,020,075	229,845	172,384
551	Pearson District	615,000	14.1	(14,100)	600,900	450,675	201,201	150,901
2058	Pescadero District	130,000	2.5	(2,500)	127,500	95,625	37,006	27,754
1007	Pico Naglee	70,000	8.3	(8,300)	61,700	46,275	37,168	27,877
1667	Prospect Island	220,000	6.8	(6,800)	213,200	159,900	96,900	72,676
2090	Quimby Island	170,000	7.0	(7,000)	163,000	122,250	99,750	74,813
2037	Rindge Tract	446,500	15.8	(15,800)	430,700	323,025	225,564	169,173
684	Roberts Island, Lower	651,000	16.0	(16,000)	635,000	476,250	257,836	193,377
524	Roberts Island, Middle	250,000	9.7	(9,700)	240,300	180,225	145,132	108,849
544	Roberts Island, Upper	715,000	15.0	(15,000)	700,000	525,000	230,326	172,744
403	Rough & Ready Island	217,500	6.8	(6,800)	210,700	158,025	100,353	75,265
501	Ryer Island	431,000	20.6	(20,600)	410,400	307,800	205,760	154,320
2074	Sargent-Barnhart	6,701,555	3.5	(3,500)	6,698,055	5,023,541	146,567	109,925
341	Sherman Island	760,000	19.5	(19,500)	740,500	555,375	280,638	210,478
2115	Shima tract	243,500	6.6	(6,600)	236,900	177,675	98,608	73,956
1614	Smith Tract	272,500	2.8	(2,800)	269,700	202,275	44,735	33,552
2089	Stark Tract	327,000	3.5	(3,500)	323,500	242,625	51,256	38,442
38	Staten Island	600,000	24.6	(24,600)	575,400	431,550	351,931	263,948
349	Sutter Island	262,000	12.5	(12,500)	249,500	187,125	166,006	124,504
548	Terminus Tract	460,000	16.1	(16,100)	443,900	332,925	243,514	182,636
1601	Twitchell Island	1,613,500	11.9	(11,900)	1,601,600	1,201,200	179,935	134,951
563	Tyler Island	1,830,000	22.9	(22,900)	1,807,100	1,355,325	409,204	306,903
1	Union Island, East	820,000	14.0	(14,000)	806,000	604,500	254,753	191,065
2	Union Island, West	580,000	16.2	(16,200)	563,800	422,850	240,519	180,389
556	Upper Andrus Island	177,000	11.2	(11,200)	165,800	124,350	121,981	91,486
1607	Van Sicke Island	578,000	3.7	(3,700)	574,300	430,725	59,632	44,724
2065	Veale Tract	380,000	5.1	(5,100)	374,900	281,175	72,951	54,713
2023	Venice Island	809,000	12.3	(12,300)	796,700	597,525	189,088	141,816
2040	Victoria Island	576,000	15.1	(15,100)	560,900	420,675	217,938	163,454
554	Walnut Grove	70,000	3.4	(3,400)	66,600	49,950	38,700	29,025
2026	Webb tract	400,000	12.9	(12,900)	387,100	290,325	185,483	139,112
828	Weber Tract	129,500	1.7	(1,700)	127,800	95,850	27,955	20,966
2072	Woodward Island	708,000	8.8	(8,800)	699,200	524,400	146,120	109,590
2119	Wright-Elmwood Tract	368,500	7.1	(7,100)	361,400	271,050	142,615	106,961
2068	Yolano	513,000	8.7	(8,700)	504,300	378,225	124,251	93,188
	Total 72 Districts	54,522,785	796.4	(796,400)	53,726,385	40,294,789	12,000,000	9,000,000

Distribution List

<p>Mr. Page Baldwin, Jr. Reclamation District No. 536 Post Office Box 785 Rio Vista, California 94571</p>	<p>Mr. Cliff Feldheim Reclamation District No. 1667 Post Office Box 2382 Stockton, California 95201</p>	<p>Ms. Lauren J. Keen Reclamation District No. 348 1048 West Robinhood Drive, Unit 7364 Stockton, California 95267</p>
<p>Mr. Anthony Berzinas Bethel Island Municipal Improvement District Post Office Box 244, 3085 Stone Road Bethel Island, California 94511</p>	<p>Mr. David A. Forkel Reclamation District No. 2026 c/o Al Warren Hoslett Law Office 343 East Main Street Suite 815 Stockton, California 95202</p>	<p>Ms. Jean Knight Reclamation District No. 2126 Post Office Box 4776 Stockton, California 95204</p>
<p>Ms. Stacy Boyd Reclamation District No. 501 3554 State Highway 84 Walnut Grove, California 95690</p>	<p>Mr. Jonathan Frame Reclamation District No. 999 38563 Netherlands Road Clarksburg, California 95612</p>	<p>Ms. Jean Knight Reclamation District No. 1608 Post Office Box 4857 Stockton, California 95204</p>
<p>Ms. Linda Carter Reclamation District No. 1601 2360 West Twitchell Island Road Rio Vista, California 94571</p>	<p>Mr. Thomas M. Hardesty Reclamation District Nos. 2068 and 2098 7178 Yolano Road Dixon, California 95620</p>	<p>Mr. Henry N. Kuechler, IV Reclamation District No. 2060 1143 Crane Street, Suite 200 Menlo Park, California 94025</p>
<p>Mr. Jeff Conway Reclamation District No. 800 Post Office Box 262 Byron, California 94514</p>	<p>Mr. George V. Hartmann Reclamation District Nos. 2030 and 2074 3425 Brookside Road, Suite A Stockton, California 95219</p>	<p>Ms. Allison Cherry Lafferty Reclamation District No. 524 7540 Shoreline Drive Stockton, California 95219</p>
<p>Mr. Alan Coon Reclamation District Nos. 2029 and 2044 421 South El Dorado Street, Suite E Stockton, California 95203</p>	<p>Ms. Ginger L. Hirohata Reclamation District No. 2033 165 West Cleveland Street Stockton, California 95204</p>	<p>Mr. Chris Lanzafame Reclamation District No. 1607 Post Office Box 350 Pittsburg, California 94565</p>
<p>Ms. Edda Davis-Jenkerson Reclamation District No. 2110 Post Office Box 408 Walnut Grove, California 95690</p>	<p>Ms. Dina Holder Reclamation District No. 799 Post Office Box 353 Bethel Island, California 94511</p>	<p>Mr. Denis Lewallen Reclamation District No. 563 Post Office Box 470 Walnut Grove, California 95690</p>
<p>Ms. Diane Dias Reclamation District No. 403 Post Office Box 20 Stockton, California 95201</p>	<p>Mr. Al Warren Hoslett Reclamation District Nos. 1, 2, 544, 756, 2025, 2028, 2042, 2089, and 2137 343 East Main Street, Suite 815 Stockton, California 95202</p>	<p>Ms. Judi Booe Collinsville Levee District c/o 2550 Hilborn Road #215 Fairfield, California 94534</p>
<p>Mr. Peter G. Dwyer, Jr. Reclamation District No. 307 Post Office Box 518 Clarksburg, California 95612</p>	<p>Mr. Bruce Pisoni Reclamation District No. 3 Post Office Box 1011 Walnut Grove, California 95690</p>	<p>Ms. Diane Lopez Reclamation District No. 2058 3650 West Canal Boulevard Tracy, California 95304</p>
<p>Mr. John B. Meek Reclamation District No. 2023 1440 Arundel Court Lodi, California 95242</p>	<p>Mr. Bruce Pisoni Reclamation District No. 554 Post Office Box 984 Walnut Grove, California 95690</p>	<p>Mr. Carel (Trooper) Van Loben Sels Reclamation District No. 551 Post Office Box 523 Courtland, California 95615</p>
<p>Mr. Robert Mehlhaff Reclamation District No. 1007 Post Office Box 1129 Tracy, California 95378</p>	<p>Ms. Sherri Schmitt Reclamation District No. 150 37783 County Road 144 Clarksburg, California 95612</p>	<p>Mr. Craig Watanabe Reclamation District No. 2027 Post Office Box 248 Holt, California 95234</p>
<p>Mr. Juan Mercado, Jr. Reclamation District No. 341 Post Office Box 140 Isleton, California 95641</p>	<p>Mr. Dan Schroeder Reclamation District Nos. 773, 828, and 2115 Post Office Box 20 Stockton, California 95201</p>	<p>Ms. Lori Steward Reclamation District No. 556 Post Office Box 984 Walnut Grove, California 95690</p>
<p>Mr. Jake Messerli Reclamation District No. 2090 1346 Blue Oaks Boulevard Roseville, California 95678</p>	<p>Mr. Dante John Nomellini Reclamation District Nos. 684, 2024, 2038, 2039, 2040, 2072, 2117, and 2119 Post Office Box 1461 Stockton, California 95201</p>	<p>Mr. Dawit Zeleke Reclamation District No. 38 Post Office Box 408 Walnut Grove, California 95690</p>
<p>Mr. Dante John Nomellini, Jr. Reclamation District Nos. 404, 548, 2037, 2041, 2065, and 2113 Post Office Box 1461 Stockton, California 95201</p>	<p>Ms. Rhonda Olmo Reclamation District No. 1614 Post Office Box 4807 Stockton, California 95204</p>	<p>Mr. Frederick C. Wheeler Reclamation District No. 349 Post Office Box 368 Courtland, California 95615</p>

Distribution List

Mr. Dennis Nunn Reclamation District No. 830 Post Office Box 1105 Oakley, California 94561	Mr. Bruce Pisoni Brannan Andrus Levee Maintenance District Post Office Box 338 Walnut Grove, California 95690	Mr. Daniel Wilson Reclamation District No. 2111 Post Office Box 248 Walnut Grove, California 95690
Ms. Julie Hansen Reclamation District No. 1002 Post Office Box 527 Walnut Grove, California 95690	Ms. Angelia Tant Reclamation District No. 2059 Post Office Box 1059 Oakley, California 94561	

**RECLAMATION DISTRICT NO. 1608
RESOLUTION 2018-10**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
DELTA LEVEE MAINTENANCE SUBVENTIONS PROGRAM WORK AGREEMENT
FISCAL YEAR 2018-2019**

WHEREAS, the Board of Trustees ("Board") of Reclamation District 1608 ("District") has reviewed, and desires to enter into, that certain Delta Levee Maintenance Subventions Program Work Agreement Fiscal Year 2018-2019 ("Agreement"), between the District and the Reclamation Board of the State of California ("Reclamation Board");

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 1608 at a meeting thereof held on this 7th day of November, 2018, by the following vote,
TO WIT:

AYES: _____

NOES: _____

ABSTENTION: _____

ABSENT: _____

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

By: _____
MICHAEL PANZER, President

ATTEST:

.

JEAN KNIGHT, Secretary

CERTIFICATION

I, JEAN KNIGHT, Secretary of Reclamation District No. 1608, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District No. 1608 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 7th day of November, 2018.

Dated: _____, 201_.

JEAN KNIGHT, Secretary
Reclamation District No. 1608

**Delta Levee Maintenance Subventions Program
WORK AGREEMENT
Fiscal Year 2018-2019**

This Agreement is entered into as of the _____ day of _____, by and between **The Central Valley Flood Protection Board** of the State of California, hereinafter referred to as the "Board" and **Reclamation District No. 1608**, a political subdivision of the State of California, hereinafter referred to as "Local Agency."

WHEREAS, Part 9, commencing with Section 12980 of Division 6 of the California Water Code establishes a program for State financial assistance to local agencies responsible for maintenance of nonproject and certain project levees in the Sacramento-San Joaquin Delta; and

WHEREAS, The Central Valley Flood Protection Board approved the Delta Levee Maintenance Subventions Program 2016 Guidelines, dated August 26, 2016; and

WHEREAS, Part 9 requires local agencies to enter into an agreement with the Board to perform maintenance and improvement work as approved by the Board in accordance with administrative provisions and criteria adopted by the Board; and

WHEREAS, the Local Agency has submitted and the Board has approved levee maintenance and improvement plans in accordance with those provisions and criteria; and

WHEREAS, on November 24, 1997, as required by California Water Code Sections 12307 and 78543, the Board, the Department of Water Resources, hereinafter referred to as "DWR" or "Department," the Department of Fish and Game, now known as the California Department of Fish and Wildlife (CDFW), and The Resources Agency executed Amendment No. 1 to the Memorandum of Understanding, requiring projects or plans to be consistent with a net long-term habitat improvement program in the delta; and

WHEREAS, in November, 1999, CDFW issued the "Fish and Wildlife Enhancement Guidance Document" to ensure net long-term habitat improvement; and

WHEREAS California Water Code Section 12987 provides that CDFW ensures 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, the Local Agency, DWR, and CDFW agree that the Local Agency has completed or is in the process of completing all of the requirements of California Water Code Sections 12987 and 79050 in its previous agreements with the Board.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. This Agreement covers the performance, inspection, reimbursement, and cost sharing of maintenance and improvement work performed on nonproject and eligible project levees by the Local Agency from July 1, 2018 to June 30, 2019.
2. The Local Agency shall accomplish the annual routine maintenance and rehabilitation work specified in the application prior to June 30, 2019. Local Agency shall be responsible for providing a registered engineer for appropriate direction and supervision of work described in the Local Agency's application to ensure that the work complies with accepted engineering and construction practices. Increased oversight by the Local Agency's engineer is expected with regard to any levee rehabilitation work.
3. No employee, officer, employer, or agent of the Local Agency shall participate in the selection, award, or administration of a contract for which reimbursement will be sought 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, 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.
4. The Local Agency shall be responsible for environmental compliance that may be necessary for the maintenance and improvement work covered by this Agreement including, but not limited to, compliance with the California Environmental Quality Act, the California Endangered Species Act, and obtaining a Streambed Alteration Agreement (Fish and Game Code Section 1600 et seq.) The Local Agency agrees to comply with all applicable State, federal, and local laws including, but not limited to, any environmental protection and habitat improvement required pursuant to California Water Code Section 12987. Prior to any payments to the Local Agency, pursuant to this Agreement, the Local Agency shall submit to DWR and CDFW, an acceptable habitat improvement program component which includes any mitigation and enhancement required by CDFW, which is consistent with a net long-term habitat improvement program. If a net long-term habitat improvement component is not agreed upon by the parties hereto and CDFW, then all payments made pursuant to this Agreement shall be subject to reimbursement by the Local Agency.
5. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by DWR and DWR has completed its CEQA compliance review. Work that is subject to a CEQA document shall not proceed until and unless concurred with by DWR. 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, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

6. When reference is made herein to criteria or administrative procedures adopted by the Board, it is intended to include all addenda and supplements to said criteria or procedures.
7. Upon completion of the work agreed to be funded, the Local Agency shall submit a final claims completion report and notify DWR and CDFW for a joint inspection of the work. The Local Agency shall cooperate in the conduct of all inspections, including inspections by DWR, pursuant to California Water Code Section 12989, to monitor and ascertain compliance with and progress toward meeting the standards in the State's Flood Hazard Mitigation Plan for the Sacramento-San Joaquin Delta (DWR Office of Emergency Services, dated September 15, 1983), as updated or amended. To be eligible for reimbursement, the work shall be completed in the fiscal year for which application was made and approved.
8. In accordance with California Water Code § 9140, if Local Agency is responsible for the operation and maintenance of a project levee, or if Local Agency operates and maintains a nonproject levee that also benefits land within the boundaries of the area benefited by the project levee, Local Agency shall prepare and submit to DWR, on or before September 30th of each year, a report of information for inclusion in periodic flood management reports prepared by DWR 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 project levee.
 - b. Information identifying known conditions that might impair or compromise the level of flood protection provided by the project 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 project 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 project levee, as determined by the Board or DWR.
9. In accordance with California Water Code § 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, the 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 DWR 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.

10. The Local Agency, its Engineer, contractors, subcontractors, and their respective agents and employees required for performing any work shall act in an independent capacity and not as officers, employees, or agents of the State. The Local Agency is solely responsible for planning, design, construction, maintenance, and operation of its levees. Any inspection, 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 the Local Agency's responsibility for the safety and integrity of its levees. The Local Agency shall cooperate in the conduct of any State review or inspection.

11. The 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, the Local Agency shall adopt and enforce a labor compliance program pursuant to Labor Code Section 1771.5. The Local Agency must 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/>.

12. The Local Agency shall maintain records and books relating to the costs and quantities of labor and materials used, purchased, or contracted for in the performance of its levee maintenance and improvement work. The Local Agency shall maintain all receipts, accountings, books, invoices and records, pertaining to its levee work for a period of 10 years after the work has been performed or the expenses incurred. The

Board and DWR shall have full and free access at all reasonable times to these books and records with the right at any time during office hours to make copies thereof. The Board, DWR, and the California State Controller's Office shall have the right to conduct audits, from time to time, of the Local Agency's expenditures for levee maintenance and improvement, the purpose of such audits being to assure that subvention funds are being properly used, that payments are not being made under other assistance programs for the same work, and that the Local Agency is seeking the most reasonable terms in its use of State funds. The Local Agency shall cooperate fully in any such audit.

13. The Local Agency shall be eligible for reimbursement for work satisfactorily completed in accordance with the following:

- a. Rural Levees – an area that is not urban.
 - 1.) No costs shall be reimbursed until the local agency has spent an average of \$1,000 per levee mile for all of its rural nonproject and eligible project levees;
 - 2.) The local agency shall be reimbursed up to 75 percent of eligible costs incurred in excess of \$1,000 per levee mile for all of its nonproject and eligible project levees.
- b. Urban Levees – an area in which 10 percent or more of the land area within the project area is used for residential use.
 - 1.) No costs shall be reimbursed until the local agency has spent an average of \$2,500 per levee mile for all of its nonproject and eligible project levees;
 - 2.) The local agency shall be reimbursed up to 75 percent of eligible costs incurred in excess of \$2,500 per levee mile for all of its nonproject and eligible project levees.
- c. If, in any year, the total eligible costs incurred exceed the State funds available, the Board shall apportion the funds among those levees or levee segments identified by DWR as being most critical and beneficial, considering the needs of flood control, water quality, recreation, navigation, habitat improvements, and fish and wildlife.
- d. The Local Agency acknowledges that pursuant to California Water Code Section 12986, DWR shall require the Local Agency to provide information to DWR that may include, but not be limited to, a detailed engineer's report prepared pursuant to subdivision (b) of Section 4 of Article XIID of the California Constitution, audited financial statement, or an assessment commissioner's report.
- e. The Local Agency acknowledges that the information or study shall be the basis for DWR's determination of the maximum allowable reimbursement. The Local Agency agrees to return to DWR any reimbursements paid to

the Local Agency that are in excess of the maximum allowable reimbursement, based on an updated study of the agency's ability to pay.

f. Local Agency shall apply for federal disaster assistance whenever eligible.

14. State expenditures under this Agreement shall not exceed **\$603,300** subject to the availability of funds. The Local Agency estimated reimbursement approved by the Board on May 18, 2018 is **\$54,753**. The maximum approved advance amount, limited to 75% of the approved estimated reimbursement is **\$41,065**. The Board may increase the estimated reimbursement and advance amounts if information that warrants an increase becomes available.

15. Advanced payments or progress payments may only be made to Local Agency after DWR and CDFW determine the following approval requirements have been met by the Local Agency:

- An AB 360 program *Advance Payment Information Form* is approved in writing by CDFW and DWR.
- A joint CDFW and DWR inspection is completed, as needed, and CDFW has evaluated the extent of the potential impacts associated with the funded project activity.
- Documentation is submitted to DWR confirming that eligible deductible expenditures exceed the \$1,000 per levee mile criteria.
- A schedule and appropriate bidding and contract documentation are submitted to DWR for projects requesting advanced funding.

16. To comply with the net long-term habitat improvement program and to have a net benefit to aquatic species as required by California Water Code Sections 12987 and 79050, in the event levee maintenance or improvement activities result in the loss of fish or wildlife habitat, the District agrees to fully mitigate this loss at a time, site and manner subject to CDFW approval.

17. Each Local Agency must comply with the requirements of the Delta Stewardship Council (DSC) regarding Covered Actions. If the Local Agency determines any activities are a Covered Action under Water Code Section 85057.5, the activities are required to be consistent with the regulatory policies of the Delta Plan. The Local Agency must certify consistency with the Delta Plan by submitting a Certification of Consistency to the DSC prior to performing covered activities. Information regarding Covered Actions and Certification of Consistency may be found on the DSC's website at the following locations:

1. Covered Actions: [http://deltacouncil.ca.gov/covered actions](http://deltacouncil.ca.gov/covered%20actions)
2. Certification of Consistency:

http://coveredactions.deltacouncil.ca.gov/certification_process.aspx

18. If DWR finds that work under this Agreement has not been satisfactorily performed, or where advances exceed actual reimbursable costs, the Local Agency shall promptly remit to DWR all amounts advanced in excess of reimbursable costs (California Water Code Section 12987). In the event that Local Agency has an outstanding obligation with DWR pursuant to this paragraph, DWR may seek such reimbursement from the Local Agency by any appropriate means including but not limited to, collecting any amount owing to the Local Agency from DWR or the Board under the Delta Flood Protection Program.
19. The Local Agency shall indemnify and hold and save the State of California, the Board, DWR, and all other agencies or departments of the State and their employees, free from any and all liability for any claims and damages (including inverse condemnation) that may arise out of this Agreement, including but not limited to, those arising from the planning, design, construction, maintenance and operation of levee rehabilitation measures 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 insured's 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.
20. No waiver of any 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 the same condition or covenant at a subsequent time.
21. This Agreement may be amended in writing by the mutual consent of the parties hereto.
22. The AB 360 Program Funding Claim Information Form with information detailing areas of work on the levees shall be submitted prior to any consideration for reimbursement.
23. All final claims associated with this Agreement shall be submitted by November 1, 2019. DWR requires that all habitat and mitigation requirements under this Agreement shall be completed to the satisfaction of CDFW no later than three years from the date of this Agreement absent a waiver of this requirement by DWR in writing. In the absence of this waiver, failure to complete habitat and mitigation requirements within the three year period will result in forfeiture of reimbursement under this Agreement and future agreements within the Delta Levees Program, until mitigation and



habitat requirements are complete. It is the responsibility of the Local Agency to request this waiver of DWR.

W

**THE CENTRAL VALLEY
FLOOD PROTECTION BOARD
State of California**

By: _____
Executive Officer

Date: _____

**THE DEPARTMENT OF
WATER RESOURCES
State of California**

By: _____

Date: _____

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

By: _____
Assistant Chief Counsel

Date: _____

RECLAMATION DISTRICT NO. 1608

By: _____

Print Name: _____

Print Title: _____

Date: _____

By: _____

Print Name: _____

Print Title: _____

Date: _____



ITEM 7

DEPARTMENT OF WATER RESOURCES

DIVISION OF FLOOD MANAGEMENT
P.O. BOX 219000
SACRAMENTO, CA 95821-9000



October 8, 2018

Ms. Jean Knight
Reclamation District No. 1608 (Lincoln Village West)
Post Office Box 4857
Stockton, California 95204

Project Funding Agreement LV-18-1.0-SP

Dear Ms. Knight:

Enclosed you will find four copies of the Project Funding Agreement for Preparation of Five-Year Plan for Lincoln Village West, LV-18-1.0-SP.

Please arrange for the signatures of the various trustees of Reclamation District No. 1608 on each copy of the agreement. After the signatures are obtained, please return the entire package to us along with the original resolution signed by the trustees of Reclamation District No. 1608.

If you have any questions, please call Project Engineer Carlous Johnson, Jr. at (916) 480-5375 or Jon Wright, Chief Delta Levees Special Projects, at (916) 480-5369.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrea L. Lobato".

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

Enclosures

**RECLAMATION DISTRICT 1608
RESOLUTION 2018-11**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
PROJECT FUNDING AGREEMENT FOR PREPARATION OF FIVE-YEAR PLAN FOR
LINCOLN VILLAGE WEST, LV-18-1.0-SP**

WHEREAS, the Board of Trustees ("Board") of Reclamation District 1608 ("District") has reviewed, and desires to enter into, that certain Project Funding Agreement for Preparation of Five-Year Plan for Lincoln Village West, LV-18-1.0-SP ("Agreement"), between the District and the Department of Water Resources of the State of California ("DWR");

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 1608, at a special meeting thereof, held on November 7, 2018, by the following vote:

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

RECLAMATION DISTRICT 1608
A Political Subdivision of the
State of California

By: _____
MICHAEL PANZER, President

ATTEST:

JEAN KNIGHT, Secretary

CERTIFICATION

I, Daniel J. Schroeder, Secretary of Reclamation District 1608, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District 1608 duly passed and adopted at a continued regular meeting of the Board of Trustees thereof held on the 7th day of November, 2018.

Dated: _____, 2018

JEAN KNIGHT, Secretary
Reclamation District No. 1608

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

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

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

- 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: _____

ITEM 8

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 is planning on removing several feet of sediment in Fourteen Mile Slough between the Lincoln Village Marina and Grupe Park. Work on the project was originally scheduled to commence this last summer and fall, but due to several delays regarding the location where the removed sediment will be disposed of has now been rescheduled for 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.

The process of planning and permitting for the project are underway. 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

ITEM 11

SHORT TERM GOALS
November 7, 2018

1. Sediment Removal Project.
2. Participate in County TAC and stakeholder groups. Status: Ongoing.
3. Work on slumping areas. In progress.
4. Monitor SJAFCA meetings re Calaveras and Fourteen Mile Slough uncertified levees.
5. Vegetation encroachments
6. Annual Levee Inspection.
7. Raising Elevation of South West Levee.

LONG TERM GOALS

8. CVFP Plan

ITEM 12

RD 1608: MASTER CALENDAR

JANUARY

- Annual Review of Trustee Compensation
- Update Levee Property DVD

FEBRUARY

- Send out Form 700s, remind Trustees of April 1 filing date

MARCH

- Yearly Employee Evaluations
- Submit Verification Request Form (VRF) for the Annual Levee Maintenance Project to the California Department of Fish & Game.
- Submit payment to the California Department of Fish & Game for prior year Levee Maintenance Project(s).
- Spring Newsletter

APRIL

- April 1: Form 700s due
- Letter to Property owners on levee regarding levee standards and permit requirements

MAY

- Draft Budget
- Annual Department of Fish & Wildlife Maintenance Agreement Renewal.
- Tour of Levee System

JUNE

- June 15: Provide notice/make available to the public, documentation/materials regarding determination of Appropriations (15 days prior to meeting at which Appropriations will be adopted) (*Government Code* §7910).
- Approve Audit Contract for expiring fiscal year
- Adopt the Final Budget

JULY

- Adopt Resolution for setting Appropriations and submit to County Assessor's Office.

AUGUST

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: FY 2025).
- Send handbills for collection of assessments for public entity-owned properties

- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code §50731.5*)
- Submit End of the Year Financial Report.

SEPTEMBER

- In election years, last legal deadline to post notice that petitions for nomination of Trustees may be received (7 days prior to close of closure.) (*Cal. Wat. Code §50731.5*).
- In election years, closing of acceptance of petitions for nomination of Trustees (54 days from date of election.) (*Cal. Wat. Code §50731.5*).

OCTOBER

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election.)
- Fall Newsletter.
- Update District Information Sheet.
- Review District Emergency Supplies
- Emergency Plan Review in 2018 (every three years thereafter)

NOVEMBER

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

DECEMBER

- Review Emergency Plan.
- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each odd-numbered year.
- Provide updated version of electronic copies of properties within District

Term of Current Board Members:

Name	Term Commenced	Term Ends
Dan MacDonnell	2017	First Friday of Dec 2021
Brett Tholborn	2015	First Friday of Dec 2019
Michael Panzer	2015	First Friday of Dec 2019

Assessment Expires 6/30/2025

Emergency Operation Plan Review – September 2019

Reclamation District Meetings

- **First Wednesday of each month, at 8:00 A.M.
at the offices of:
Neumiller & Beardslee
509 W. Weber Avenue, Suite 500
Stockton, California 95242**

ITEM 13

DEPARTMENT OF WATER RESOURCES

DIVISION OF FLOOD MANAGEMENT
P.O. BOX 219000
SACRAMENTO, CA 95821-9000



September 28, 2018

To: Participants of the Delta Levees Special Flood Control Projects Program

Subject: **Delta Levees Special Flood Control Projects Program
Public Review and Comment**

Introduction

The Delta Levee Special Flood Control Projects Program (Program) is pleased to announce the release of two important documents for public review and comments:

- **The Draft 2018 Projects Solicitation Package for Levee Improvement, Habitat Enhancement, and Multi-Benefit Projects (PSP).**
- **The Draft Addendum #1 to the 2014 Guidelines for Providing Funding to Local Public Agencies (Addendum).**

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, the Program was authorized to address flooding on the Eight Western Islands, Thornton, New Hope and Walnut Grove. In 1996, the Program was expanded 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 \$400 million dollars in flood control and habitat projects through the Program, carried out by local levee maintaining agencies in the Delta.

Draft 2018 Projects Solicitation Package for Levee Improvement, Habitat Enhancement, and Multi-Benefit Projects

This PSP will solicit eligible Levee Improvement, Habitat Enhancement, and Multi-Benefit projects in the Delta. The PSP will provide \$60,000,000 in local assistance funding for projects that promote levee improvement (up to the DWR Bulletin 192-82 template), habitat enhancement, emergency response, seismic resiliency, and export water supply reliability. The PSP is available at:

<https://water.ca.gov/Work-With-Us/Grants-And-Loans/Delta-Levees-Special-Flood-Control-Projects>

The PSP follows criteria under the current Program Guidelines: 2014 Guidelines for Providing Funding to Local Public Agencies. The Guidelines are available at:

<https://water.ca.gov/Work-With-Us/Grants-And-Loans/Delta-Levees-Special-Flood-Control-Projects>

Draft Addendum #1 to the 2014 Guidelines for Providing Funding to Local Public Agencies

The Addendum will update the Guidelines to allow the Program to utilize funding available under Proposition 1, also known as the Water Quality, Supply, and Infrastructure Improvement Act of 2014, approved by California voters on November 4, 2014. The Addendum is available at:

<https://water.ca.gov/Work-With-Us/Grants-And-Loans/Delta-Levees-Special-Flood-Control-Projects>

Public Review and Comment

The **30-day** public review and comment period will end Monday, **October 29, 2018**.

Comments can be emailed to Andrea.Lobato@water.ca.gov or sent by U.S. Post to:

Andrea L. Lobato, P.E., Manager
Delta Levees Program
Department of Water Resources
Division of Flood Management
3310 El Camino Avenue, Room 152
Sacramento, CA 95821

A public meeting will be scheduled in mid-October to provide a summary of the PSP and answer questions.

If you have any questions please call me at (916) 480-5367. You may also call Jon Wright at (916) 480-5369.

Sincerely,



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

RD 1608



JEROME C. WILVERDING
AUDITOR-CONTROLLER
SAN JOAQUIN COUNTY




ASSISTANT AUDITOR-CONTROLLER
Jeffery M. Woltkamp, CPA

CHIEF DEPUTIES
Tod Hill – Accounting
Janice McCurcheon, CPA – Internal Audit
Stanley Lawrence – Property Tax

PAYROLL ADMINISTRATOR
Lori Rolleri

MEMORANDUM

Date: October 9, 2018
To: All Cities and Local Districts
From: Jerome C. Wilverding, Auditor-Controller 
Subject: FY 2018-19 Property Tax Estimated Revenues

The fiscal year 2018-19 estimated property tax revenues for your city or district are summarized in the enclosed Attachment A. The amounts represent the beginning charge of the current year tax rolls prior to any tax roll adjustments. The estimates were completed in accordance with the applicable current provisions of the law. The estimated Unitary and Operating Non-Unitary property tax revenues are included in the Current Secured amounts.

If you have any questions or concerns, please call me at (209) 468-3337 or Stanley Lawrence at (209) 953-1189.

Cc: Phonxay Keokham, CPA, Treasurer-Tax Collector

COUNTY OF SAN JOAQUIN
AUDITOR-CONTROLLER
PROPERTY TAX ALLOCATION SUMMARY
FISCAL YEAR 2018-2019

BEGINNING BALANCE (7/1/2018):

FUND	TAX CODE	ENTITY	A	B	C = A + B	D	E	F = C + D + E
			1% SECURED	UNITARY SECURED	TOTAL CURRENT SECURED	(5% ALLOWANCE FOR DELINQUENCY) 95% CURRENT UNSECURED	HOMEOWNERS EXEMPTION	TOTAL
44001	13301	ESCALON CEMETERY	47,555.62	1,737.91	49,293.53	2,676.94	419.11	52,389.58
44101	13401	TRACY CEMETERY	700,180.05	16,394.82	716,574.87	39,415.53	6,171.04	762,161.44
44201	13501	AVENA DRAINAGE	14,153.49	680.62	14,834.11	796.55	124.71	15,755.37
44501	13701	NEW JERUSALEM DRAINAGE	79,862.62	4,135.29	83,997.91	4,495.88	703.89	89,197.68
44401	13601	NEW MARIPOSA DRAINAGE	4,677.88	166.94	4,844.82	263.43	41.24	5,149.49
45001	22901	COUNTRY CLUB SANITARY	66,924.94	2,412.02	69,336.96	3,767.44	589.85	73,694.25
45112	23001	WOODBIDGE SANITARY	46,015.71	1,733.32	47,749.03	2,590.44	405.57	50,745.04
45801	23301	CENTRAL SAN JOAQUIN WATER CONSER	44,850.57	1,677.42	46,527.99	2,524.68	395.27	49,447.94
46201	23801	LINDEN COUNTY WATER	76,221.45	3,224.78	79,446.23	4,290.78	671.78	84,408.79
45901	23401	NORTH SAN JOAQUIN WATER CONSER	266,196.26	9,638.56	275,834.82	14,985.24	2,346.14	293,166.20
46070	23670	STOCKTON EAST WATER DISTRICT	382,331.79	21,185.26	403,517.05	21,522.79	3,369.69	428,409.53
46601	24101	BANTA-CARBONA IRRIGATION	137,043.54	11,468.16	148,511.70	7,714.56	1,207.82	157,434.08
46701	24201	BYRON-BETHANY IRRIGATION	3,052,474.69	28,307.68	3,080,782.37	171,835.16	26,903.14	3,279,520.67
46801	24301	NAGLEE-BURKE IRRIGATION	473,427.90	9,824.01	483,251.91	26,650.83	4,172.55	514,075.29
46901	24401	OAKDALE IRRIGATION	341,718.73	7,963.31	349,682.04	19,236.49	3,011.74	371,930.27
47001	24601	SOUTH SAN JOAQUIN IRRIGATION	4,731,224.82	124,897.57	4,856,122.39	266,338.03	41,698.86	5,164,159.28
47101	24701	WEST SIDE IRRIGATION	60,272.67	4,323.46	64,596.13	3,392.86	531.20	68,520.19
47201	24801	WEST STANISLAUS IRRIGATION	80,910.15	2,204.74	83,114.89	4,554.60	713.08	88,382.57
46501	24001	WOODBIDGE IRRIGATION	585,402.42	17,083.37	603,485.79	33,010.68	5,168.27	641,664.74
48001	13801	BOGGS TRACT FIRE	80,899.61	2,888.28	83,787.89	4,554.21	713.02	89,055.12
48101	13901	CLEMENTS RURAL FIRE	428,717.78	16,139.41	444,857.19	24,133.98	3,778.50	472,769.67
49901	15901	COLLEGEVILLE RURAL FIRE	40,080.60	1,828.35	41,908.95	2,256.16	353.23	44,518.34
48201	14001	EASTSIDE RURAL FIRE	1,892,649.50	81,457.45	1,974,106.95	106,544.21	16,680.95	2,097,332.11
48401	14101	ESCALON CONSOLIDATED FIRE	320,774.00	10,495.67	331,269.67	18,057.52	2,827.15	352,154.34
48501	14201	FARMINGTON RURAL FIRE	324,560.11	10,817.25	335,377.36	18,270.85	2,860.55	356,508.76
48601	14401	FRENCH CAMP-MCKINLEY RURAL FIRE	496,408.64	24,485.59	520,894.23	27,944.49	4,375.09	553,213.81
49001	14901	LATHROP-MANTECA RURAL FIRE	3,829,016.96	89,568.76	3,918,585.72	215,549.30	33,747.19	4,167,882.21
48701	14501	LIBERTY RURAL FIRE	928,977.30	27,869.79	956,847.09	52,295.70	8,187.61	1,017,330.40
48801	14601	LINCOLN RURAL FIRE	1,655,130.64	126,901.84	1,782,032.48	93,173.59	14,587.60	1,889,793.67
48901	14701	LINDEN-PETERS RURAL FIRE	2,088,976.02	80,209.68	2,169,185.70	117,596.04	18,411.27	2,305,193.01
48931	14831	LINDEN-PETERS RURAL FIRE ZONE 1	12,454.01	467.01	12,921.02	701.04	109.76	13,731.82
49101	15001	MOKELUMNE RURAL FIRE	591,596.02	23,162.04	614,758.06	33,303.07	5,214.05	653,275.18
49201	15101	MONTEZUMA RURAL FIRE	469,092.76	19,894.08	488,986.84	26,406.97	4,134.37	519,528.18
49301	15201	RIPON CONSOLIDATED FIRE	1,072,722.95	26,223.19	1,098,946.14	60,387.60	9,454.50	1,168,788.24
49401	15301	THORNTON RURAL FIRE	247,504.14	8,745.83	256,249.97	13,933.10	2,181.42	272,364.49
49501	15401	TRACY RURAL FIRE	5,150,211.25	140,331.78	5,290,543.03	289,924.40	45,391.63	5,625,859.06
49601	15501	TUXEDO-COUNTRY CLUB RURAL FIRE	1,221,054.03	41,531.93	1,262,585.96	68,737.43	10,761.78	1,342,085.17
49701	15601	WATERLOO-MORADA RURAL FIRE	1,581,452.76	65,111.99	1,646,564.75	89,025.68	13,938.19	1,749,528.62
49801	15701	WOODBIDGE RURAL FIRE	2,850,155.13	136,241.34	2,986,396.47	160,445.93	25,120.00	3,171,962.40
50001	22001	RECLAMATION DISTRICT 17	298,209.29	5,172.42	303,381.71	16,787.36	2,628.29	322,797.36
50101	22101	RECLAMATION DISTRICT 348	58,145.94	4,292.15	62,438.09	3,273.08	512.45	66,223.62
50201	22201	RECLAMATION DISTRICT 404	12,674.16	653.76	13,327.92	713.56	111.72	14,153.20
50401	22301	RECLAMATION DISTRICT 544	14,971.27	2,072.74	17,044.01	842.74	131.94	18,018.69
51101	22401	RECLAMATION DISTRICT 1608	196,630.66	7,167.33	203,797.99	11,069.06	1,733.01	216,600.06
51201	22501	RECLAMATION DISTRICT 1614	124,431.51	4,320.25	128,751.76	7,004.91	1,096.71	136,853.38
53201	22701	RECLAMATION DISTRICT 2030	38,907.50	71,533.52	110,441.02	2,190.41	342.94	112,974.37
54701	22601	RECLAMATION DISTRICT 2096	25,850.75	784.13	26,634.88	1,455.31	227.85	28,318.04
45201	23297	LOCKEFORD COMMUNITY SERVICE DIST	129,193.51	4,664.46	133,857.97	7,272.64	1,138.63	142,269.24
53601	22801	LOCKEFORD PROTECTION NO 1	2,788.15	180.71	2,968.86	156.96	24.57	3,150.39
47801	26001	MOUNTAIN HOUSE CSD	4,087,581.70	32,057.98	4,119,739.68	230,110.63	36,026.97	4,385,877.28

COUNTY OF SAN JOAQUIN
AUDITOR-CONTROLLER
PROPERTY TAX ALLOCATION SUMMARY
FISCAL YEAR 2018-2019

BEGINNING BALANCE (7/1/2018)

FUND	TAX CODE	ENTITY	A	B	C = A + B	D	E	F = C + D + E
			1% SECURED	UNITARY SECURED	TOTAL CURRENT SECURED	(5% ALLOWANCE FOR DELINQUENCY) 95% CURRENT UNSECURED	HOMEOWNERS EXEMPTION	TOTAL
55401	21901	SJC MOSQUITO ABATEMENT	4,592,399.68	170,269.93	4,762,669.61	258,523.26	40,475.35	5,061,668.22
55901	24901	S J REGIONAL TRANSIT DISTRICT	853,218.61	46,170.42	899,389.03	48,030.76	7,519.87	954,939.66
81140	40000	CITY OF ESCALON	1,051,647.51	33,405.28	1,085,052.79	59,201.19	9,268.76	1,153,522.74
81146	40600	CITY OF LATHROP	3,628,074.53	62,169.20	3,690,243.73	204,237.56	31,976.18	3,926,457.47
81054	40800	CITY OF LATHROP-STORM DRAINAGE	185,175.09	4,382.50	189,557.59	10,423.99	1,632.02	201,613.60
81148	40900	CITY OF LATHROP-STREET LIGHTING	19,762.82	777.15	20,539.97	1,112.42	174.17	21,826.56
81149	41000	CITY OF LATHROP-WATER DISTRICT	135,347.75	3,764.19	139,111.94	7,619.05	1,192.87	147,923.86
81141	40100	CITY OF LODI	9,521,289.15	315,246.59	9,836,535.74	535,988.67	83,916.35	10,456,440.76
81142	40200	CITY OF MANTECA	7,613,202.92	210,293.79	7,823,496.71	428,575.50	67,099.35	8,319,171.56
81143	40300	CITY OF RIPON	1,547,721.01	32,129.23	1,579,850.24	87,126.88	13,640.91	1,680,618.03
81055	40350	CITY OF RIPON-LIGHTING DISTRICT	13,251.48	480.51	13,731.99	746.05	116.80	14,594.84
81053	40700	CITY OF RIPON-MUNICIPAL SEWER	67,382.27	2,358.33	69,740.60	3,793.28	593.89	74,127.77
81144	40400	CITY OF STOCKTON	30,949,871.38	1,399,835.95	32,349,707.33	1,742,282.47	272,778.14	34,364,767.94
81145	40500	CITY OF TRACY	13,340,841.30	344,154.50	13,684,995.80	751,005.25	117,580.14	14,553,581.19
82005	30700	RPTTF-MANTECA-AREA NO 1	5,821,461.51	125,454.12	5,946,915.63	327,711.61	51,307.73	6,325,934.97
82010	30000	RPTTF-MANTECA-AREA 2	11,847,758.27	143,824.40	11,991,582.67	666,954.16	104,420.79	12,762,957.62
82015	30150	RPTTF-MANTECA-PROJECT AMENDED	1,176,530.02	12,592.75	1,189,122.77	66,231.15	10,369.39	1,265,723.31
82020	30175	RPTTF-MANTECA-MERGED PROJECT AMENDED	74,833.78	730.80	75,564.58	4,212.50	659.52	80,436.60
82030	30400	RPTTF-RIPON-COMMERCIAL PROJECT	5,257,499.29	139,466.84	5,396,966.13	295,964.06	46,337.22	5,739,267.41
82040	30800	RPTTF-STOCKTON-ALL NATIONS	182,852.97	6,594.82	189,447.79	10,293.65	1,611.61	201,353.05
82045	30900	RPTTF-STOCKTON-EASTLAND	430,032.52	8,964.36	438,996.88	24,207.96	3,790.09	466,994.93
82050	30300	RPTTF-STOCKTON-MCKINLEY AREA	979,248.14	31,056.26	1,010,304.40	55,125.30	8,630.62	1,074,060.32
82055	30850	RPTTF-STOCKTON-MIDTOWN	4,297,750.74	37,241.97	4,334,992.71	241,936.31	37,878.44	4,614,807.46
82060	30725	RPTTF-STOCKTON-NORTH STOCKTON	5,898,513.31	43,990.63	5,942,503.94	332,048.98	51,986.81	6,326,539.73
82065	30338	RPTTF-STOCKTON-PORT INDUSTRIAL	3,811,807.27	30,969.72	3,842,776.99	214,580.53	33,595.52	4,090,953.04
82070	30825	RPTTF-STOCKTON-ROUGH & READY ISLAND	1,104,236.70	11,400.52	1,115,637.22	62,161.52	9,732.24	1,187,530.98
82075	30827	RPTTF-STOCKTON-ROUGH & READY IS 2010	23,851.99	130.60	23,982.59	1,342.58	210.20	25,535.37
82080	30200	RPTTF-STOCKTON-SHARPS LANE VILLA	323,074.95	9,666.57	332,741.52	18,187.09	2,847.44	353,776.05
82085	30750	RPTTF-STOCKTON-SOUTH STOCKTON	4,947,494.51	42,469.45	4,989,963.96	278,512.85	43,605.00	5,312,081.81
82035	30100	RPTTF-STOCKTON-WEST END PROJ AREA NO 1	2,151,183.78	49,230.27	2,200,414.05	121,098.11	18,959.56	2,340,471.72
82090	30500	RPTTF-TRACY-DOWNTOWN	10,239,275.15	166,338.16	10,405,613.31	576,406.63	90,244.34	11,072,264.28
			173,550,954.35	4,821,889.76	178,372,844.11	9,769,822.16	1,529,599.21	189,672,265.48

DEPARTMENT OF WATER RESOURCES

DIVISION OF FLOOD MANAGEMENT
P.O. BOX 219000
SACRAMENTO, CA 95821-9000

**OCT 05 2018**

Ms. Jean Knight, Secretary
Reclamation District No. 1608
Post Office Box 4857
Stockton, California 95204

Dear Ms. Knight:

This letter confirms that the Delta Levees Subventions Program received a Fiscal Year 2017-2018 Final Claim from Reclamation District 1608. The Fiscal Year 2017-2018 Subventions Program annual expenditure plan was approved by the Central Valley Flood Protection Board on June 23, 2017, for \$12 million.

If you have any questions, please contact me at (916) 480-5367 or Sandra Maxwell, Chief of the Delta Levee Subventions Program, at (916) 480-5378.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrea L. Lobato".

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