

**RECLAMATION DISTRICT NO. 1608
LINCOLN VILLAGE WEST
BOARD OF TRUSTEES MEETING
WEDNESDAY, SEPTEMBER 4, 2019
8:00 A.M.
ENGINEER'S REPORT**

I. DELTA LEVEE SUBVENTIONS PROJECT

- A. Review the status of a Eucalyptus Tree in District's Levee at Levee Station 6+50 adjacent to 7052 Bridgeport Circle with Larry's Trees Co.

EXHIBIT A: Contract Documents and project details.

- B. Review the status of the three (3) gate repairs along the Southwest Quadrant of the District's levee between the Theil, Davies, Mamaril & Legkov properties @ 3746, 3738 & 3730 Fourteenmile Drive respectively.

EXHIBIT B: Contract Documents and Map of properties.

- C. Review the District's Draft Final Claim for Fiscal Year 2018/19 and seek signature from Chairman for submittal to DWR.

| | |
|----------------------------------------------|----------------------|
| TOTAL FINAL CLAIM | <u>\$ 290,746.94</u> |
| LESS DISTRICT SHARE (2,500/MILE @ 3.6 miles) | \$ 9,000.00 |
| TOTAL ELIGIBLE | \$ 281,746.94 |
| | |
| MAX REIMBURSEMENT = 75% OF ELIGIBLE | \$ 211,310.21 |
| | |

EXHIBIT C: Draft Final Claim Summary for Fiscal Year 2018-19.

II. PLAN REVIEW

- A. Review status of Annual Levee Inspection of the District's Levee system, and review Second Notice letters to Landowners for vegetation management.

EXHIBIT D: Second Notice for vegetation management to Todd and Anna Bowman at 7050 Bridgeport Drive.

EXHIBIT E: Second Notice for vegetation management to Charles and Farley Staniec at 6347 Embarcadero Drive.

III. SEDIMENT REMOVAL PROJECT

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

EXHIBIT F: KSN Inc. Summary of work activities associated with the sediment removal project dated August 28, 2019.

Exhibit A

Removal of Eucalyptus Tree
Levee station 6+50
CONTRACT NUMBER 2153-08-26-19-01

Larry's Tree Care
2609 Waterloo Rd.
Stockton, CA, 95205

NOTICE TO PROCEED DATE: August 26, 2019

PROJECT COMPLETION DATE: October 8, 2019

PREPARED FOR:

RECLAMATION DISTRICT 1608-- Lincoln Village
West
6329 Embarcadero Drive
Stockton, CA 95219

San Joaquin, CA

PREPARED BY:

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

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

August 26, 2019

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Job Number 2153-9020-04-001
Contract Number 2153-08-26-19-01
Reclamation District No. 1608
Lincoln Village West

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

This agreement made and entered this 26th day of August, 2019 by and between Reclamation District No. 1608 – Lincoln Village West hereinafter DISTRICT and Larry's Tree Care, hereinafter CONTRACTOR.

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

Removal of Eucalyptus Tree at Station 6+50. Remove tree to stump and clean up all debris resulting from the work. See Appendix D – Plans.

The total accepted bid/proposal price not to exceed: \$10,000.00. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

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

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

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

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

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

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or

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

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

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

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

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

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR agrees to comply with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT: Reclamation District No. 1608
Lincoln Village West

By _____

Michael Panzer
Board President
Reclamation District 1608 - Lincoln Village West
6329 Embarcadero Drive
Stockton, CA 95219

(209)951-0431

CONTRACTOR: Larry's Tree Care

By _____

Larry Kundert
Owner
2609 Waterloo Rd.
Stockton, CA, 95205

Work: (209) 518-0981
Cell:

Reclamation District 1608
Lincoln Village West
Northeast Quadrant

7052 Bridgeport Circle.
Tree is located on District
property north of the
fence along the levee.



Google Earth Swenson Park Golf Course

© 2018 Google

100 ft



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

2153-9020
04-001

FILE MEMORANDUM

July 30, 2019

To: RD 1608 Board

Subject: Vegetation Control 2019

Project: Levee Station 6+50, 7052 Bridgeport Circle

From: Tessa Marlow, Environmental Manager

In early June 2019, homeowners at 7052 Bridgeport Circle contacted Joe Bryson to inspect a eucalyptus tree at levee station 6+50. The eucalyptus tree is located on District property and has been dropping limbs and leaves on the levee, as well as in the backyard of the bordering property owners. The constant dropping of extensive debris has become a safety and liability issue, and is extremely concerning to the property owners as they are worried about possible property damage from falling limbs.

Dave Carr of KSN met with Ms. Kalia Schuster of CDFW on site and received written approval for removal of the tree, with the requirement of a 3:1 Riparian Forest mitigation cost following removal. The tree is .031 acres and will require .093 acres of mitigation; bulk credits from Westervelt are still available and will cost \$5,793 total, with the District's 25% share at \$1,448.

Joe Bryson received a quote of \$7,000 for cost of removal.

Dave C. Carr

From: Schuster, Kalia@Wildlife <Kalia.Schuster@wildlife.ca.gov>
Sent: Friday, June 21, 2019 2:40 PM
To: Dave C. Carr
Subject: Eucalyptus

Hi Dave,

If you are dealing with the eucalyptus tree under the Program, I recommend trimming the tree to avoid debris falling into the resident's yard. If you plan to remove it, we would ask you to mitigate 3:1 either on site or through credits.

Please note I am not in any way saying the tree should not be taken out if it presents any inkling of a danger to the resident. That is entirely your call. However, as the tree seems to be on the levee itself (and outside the property line of the resident, please confirm) I am assuming you are dealing with it under the Program, hence my suggestions.

*Kalia Schuster
Environmental Scientist – Delta Levees Program
California Department of Fish and Wildlife
2109 Arch Airport Road, Suite 100
Stockton, CA 95206
209-234-3446 - Phone*







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

2153-9020
04-001

July 30, 2019

Ms. Kalia Schuster
California Department of Fish and Wildlife
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534

Re: Reclamation District 1608, Eucalyptus Removal

Dear Ms. Schuster,

Reclamation District 1608 Lincoln Village West will be conducting the removal of a eucalyptus tree at levee station 6+50, due to safety and liability concerns with extensive tree debris. The tree is located on District property and removal will be conducted under the Subventions Program.

The District agrees to mitigating 3:1 of .031 RF for the removal of the tree, and will be purchasing .092 acres of off-site bulk credits through Westervelt following the tree's removal.

Please see attached aerial of the tree's location.

Sincerely,
KJELDEN, SINNOCK & NEUDECK, INC.

Tessa Marlow

w/enclosures

cc:
Christopher H. Neudeck, District Engineer
Joe Bryson, District Superintendent

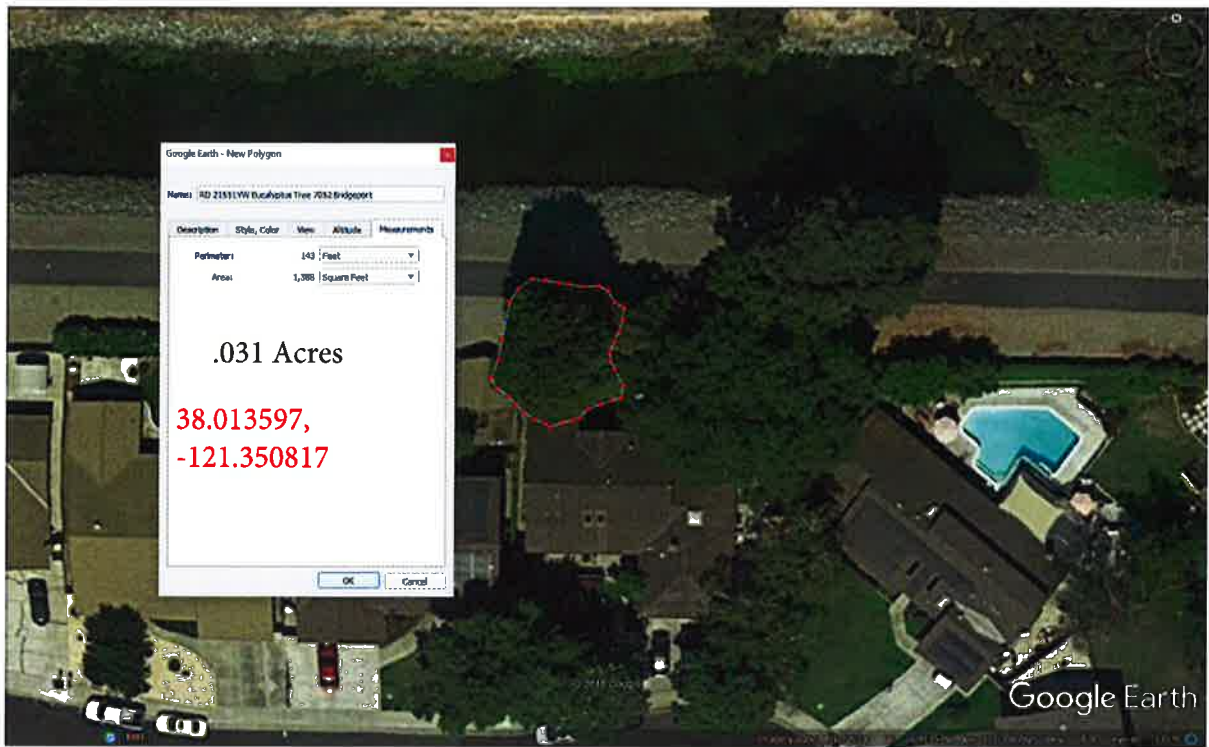


Exhibit B

JOB NO. 2153-9019-07-004

**Gate Repairs in Southwest Quadrant of District
Between Stations 117+00 and 153+00
CONTRACT NUMBER 1608-06-07-19-05**

Dino & Son Ditching Service, Inc.
2408 East 7th Street
Stockton, CA 95205

NOTICE TO PROCEED DATE: June 7, 2019

PROJECT COMPLETION DATE: September 5, 2019

PREPARED FOR:

RECLAMATION DISTRICT 1608– Lincoln Village
West
6329 Embarcadero Drive
Stockton, CA 95219

San Joaquin, CA

PREPARED BY:

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

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

June 7, 2019

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Job Number 2153-9019-07-004
Contract Number 1608-06-07-19-05
Reclamation District No. 1608
Lincoln Village West

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

This agreement made and entered this 7th day of June, 2019 by and between Reclamation District No. 1608 – Lincoln Village West hereinafter DISTRICT and Dino & Son Ditching Service, Inc., hereinafter CONTRACTOR.

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

Repair three gates, including replacement of hinges, hasps, and other modifications between stations 117+00 and 153+00. See Appendix D – Plans.

The total accepted bid/proposal price not to exceed: \$25,000.00. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

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

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

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

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

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

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by Contractor and its agents and Subcontractors (all including but not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

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

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

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

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

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

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

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

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

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

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time

before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

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

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

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

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

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

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

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

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or

breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the ENGINEER, then, notwithstanding any provision to the contrary herein, the DISTRICT may give CONTRACTOR written notification to immediately correct the situation or the Contract shall be terminated.

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

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

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

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

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

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

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

referred to in the writing.

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

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

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

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

CONTRACTOR agrees to comply with the following:

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

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

During the performance of this Contract, CONTRACTOR and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder

(California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

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

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

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

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

- a) No State funds disbursed by this Contract will be used to assist, promote, or deter union organizing.

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

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

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

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

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

DISTRICT: Reclamation District No. 1608
Lincoln Village West

By _____

Michael Panzer
Board President
Reclamation District 1608 - Lincoln Village West
6329 Embarcadero Drive
Stockton, CA 95219

(209)951-0431

CONTRACTOR: Dino & Son Ditching Service, Inc.

By _____

Teofilo Macias
Owner
2408 East 7th Street
Stockton, CA 95205

Work: (209) 943-6070

Cell:

Lincoln Village West – Southwest Quadrant: The three gates to be repaired are Thiel/Davies; Davies/Mamaril; and Mamaril/Legkov as shown below.



Exhibit C

**RECLAMATION DISTRICT NO. 1608
LINCOLN VILLAGE WEST
FINAL CLAIM
DELTA LEVEE SUBVENTIONS PROGRAM
FISCAL YEAR 2018-19**

| A. <u>ANNUAL ROUTINE LEVEE MAINTENANCE</u> | <u>EXHIBIT</u> | <u>INVOICE</u> | <u>TOTAL</u> |
|------------------------------------------------------------------------------|-----------------------|-----------------------|---------------------|
| 1. Routine Levee Inspection / Patrol | | | |
| <u>District Labor</u> | | | |
| FY 18-19 Total Payroll Summary | A | \$ <u>15,373.50</u> | \$ 15,373.50 |
| FY 18-19 Wage Burdon | A | \$ <u>1,490.85</u> | \$ 1,490.85 |
| 2. Rodent Control & Filling Burrows | | | |
| <u>Non-District Service & Materials</u> | | | |
| 02/11/19 Robert Burns Construction, Inc. | B | \$ <u>5,719.08</u> | \$ 5,719.08 |
| FY 18-19 Kjeldsen, Sinnock and Neudeck Inc. (Levee Maintenance) | C | \$ <u>1,837.25</u> | \$ 1,837.25 |
| 3. Repair and Grading of Levee Patrol Roads, Access Roads & Ramps | | | |
| <u>District Labor</u> | | | |
| FY 18-19 Total Payroll Summary | A | \$ <u>56,233.50</u> | \$ 56,233.50 |
| FY 18-19 Wage Burdon | A | \$ <u>5,266.67</u> | \$ 5,266.67 |
| <u>Non-District Services & Materials</u> | | | |
| 11/08/18 Robert Burns Construction, Inc. | D | \$ <u>19,365.75</u> | \$ 19,365.75 |
| <u>Non-District Hauling & Materials</u> | | | |
| 11/15/18 Paul E. Vaz Trucking | E | \$ 733.95 | |
| 11/15/19 Paul E. Vaz Trucking | E | \$ 400.38 | |
| 05/23/19 Paul E. Vaz Trucking | E | \$ 1,053.37 | |
| 05/23/19 Paul E. Vaz Trucking | E | \$ <u>645.61</u> | \$ 2,833.31 |
| 09/13/18 Home Depot | F | \$ 130.28 | |
| 09/19/18 Home Depot | F | \$ 50.86 | |
| 09/27/18 Home Depot | F | \$ 135.62 | |
| 10/04/18 Home Depot | F | \$ 203.42 | |
| 03/25/19 Home Depot | F | \$ 291.40 | |
| 05/28/19 Home Depot | F | \$ 147.81 | |
| 05/29/19 Home Depot | F | \$ <u>134.38</u> | \$ 1,093.77 |

A. ANNUAL ROUTINE LEVEE MAINTENANCE (Cont.)

3. Repair and Grading of Levee Patrol Roads, Access Roads & Ramps (Cont.)

| | | <u>EXHIBIT</u> | <u>INVOICE</u> | <u>TOTAL</u> |
|----------|--------|----------------|----------------|--------------|
| 09/11/18 | Lowe's | G | \$ 643.27 | |
| 09/24/18 | Lowe's | G | \$ 191.34 | |
| 09/25/18 | Lowe's | G | \$ 643.27 | |
| 10/03/18 | Lowe's | G | \$ 643.27 | |
| 01/10/19 | Lowe's | G | \$ 726.99 | |
| 01/10/19 | Lowe's | G | \$ 22.85 | |
| 03/18/19 | Lowe's | G | \$ 1,157.58 | |
| 03/28/19 | Lowe's | G | \$ 1,558.61 | |
| 04/05/19 | Lowe's | G | \$ 1,540.15 | |
| 05/15/19 | Lowe's | G | \$ 1,650.17 | |
| 06/11/19 | Lowe's | G | \$ 1,308.00 | |
| | | | | \$ 10,085.50 |

| | | | | |
|----------|--------------|---|-----------|-------------|
| 12/17/18 | ACE Hardware | H | \$ 101.72 | |
| 03/12/19 | ACE Hardware | H | \$ 33.77 | |
| 03/28/19 | ACE Hardware | H | \$ 59.83 | |
| 04/04/19 | ACE Hardware | H | \$ 23.96 | |
| 04/05/19 | ACE Hardware | H | \$ 838.76 | |
| 05/28/19 | ACE Hardware | H | \$ 25.06 | |
| 05/28/19 | ACE Hardware | H | \$ 19.60 | |
| | | | | \$ 1,102.70 |

| | | | | |
|----------|---------|---|----------|----------|
| 03/02/19 | Walmart | I | \$ 35.71 | |
| | | | | \$ 35.71 |

Engineering Services

| | | | | |
|----------|--------------------------------------------------------|---|-------------|-------------|
| FY 18-19 | Kjeldsen, Sinnock and Neudeck Inc. (Levee Maintenance) | C | \$ 1,918.50 | |
| | | | | \$ 1,918.50 |

4. Repair of Levee Erosion & Subsidence

a. Minor Slipouts & Erosion Repairs

Non-District Services & Materials

| | | | | |
|----------|---------------------------------|---|--------------|--------------|
| 11/02/18 | Robert Burns Construction, Inc. | J | \$ 16,322.00 | |
| | | | | \$ 16,322.00 |

Engineering Services

| | | | | |
|----------|--------------------------------------------------------|---|-------------|-------------|
| FY 18-19 | Kjeldsen, Sinnock and Neudeck Inc. (Levee Maintenance) | C | \$ 2,782.78 | |
| | | | | \$ 2,782.78 |

b. Subsidence of the Levee Section

\$ - \$ -

c. Landside Erosion Repair (e.g. hydroseeding, fill placement, etc.)

\$ - \$ -

5. Removal of Drift Deposits & Debris from Levee & Berm

District Labor

| | | | | |
|----------|-----------------------|---|-------------|-------------|
| FY 18-19 | Total Payroll Summary | A | \$ 1,128.50 | |
| | | | | \$ 1,128.50 |

| | | | | |
|----------|-------------|---|-----------|-----------|
| FY 18-19 | Wage Burdon | A | \$ 101.07 | |
| | | | | \$ 101.07 |

A. ANNUAL ROUTINE LEVEE MAINTENANCE (Cont.)

EXHIBIT INVOICE TOTAL

6. Levee Drainage Control

- a. Seepage & Boils \$ - \$ -
- b. Core Trench Installation \$ - \$ -

7. Cleaning Drains & Toe Ditches Adjacent to Landside Levee Toe \$ - \$ -

8. Levee Vegetation Control & Management

District Labor

FY 18-19 Total Payroll Summary A \$ 7,524.00 \$ **7,524.00**

FY 18-19 Wage Burdon A \$ 713.32 \$ **713.32**

07/17/18 ACE Hardware K \$ 163.48
 07/26/18 ACE Hardware K \$ 26.14
 01/04/19 ACE Hardware K \$ 174.32
 02/12/19 ACE Hardware K \$ 183.46
 04/01/19 ACE Hardware K \$ 93.92
 05/22/19 ACE Hardware K \$ 163.48
\$ **804.80**

01/28/19 Normac, Inc. L \$ 67.58 \$ **67.58**

02/03/19 Home Depot M \$ 21.78 \$ **21.78**

02/05/19 Valley Green Pest Control N \$ 5,000.00 \$ **5,000.00**

02/18/19 The Hitch House O \$ 105.98 \$ **105.98**

Engineering Services

FY 18-19 Kjeldsen, Sinnock and Neudeck Inc. (Levee Maintenance) C \$ 4,316.62 \$ **4,316.62**

9. Repair or Restore Waterside Slope Protection \$ - \$ -

10. Flood Emergency Planning & Preparation

10/03/18 B&R Self Storage P \$ 200.00 \$ **200.00**

11. Encroachments

- a. Removal of Encroachments & Restoration of Levee Section \$ - \$ -
- b. Repair, Replacement or Modification to Benefit Flood Control \$ - \$ -

A. ANNUAL ROUTINE LEVEE MAINTENANCE (Cont.)

EXHIBIT

INVOICE

TOTAL

c. Inspection & Review of Existing or New Encroachments

Engineering Services

| | | | | | |
|----------|------------------------------------|---|----|-----------------|--------------|
| 07/20/18 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 106.25 | |
| 08/30/18 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 3,233.12 | |
| 09/26/18 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 1,925.29 | |
| 10/25/18 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 1,142.60 | |
| 11/28/18 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 2,888.45 | |
| 12/20/18 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 787.50 | |
| 01/31/19 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 457.50 | |
| 02/22/19 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 15,101.45 | |
| 03/20/19 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 7,358.20 | |
| 04/19/19 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 7,478.04 | |
| 05/22/19 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | 5,670.26 | |
| 07/05/19 | Kjeldsen, Sinnock and Neudeck Inc. | Q | \$ | <u>4,834.73</u> | |
| | | | | | \$ 50,983.39 |

12. Levee Profile & Cross Sections

\$ - \$ -

13. Other Levee & Underwater Surveys

\$ - \$ -

14. Engineering Services & Levee Subventions Program Management

a. Program Management

Engineering Services

| | | | | | |
|----------|------------------------------------|---|----|-----------------|--------------|
| 07/20/18 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 448.75 | |
| 08/30/18 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 6,925.59 | |
| 09/26/18 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 4,587.50 | |
| 10/25/18 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 5,323.04 | |
| 11/28/18 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 3,098.79 | |
| 12/20/18 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 1,093.75 | |
| 01/31/19 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 945.00 | |
| 02/22/19 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 1,285.00 | |
| 03/20/19 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 1,277.50 | |
| 04/19/19 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 1,210.00 | |
| 05/22/19 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | 1,207.50 | |
| 07/05/19 | Kjeldsen, Sinnock and Neudeck Inc. | R | \$ | <u>1,697.50</u> | |
| | | | | | \$ 29,099.92 |

b. Disaster Claim Management

\$ - \$ -

c. Project Levees

N/A N/A

d. Other

| | | | | | |
|----------|--------------------------------------------------------|---|----|------------------|--------------|
| FY 18-19 | Kjeldsen, Sinnock and Neudeck Inc. (Levee Maintenance) | C | \$ | <u>10,455.40</u> | |
| | | | | | \$ 10,455.40 |

15. Other Maintenance

Non-District Materials

| | | | | | |
|----------|--------------|---|----|-------|--|
| 08/17/18 | ACE Hardware | S | \$ | 8.55 | |
| 08/17/18 | ACE Hardware | S | \$ | 21.75 | |
| 02/22/19 | ACE Hardware | S | \$ | 12.25 | |
| 02/28/19 | ACE Hardware | S | \$ | 7.19 | |
| 03/04/19 | ACE Hardware | S | \$ | 26.13 | |
| 03/12/19 | ACE Hardware | S | \$ | 3.26 | |

A. ANNUAL ROUTINE LEVEE MAINTENANCE (Cont.)

15. Other Maintenance (Cont.)

| | | <u>EXHIBIT</u> | <u>INVOICE</u> | <u>TOTAL</u> |
|----------------------------------------------|------------------------------------------|----------------|---------------------|--------------|
| 05/14/19 | ACE Hardware | S | \$ 251.97 | |
| 05/28/19 | ACE Hardware | S | \$ 7.62 | |
| 05/31/19 | ACE Hardware | S | \$ 21.77 | |
| 06/09/19 | ACE Hardware | S | \$ <u>98.08</u> | |
| | | | | \$ 458.57 |
| 10/12/18 | Stockton Fence & Materials Company, Inc. | T | \$ 570.21 | |
| 10/12/18 | Stockton Fence & Materials Company, Inc. | T | \$ 244.38 | |
| 02/21/19 | Stockton Fence & Materials Company, Inc. | T | \$ 592.42 | |
| 03/11/19 | Stockton Fence & Materials Company, Inc. | T | \$ <u>436.26</u> | |
| | | | | \$ 1,843.27 |
| 01/03/19 | The Hitch House | U | \$ <u>50.00</u> | |
| | | | | \$ 50.00 |
| 02/21/19 | Tractor Supply Co. | V | \$ <u>807.96</u> | |
| | | | | \$ 807.96 |
| <u>District Labor</u> | | | | |
| FY 18-19 | Total Payroll Summary | A | \$ <u>6,136.50</u> | |
| | | | | \$ 6,136.50 |
| FY 18-19 | Wage Burdon | A | \$ <u>568.91</u> | |
| | | | | \$ 568.91 |
| <u>Non-District Services & Materials</u> | | | | |
| 02/22/19 | C&R Fence Contractors Inc. | W | \$ <u>1,417.00</u> | |
| | | | | \$ 1,417.00 |
| 08/28/19 | Sandoval Fence | X | \$ <u>24,999.00</u> | |
| | | | | \$ 24,999.00 |

16. Management & Accounting

\$ - \$ -

TOTAL ROUTINE LEVEE MAINTENANCE \$ 288,264.44

B. LEVEE REHABILITATION

EXHIBIT INVOICE TOTAL

1. Hazard Mitigation Plan (HMP) Levee Improvements

| | | | | |
|------------------------------------------------------------------------|----|---|----|---|
| a. Raising Levee to 1.0' Freeboard Plus 0.5' Tolerance | \$ | - | \$ | - |
| b. Flattening Waterside Slopes to 1½:1 and/or Landside Slopes to 2:1 | \$ | - | \$ | - |
| c. Widening Levee Crown to 16' | \$ | - | \$ | - |
| d. Construction of Landside Berms for Stability | \$ | - | \$ | - |
| e. Construction of All-Weather Patrol Road, Levee Access Roads & Ramps | \$ | - | \$ | - |

TOTAL HMP LEVEE IMPROVEMENTS \$ -

2. Bulletin 192-82 Levee Work

| | | | | |
|--------------------------------------------------------------------------|----|---|----|---|
| a. Provide 1.5' Freeboard (Ag.) or 3.0' Freeboard (Urban) Plus Tolerance | \$ | - | \$ | - |
| b. Flattening Waterside Slopes to 3:1 | \$ | - | \$ | - |

| B. <u>LEEVE REHABILITATION (Cont.)</u> | <u>EXHIBIT</u> | <u>INVOICE</u> | <u>TOTAL</u> |
|---------------------------------------------------------------------|-----------------------------------------|-----------------------|------------------------|
| 2. Bulletin 192-82 Levee Work (Cont.) | | | |
| c. Re-widening of Levee Crown to 16' | | \$ - | \$ - |
| d. Reconstruction & Upgrading of All-Weather Patrol Roads | | \$ - | \$ - |
| e. Provide Turnouts, Access Roads & Ramps | | \$ - | \$ - |
| f. Relocation of Toe Ditches Resulting from 192-82 Work | | \$ - | \$ - |
| g. Replacement of Rock Protection Resulting from 192-82 work | | \$ - | \$ - |
| h. Levee Modifications Required by USACE for PL84-99 Compliance | | \$ - | \$ - |
| i. Construction of Landside Berms for Stability | | \$ - | \$ - |
| | TOTAL BULLETIN 192-82 LEEVE WORK | \$ | \$ - |
| 3. Other Rehabilitation Work | | | |
| | \$ | \$ | \$ - |
| | TOTAL OTHER REHABILITATION WORK | \$ | \$ - |
| | TOTAL LEEVE REHABILITATION | \$ | \$ - |
| | | | |
| C. <u>ENVIRONMENTAL MITIGATION</u> | <u>EXHIBIT</u> | <u>INVOICE</u> | <u>TOTAL</u> |
| 1. Permit Compliance, CEQA | | | |
| | | \$ - | \$ - |
| 2. Mitigation & Agreements | | | |
| 07/20/18 Kjeldsen, Sinnock and Neudeck Inc. | Y | \$ 185.00 | |
| 11/28/18 Kjeldsen, Sinnock and Neudeck Inc. | Y | \$ 1,637.50 | |
| 12/20/18 Kjeldsen, Sinnock and Neudeck Inc. | Y | \$ 386.25 | |
| 05/22/19 Kjeldsen, Sinnock and Neudeck Inc. | Y | <u>\$ 138.75</u> | |
| | | \$ | 2,347.50 |
| 3. Levee Enhancement & Vegetation Control | | | |
| | | \$ - | \$ - |
| 4. Other | | | |
| 07/20/18 Kjeldsen, Sinnock and Neudeck Inc. | Z | \$ 46.25 | |
| 08/30/18 Kjeldsen, Sinnock and Neudeck Inc. | Z | \$ 46.25 | |
| 09/26/18 Kjeldsen, Sinnock and Neudeck Inc. | Z | <u>\$ 42.50</u> | |
| | | \$ | 135.00 |
| | TOTAL ENVIRONMENTAL MITIGATION | \$ | <u>2,482.50</u> |
| | | | |
| D. <u>FEMA/OTHER (If Claimed for payment)</u> | <u>EXHIBIT</u> | <u>INVOICE</u> | <u>TOTAL</u> |
| 1. *FEMA Disaster Costs Submitted to DWR | | | |
| | | \$ - | \$ - |
| 2. Disaster Costs Claimed for payment by Subventions Program | | | |
| | | \$ - | \$ - |
| 3. High Water Event | | | |
| | | | |
| | TOTAL FEMA/OTHER | \$ | \$ - |

| |
|---------------------------|
| TOTALS BY CATEGORY |
|---------------------------|

| | |
|-----------------------------------------------------------|-----------------------------|
| A. ROUTINE LEVEE MAINTENANCE | \$ 288,264.44 |
| B. LEVEE REHABILITATION | \$ - |
| C. ENVIRONMENTAL MITIGATION | \$ 2,482.50 |
| D. FEMA/OTHER | \$ - |
| 2018-19 DELTA LEVEE SUBVENTION PROGRAM CLAIM TOTAL | <u>\$ 290,746.94</u> |

*FEMA Disaster Costs Submitted to DWR \$ -

LESS \$2,500 LEVEE MILE DISTRICT MAINTENANCE: 3.6 Levee Miles \$ (9,000.00)

AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$ 281,746.94

Exhibit D



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

2153-0110

August 27, 2019

Todd and Anna Bowman
7050 Bridgeport Drive
Stockton, CA 95219

**Re: Reclamation District No. 1608 – Lincoln Village West Inspection (RD 1608)
Index No 47, Lot 1560, 7050 Bridgeport Drive
APN 097-560-39**

Dear Mr. and Mrs. Bowman,

On March 27, 2019 I sent you a letter (attached) outlining conditions on your lot that violated RD 1608's Encroachment Standards. RD 1608 performed its inspection of its levee in January and February of this year. The inspection was performed to ensure compliance with the District standards so RD 1608 may more efficiently protect your home and others in emergency situations during high water events.

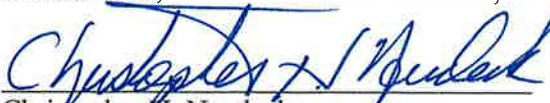
Our inspection showed that you have conditions on your lot that need attention and I asked that you get back with us within 7 days explaining your course of action to bring your lot into compliance. Numerous notifications have been given and inspections performed by the District Superintendent, Joe Bryson, to no avail. I have not heard from you, therefore I am proceeding to place you on next month's Board of Trustees agenda in order to have the Board, consider taking further action in order to get you to take the appropriate action.

It is important that you comply with the requirements set forth in the March 27, 2019 letter in order to provide RD 1608 personnel the ability to readily inspect your lot during high water events.

RD 1608 meets the 1st Wednesday of the month at 8:00 AM at the District Attorney's Office, Neumiller & Beardslee, located at 3122 West March Lane Suite 100.

If you have any questions please contact the undersigned.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.


Christopher H. Neudeck
RD 1608 District Engineer

w/enclosures

March 27, 2019 submittal

cc: Trustees (w/encl.)
Daniel J. Schroeder, Esq. (w/encl.)
Joe Bryson (w/encl.)
Jean Knight, Sec.
Elvia Trujillo, Asst Sec. (w/encl)



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

2153-0240

March 27, 2019

Mr. Todd Bowman
7050 Bridgeport Circle
Stockton, CA 95219

**Re: Reclamation District No. 1608 – Lincoln Village West
Annual Levee Inspection
7050 Bridgeport Circle
Index No. 47 Lot 1560
APN 097-560-39**

Dear Mr. Bowman,

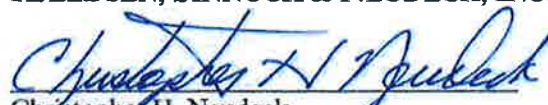
In January and February of this year the District Engineers, KSN, Inc., performed an inspection of the District's Levee. These inspections were performed to ensure compliance with the District Standards so that Reclamation District 1608 (RD 1608) may more efficiently protect your homes in emergency situations during high water events. The District Standards were adopted to establish guidelines for homeowners residing along the levee to follow in order to ensure all possible preventative measures are taken to maximize the District's flood protection ability and inspectability.

The inspection of your lot has shown that you have conditions which continue to violate the District Standards and require your immediate remediation. A copy of your inspection report, describing specifically what conditions require attention is attached for your information. The attached report lists your property's violations, including the specific section of the District Standards that has been violated. The Copello's, previous owners of your property were notified of the vegetation clearing requirement yet they did not comply.

It is important that the items listed on your inspection report be addressed immediately. Any violations not corrected within 90 days from receipt of this letter will be reported to the District Board and may lead to subsequent legal action in the future, per the District Standards. Please respond to this letter no later than 7 days from receipt hereof as to the schedule of your compliance and remedy. As I have notified you, this matter will be on the next available District Board meeting agenda for discussion. The RD 1608 Board meets the first Wednesday of the month at 8:00 am at the District attorney's office, Neumiller & Beardslee, located at 3121 West March Lane, Suite 100, (209) 948-2822.

If you have any questions please contact the undersigned.

Sincerely,
KJELDEN, SINNOCK & NEUDECK, INC.


Christopher H. Neudeck
RD 1608 District Engineer



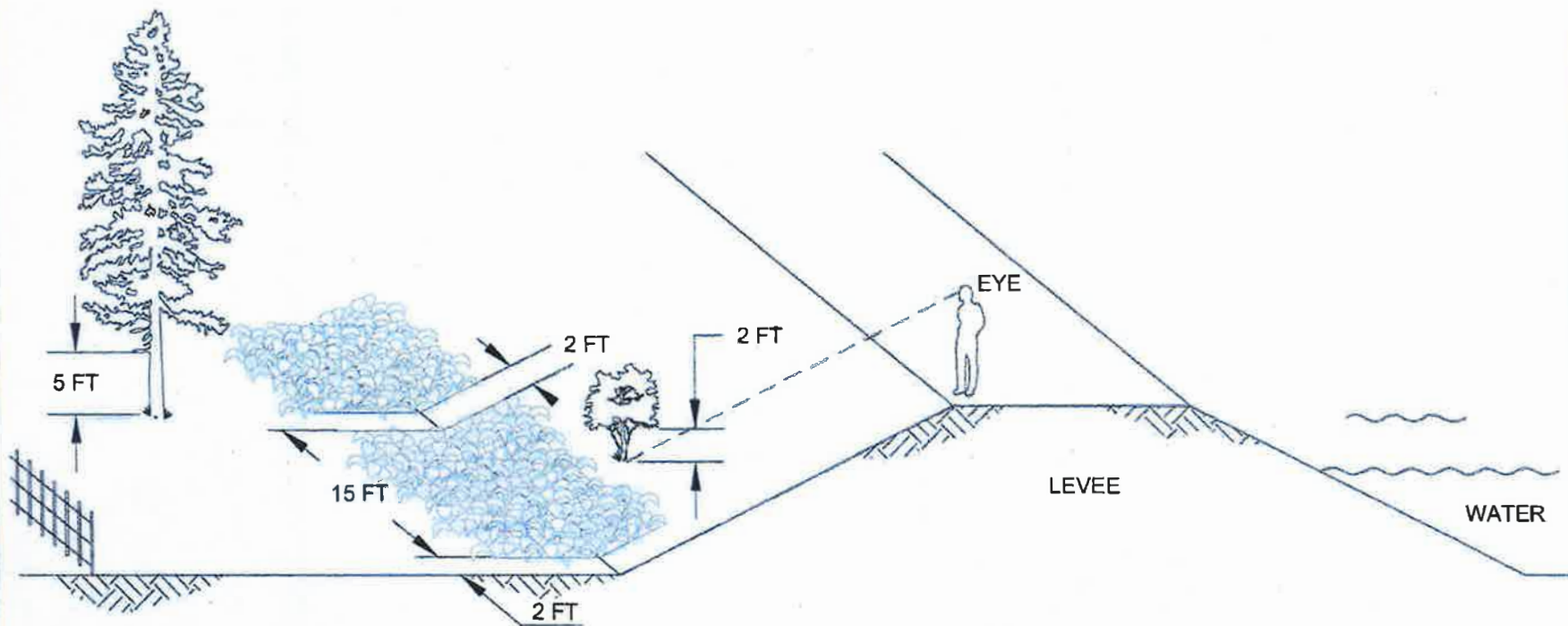
Todd Bowman
March 27, 2019
Page 2 of 2

W/enclosures

**KSN, Inc. 02/15/19 Inspection Report
General Vegetation Requirements
KSN, Inc. 02/15/19 Photographs with Notes**

**cc: Trustees (w/encl.)
Daniel J. Schroedeer, Esq. (w/encl.)
Joe Bryson (w/encl.)
Jean Knight, Sec. (w/encl.)**

GENERAL VEGETATION REQUIREMENTS



NOTES:

FOR ALL PERMITTED ENCROACHMENTS:

1. TREES TRIMMED MINIMUM 5 FEET FROM GROUND EVERYWHERE.
2. SHRUBS TRIMMED MINIMUM 2 FEET FROM GROUND EVERYWHERE.
3. SHRUBS LESS THAN 2 FEET TALL PROVIDE HORIZONTAL GAPS OF 2 FT IN WIDTH EVERY 15 FEET TO ALLOW VISUAL INSPECTION.
4. FENCE: SEE THROUGH (i.e. CHAIN LINK, WOODEN SLATS EVERY OTHER, ETC.)

SAMPLE



7050 Bridgeport Circle

The Copello's, previous owners of this property were notified that the 'two foot' rule for clearing vegetative hedgerows is required to inspect the levee toe. No action was taken on their part to remedy the vegetation violation.

Clear all undergrowth from hedge within 2 feet of the ground to allow visibility through the hedge and inspection of the levee toe.



Exhibit E



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

2153-0110

August 27, 2019

Mr. Charles & Farley Staniec
6347 Embarcadero Drive
Stockton, CA 95219

**Re: Reclamation District No. 1608 – Lincoln Village West Inspection (RD1608)
Index No 1, Lot 2109, 6347 Embarcadero Drive
APN 098-320-29**

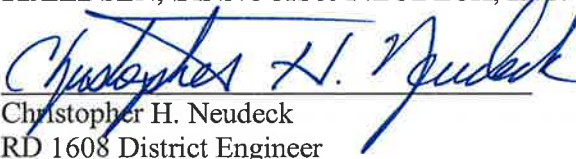
Dear Mr. Staniec,

On March 28, 2019 I sent you a letter (attached) outlining conditions on your lot that violated RD 1608's Encroachment Standards. RD 1608 performed its inspection of its levee in January and February of this year. The inspection was performed to ensure compliance with the District standards so RD 1608 may more efficiently protect your home and others in emergency situations during high water events.

Our inspection showed that you have vegetation on your lot and old, unpermitted improvements that needed attention and a permit application. I have in hand the historical files over the past two years documenting the required permits for your improvements on the District's levee and I still have issue with the same items as before. The vegetative cover on your lot inhibits inspectability by our District Superintendent, Joe Bryson.. Additionally, the old wooden structures on the waterside slope require either obtaining a permit for their presence or removal from the premises. In early May, a follow-up inspection of your property was provided by a KSN Inspector Aaron Lickingteller and the District Superintendent Joe Bryson and yet the situation is unchanged. I ask that you get back to me within 7 days of the receipt of this letter so that I can arrange a meeting with you, myself and the District Superintendent, Joe Bryson, to discuss means and methods to thin out some of the vegetation on your lot. It is important that you comply with the District's clearing requirements set in order to provide District personnel the ability to readily inspect your lot during high water events.

If you have any questions please contact the undersigned.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.


Christopher H. Neudeck
RD 1608 District Engineer

w/enclosures

March 28, 2019 submittal

cc: Trustees (w/encl.)
Daniel J. Schroeder, Esq. (w/encl.)
Joe Bryson (w/encl.)
Jean Knight, Sec. (w/encl.)
Elvia Trujillo, Asst Sec. (w/encl.)



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

2153-0240

March 28, 2019

Mr. Charles Staniec
6347 Embarcadero Drive
Stockton, CA 95219

**Re: Reclamation District No. 1608 – Lincoln Village West
Annual Levee Inspection
6347 Embarcadero Drive
Index No. 1 Lot 2109
APN 098-310-08**

Dear Mr. Staniec,

In January and February of this year the District Engineers, KSN, Inc., performed an inspection of the District's Levee. These inspections were performed to ensure compliance with the District Standards so that Reclamation District 1608 (RD 1608) may more efficiently protect your homes in emergency situations during high water events. The District Standards were adopted to establish guidelines for homeowners residing along the levee to follow in order to ensure all possible preventative measures are taken to maximize the District's flood protection ability and inspectability.

The inspection of your lot has shown that you have conditions which you continue to violate the District Standards and require your immediate remediation. A copy of your inspection report, describing specifically what conditions require attention is attached for your information. The attached report lists your property's violations, including the specific section of the District Standards that has been violated. We communicated this concern with you last year but never found a convenient time to meet with you to discuss the management of vegetation on the landside slope of the District's levee on your lot. We need to schedule an agreeable time between 7am to 5pm, Monday through Friday, to conduct a joint inspection with you to resolve these violations.

It is important that the items listed on your inspection report be addressed immediately. Any violations not corrected within 90 days from receipt of this letter will be reported to the District Board and may lead to subsequent legal action in the future, per the District Standards. Please respond to this letter no later than 7 days from receipt hereof as to the schedule of your compliance and remedy. As I have notified you, this matter will be on the next available District Board meeting agenda for discussion. The RD 1608 Board meets the first Wednesday of the month at 8:00 am at the District attorney's office, Neumiller & Beardslee, located at 3121 West March Lane, Suite 100, (209) 948-2822.

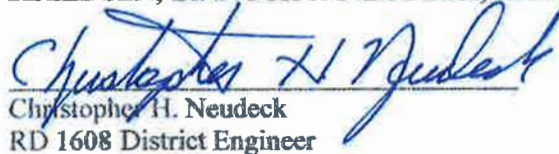
The conditions existing on your property that violate the District Standards are two-fold and pertain to both the vegetative growth on the waterside levee slope and the unpermitted structures currently existing on the waterside levee slope. In an attempt to assist you in finding a remedy to the violation observed on your property, we have attached photos of the areas violating District Standards to this letter. Please review these violations and formulate a plan to remedy them in a timely manner



Charles Staniec
March 27, 2019
Page 2 of 2

If you have any questions please contact the undersigned.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.


Christopher H. Neudeck
RD 1608 District Engineer

W/enclosures

KSN, Inc. 02/15/19 Inspection Report
General Vegetation Requirements
KSN, Inc. 02/15/19 Photographs with Notes

cc: Trustees (w/encl.)
Daniel J. Schroedeer, Esq. (w/encl.)
Joe Bryson (w/encl.)
Jean Knight, Sec. (w/encl.)

**LEVEE INSPECTION REPORT
SOUTHWEST LEVEE
FEBRUARY 2019**

Index No. 01 Lot 2109

Assessor's Parcel No. 098-310-08

Owner: Staniec, Charles & J Farley
Address: 6347 Embarcadero Drive, Stockton, CA 95219
Phone: (209) 298-5215
Email: Stancon@pacbell.net
Property Site: Same

Encroachments: Permit issued September 1993 for the following items:

- Wooden fence on landside levee slope
- Wooden steps on both landside and waterside levee slopes
- Concrete gravel on levee crown road surface
- Sprinklers and landscaping on both landside and waterside levee slopes
- Concrete slabs/steps on waterside levee slope
- Short, wooden retaining walls on both landside and waterside levee slopes
- Electrical box and light poles on waterside levee slope
- Dilapidated wooden enclosure on waterside slope
- Dense hedge at top of landside slope
- Dense hedge on waterside slope along top of rip rap

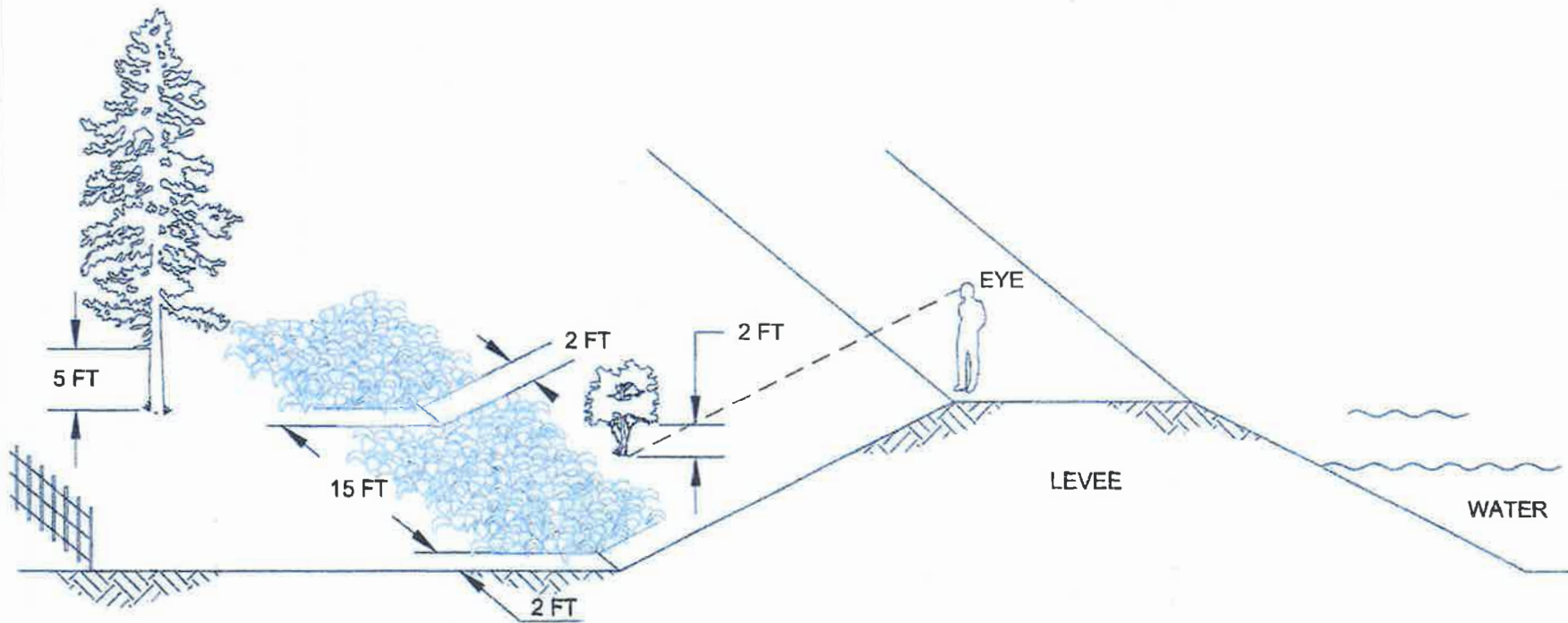
NOTES

- **IN VIOLATION OF CURRENT STANDARDS – VEGETATION.** See Ch. 6, Section 6.03, "General Vegetation Standards", 6.03.F, "Proposed location of vegetation...in the sole discretion of Reclamation District 1608." And Section 6.04.C, "Plants will be trimmed and maintained to allow maximum visibility for inspection of the levee slope and toe areas."

Covered under separate Permit

- Dock

GENERAL VEGETATION REQUIREMENTS



NOTES:

FOR ALL PERMITTED ENCROACHMENTS:

1. TREES TRIMMED MINIMUM 5 FEET FROM GROUND EVERYWHERE.
2. SHRUBS TRIMMED MINIMUM 2 FEET FROM GROUND EVERYWHERE.
3. SHRUBS LESS THAN 2 FEET TALL PROVIDE HORIZONTAL GAPS OF 2 FT IN WIDTH EVERY 15 FEET TO ALLOW VISUAL INSPECTION.
4. FENCE: SEE THROUGH (i.e. CHAIN LINK, WOODEN SLATS EVERY OTHER, ETC.)

SAMPLE



6347 Embarcadero Drive

The Staniecs were notified last year to trim their vegetation on all bushes within 2 feet of the ground to allow for inspection of the levee slope. In addition to vegetation violations, unpermitted encroachments existed on their property, which included light poles, electrical, and a dilapidated wooden structure on the waterside slope's western edge.

Light pole requires encroachment permit.



Wooden structure requires encroachment permit.





Trees require trimming of all branches within 5 feet of the ground.

Bushes and shrubs require trimming all vegetative cover within 2 feet of the ground.



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

2153-0240

April 13, 2018

Mr. Charles & Farley Staniec
6347 Embarcadero Drive
Stockton, CA 95219

**Re: Reclamation District no. 1608 – Lincoln Village West Inspection
Index No XX Lot XXX, 6347 Embarcadero Drive
APN 098-320-29**

Dear Mr. Staniec,

In January and February of this year the District Engineers, KSN, Inc., performed an inspection of the District Levee. These inspections are performed to ensure compliance with the District Standards so that Reclamation District 1608 (RD 1608) may more efficiently protect your homes in emergency situations such as levee breaches during high water events. The District Standards were adopted to establish guidelines for homeowners residing along the levee to follow in order to ensure all possible preventative measures are taken to maximize the District's flood protection ability.

The inspection has shown that you have conditions which violate the District Standards and require a permit. A copy of your inspection report, describing specifically what existing conditions require remediation is attached for your information. The report lists your property's encroachments onto the District property which, unless stated in the report, do not require any action on your part. In addition, the report lists your property's violations, including the specific section of the District Standards that has been violated and what conditions require a permit.

It is important that all Encroachments onto District property be permitted. This provides correct and current information as to the extent of development onto the levee. It also ensures that the District Engineers have provided a thorough review of all Encroachments to determine whether or not they degrade the current protection levels provided by the District Levees or impede the ability of the District to inspect prior to, and during, high water events.

Additionally, it is important that all violations of District Standards be addressed immediately, as ongoing violations will be reported to the District Board and may lead to subsequent legal action in the future, per the District Standards. Please respond to this letter no later than 7 days from receipt hereof as to the schedule of your compliance. As I have notified you, this matter will be on the next available District Board meeting agenda for discussion and remedy. The RD 1608 Board meets the first Wednesday of the month at 8:00 am at the District attorney's office, Neumiller & Beardslee, located on the fifth floor of 509 West Weber Avenue.

RD 1608 Levee Encroachment Standards and Permit Applications can be found at www.RD1608.com. In addition, we have attached a blank application form.



If you have any questions please contact the undersigned.

Sincerely,
KJELDTSEN, SINNOCK & NEUDECK, INC.


Christopher H. Neudeck
RD 1608 District Engineer

W/enclosures

**KSN, Inc. 02/15/18 Inspection Report
General Vegetation Requirements
KSN, Inc. 02/15/2018 Photographs With Notes
RD 1608 Application for Permit of Encroachments**

**cc: Trustees (w/encl.)
Daniel J. Schroedeer, Esq. (w/encl.)
Joe Bryson (w/encl.)
Jean Knight, Sec. (w/encl.)**



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

2153-0240

June 08, 2018

Mr. Charles & Farley Staniec
6347 Embarcadero Drive
Stockton, CA 95219

**Re: Reclamation District No. 1608 – Lincoln Village West Inspection (RD1608)
Index No 1, Lot 2109, 6347 Embarcadero Drive
APN 098-320-29**

Dear Mr. Staniec,

On April 13, 2018 I sent you a letter (attached) outlining conditions on your lot that violated RD 1608's Encroachment Standards. RD 1608 performed its inspection of its levee in January and February of this year. The inspection was performed to ensure compliance with the District standards so RD 1608 may more efficiently protect your home and others in emergency situations during high water events.

Our inspection showed that you have vegetation on your lot and unpermitted improvements that needed attention and a permit application. Upon further research I have located the historical files documenting the permits for your improvements on the District's levee yet I still have an issue with some of the vegetation cover. The vegetative cover on your lot has gotten to the point that it inhibits inspectability by our District Superintendent. I ask that you get back to me within 7 days of the receipt of this letter so that I can arrange a meeting with you, myself and the District Superintendent, Joe Bryson, to discuss means and methods to thin out some of the vegetation on your lot. It is important that you comply with the District's clearing requirements set in order to provide District personnel the ability to readily inspect your lot during high water events.

If you have any questions please contact the undersigned.

Sincerely,
KJELDEN, SINNOCK & NEUDECK, INC.


Christopher H. Neudeck
RD 1608 District Engineer

w/enclosures

April 13, 2018 submittal

cc: Trustees (w/encl.)
Daniel J. Schroeder, Esq. (w/encl.)
Joe Bryson (w/encl.)
Jean Knight, Sec. (w/encl.)





| | | | | | | | | |
|-------------------|--------------------------------------------------------------------------------------|---------------------------------------|-----------|-----------|--|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Embarcadero Drive | John & Kathryn Flanagan | Encroachments (landside) | 4/18/2018 | | | 5/14/2018 | permit for the unpermitted concrete steps, retaining wall, and artificial turf. Will be submitting encroachment permit application for approval to the Board of Trustees on Wednesday June 6, 2018. Board of Trustees approved applications. Approval letter sent 7/27/18 | complies |
| Embarcadero Drive | Charles & Farley Staniec 916-233-8191 | Encroachments (everything) | 4/13/2018 | | | 6/8/2018 | 8/26/18 Chuck called and CHN returned his call and left message for Chuck to call CHN back to speak with directly with him. Chuck indicated that he would clean up the vegetation on his lot but as of 8/27/18 he had not done anything vegetation pruning. I spoke with Chuck today and reminded him that we need to schedule and inspection to evaluate how to clear his lot for inspectability purposes. Chuck just opened a new shop in Dublin and he leaves for work at 6:30 AM and does not get home till 7:00 PM CHN will schedule a late | Everything is still wrong. See hyperlink. |
| Embarcadero Drive | Embarcadero West Condos - Care of: Associa; ATTN: Diane Eppler 209-644-4332 | Vegetation & Encroachments (landside) | 4/13/2018 | 4/23/2018 | | | D. Eppler left msg re violation notice. 4/24/18 CHN returned call, left msg and is waiting response to discuss. 4/25/18 D Eppler agreed to have veg trimmed & is preparing permit form, but would like more info on preparing it. Will have CHN call to discuss. 7/25 Spoke to Diane and they have completed w/vegetation clearing, but have not had plans drawn up for encroachments and doesn't know who to call for engineering. 8/24/18 VLF spoke to Diane re plans for stairwell. She's | Vegetation needs trimming. CHN spoke with Diane Eppler, property manager on 11/6/18 and she indicated that their engineering consultant is in the process of drawing up the necessary drawings and permit |

Exhibit F

Chris Neudeck

From: Jacob Bejarano
Sent: Wednesday, August 28, 2019 7:26 AM
To: Chris Neudeck
Cc: Wendy L. Fuerte
Subject: RD1608 LVW Sed. Removal Progress Update

SEDIMENT REMOVAL PROJECT

TASK 1: PROJECT MANAGEMENT & DESIGN

TASK BUDGET STATUS: \$48,923 (72% of task budget)

PM:

- Responses to permit questions and consultant coordination
- The Project Biologist has completed her scope, however is still supporting the project by providing responses to the permit inquiries. Further she will perform all the environmental clearances outlined in the CDFW agreement and anticipate a scope adjustment for Moore Biological. It is difficult to quantify her permit assistance effort and therefore recommend the she bill T&M to support the project permitting phase. As the project moves to construction, we will have a firm understanding of her effort and submit a scope and fee, for Board consideration, to complete the project environmental clearance work.

TASK 2: SURVEY & MAPPING

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

- No survey effort this period

TASK 3: ENVIRONMENTAL ASSESSMENTS & DOCUMENTATION

TASK BUDGET STATUS: \$89,815 (107% of task budget)

- No activity

TASK 4: DREDGING OPERATIONS SUPPORT & PERMITTING

TASK BUDGET STATUS: \$127,045 (66% of task budget)

Permitting:

- Central Valley Flood Control Board: Obtained approval as a Maintenance Dredging Project. **(Status: Completed)**
- State Lands Commission (SLC): Provided additional information (May 2019); the application is under review and scheduled to appear on the SLC agenda on October 24th. **(Status: Awaiting SLC Meeting)**
- Ca. Dept. Fish & Wildlife (CDFW): **(Status: Waiting for CDFW review of KSN/Design Team comments)**
 - KSN has received the DRAFT Streambed Alteration Agreement. CDFW agreements tend to sneak in unreasonable conditions however allows the permittee to review and comment on the terms. A coordination effort is underway to review and respond to the terms of the agreement. A response to the agreement is anticipated to be sent by September 9th.
 - Numerous Preconstruction Environmental monitoring surveys, worker awareness training and environmental coordination/reporting to CDFW requires additional effort from the Project Biologist.
 - KSN has prepared a response to the DRAFT CDFW Agreement to modify unnecessary conditions, the comments were transmitted to CDFW and CDFW has responded with an anticipated review by Mid-September.
- US Army Corps of Engineers (USACE): **(Status: Waiting for NMFS Section 7 determination to proceed with permit)**

- KSN coordinated with the USACE and provided Section 106 cultural review documentation. The documentation has been deemed adequate in their initial review however it is anticipated that a larger effort may be requested at a future date. The recent approval to contract with SAS will be held until notified by the USACE.
 - The Section 7 consultation has been initiated. KSN/AWR has coordinated and provided answers to an initial round of questions provided by the National Marine Fisheries Service (NMFS).
 - AWR has coordinated a request from the Water Board and obtained concurrence from the USACE that a 404 permit will not be issued.
- Ca. Water Resource Control Board (SWRCB): **(Status: Authorized to Dredge, ongoing monitoring and reporting)**
- AWR has coordinated a request from the Water Board. The Water Board issues 401 Water Quality Certifications, when triggered by a 404 Permit issued by the USACE, when it is determined that fill material, including incidental fill, will be placed within Waters of the State. AWR has reached out requesting concurrence from the USACE, indicating that a 404 permit is not applicable due to the dredging method and coverages obtained from applying for a Nation Wide Permit 35. The USACE has provided correspondence of concurrence allowing the further processing of the Water Board Application.
 - The Water Board has received concurrence that the USACE will not issue a 404 permit, and as a result has provided the determination that the project is indeed a Maintenance Dredging Project and will be reviewed under the Maintenance Dredging General Order.

TASK 5: CONSTRUCTION MANAGEMENT & DREDGING

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

- No Activity



Jacob Bejarano
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SEPTEMBER 2019 LEVEE SUPERINTENDENT JOE BRYSON 1608

- 1.** Levee patrol from station 00.+ thru 180.+ . Checked and cleaned pump station four times.
- 2.** Homeless at 24 Hour Fitness. Joe Golden Stockton Record article, girl, dogs.
- 3.** We finished all crack filling and black topping on levee roads.
- 4.** Dog at Marina.
- 5.** Five Mile Slough no more ducks, bad water.
- 6.** New homeowner moving in over holiday.
- 7.** New wench devises helped us remove a large tree. Last time I broke the line.
- 8.** Removed a lot of debris from North West levee.
- 9.** Will. start removing large tree this week, North East levee.
- 10.** We had two dumpster loads last month. Only charged for one.
- 11.** I will be going thru South West levee this month.

RECLAMATION DISTRICT 1608
FINANCIAL REPORT - SEPTEMBER 4, 2019
% OF FISCAL YEAR ELAPSED THROUGH AUGUST 31, 2019 - 16.67%

| Budget Item | Budget Amount | Expended MTD | Expended YTD | % YTD |
|---------------------------------------------------------|---------------------|--------------------|--------------------|--------------|
| Operations & Maintenance Expenses | | | | |
| Levee Superintendent | \$70,500.00 | \$6,552.00 | \$13,299.00 | 18.86% |
| Part Time Employees | 23,000.00 | 1,417.50 | 3,112.50 | 13.53% |
| Payroll Taxes and Expenses | 23,000.00 | 1,551.82 | 2,029.53 | 8.82% |
| Fences & Gates | 50,000.00 | 407.30 | 535.07 | 1.07% |
| Locks & Signs | 1,500.00 | 0.00 | 0.00 | 0.00% |
| Weed and Rodent Control & Clean up | 14,000.00 | 326.96 | 418.00 | 2.99% |
| Levee Repair Fund (General Operations & Maintenance) | 50,000.00 | 930.44 | 4,886.60 | 9.77% |
| Levee Repair Fund (Levee Capital Improvement Projects) | 100,000.00 | 0.00 | 0.00 | 0.00% |
| Special Projects (Sediment Removal Project) | 0.00 | 0.00 | 0.00 | 0.00% |
| Pump System Maintenance | 2,000.00 | 32.46 | 65.14 | 3.26% |
| Wireless Services (Cell and Mobile Computer) | 1,800.00 | 121.00 | 267.32 | 14.85% |
| Emergency Equipment & Supplies | 1,000.00 | 0.00 | 0.00 | 0.00% |
| Garbage Service | 5,500.00 | 150.00 | 300.00 | 5.45% |
| District Vehicle (Fuel, Maintenance and Repairs) | 3,500.00 | 218.30 | 488.13 | 13.95% |
| TOTAL | \$345,800.00 | \$11,707.78 | \$25,401.29 | 7.35% |
| General Expenses | | | | |
| Trustee Fees | \$9,500.00 | \$740.25 | \$1,233.75 | 12.99% |
| Secretary Fees | 10,000.00 | 780.00 | 1,560.00 | 15.60% |
| Office Expenses (includes storage facility) | 1,000.00 | 0.00 | 0.00 | 0.00% |
| General Legal | 55,000.00 | 2,181.05 | 6,459.15 | 11.74% |
| Audit | 4,200.00 | 185.00 | 185.00 | 4.40% |
| County Administration Costs | 7,250.00 | 0.00 | 0.00 | 0.00% |
| Property and Liability Insurance | 9,500.00 | 0.00 | 0.00 | 0.00% |
| Workers Compensation Insurance | 8,000.00 | 472.92 | 945.84 | 11.82% |
| Election Costs | 26,000.00 | 0.00 | 0.00 | 0.00% |
| Newsletters & Public Communications | 12,000.00 | 0.00 | 60.00 | 0.50% |
| TOTAL | \$142,450.00 | \$4,359.22 | \$10,443.74 | 7.33% |
| Engineering Expenses | | | | |
| General Engineering | \$22,000.00 | \$1,215.00 | \$5,439.35 | 24.72% |
| Plan Review Engineering | 40,000.00 | 324.00 | 5,413.73 | 13.53% |
| Administration of Delta Levee Subventions Program | 25,000.00 | 3,727.50 | 6,463.75 | 25.86% |
| Periodic Levee Property Inspections and Surveys | 25,000.00 | 0.00 | 0.00 | 0.00% |
| Routine Levee Maintenance Consultation | 10,000.00 | 1,186.50 | 3,926.20 | 39.26% |
| Engineering, Mgmt & Inspection of Capital Imp. Projects | 35,000.00 | 0.00 | 0.00 | 0.00% |
| DWR 5 Year Plan | 50,000.00 | 2,248.75 | 3,062.50 | 6.13% |
| Miscellaneous Expenses (e.g. travel) | 0.00 | 0.00 | 0.00 | 0.00% |
| Assessment Engineering | 2,100.00 | 1,021.44 | 1,111.44 | 52.93% |
| Sediment Removal Project | 200,000.00 | 2,155.85 | 10,007.97 | 5.00% |
| TOTAL | \$409,100.00 | \$11,879.04 | \$35,424.94 | 8.66% |
| Warrant Interest Expenses | | | | |
| Warrant Interest Expense | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| TOTAL | \$0.00 | 0.00 | \$0.00 | 0.00% |
| TOTAL EXPENDITURES | \$897,350.00 | \$27,946.04 | \$71,269.97 | 7.94% |

| Budget Item | Anticipated Income | Income MTD | Income YTD | % YTD |
|-----------------------------|-------------------------------|-----------------------|-----------------------|--------------|
| Income | | | | |
| Property Taxes | \$208,120.00 | \$0.00 | \$0.00 | 0.00% |
| Interest Income | 23,000.00 | 10,766.00 | 10,766.00 | 46.81% |
| Assessments | 298,000.00 | 0.00 | 0.00 | 0.00% |
| Subvention Reimbursement | 200,000.00 | 0.00 | 0.00 | 0.00% |
| Other Reimbursable Expenses | 50,000.00 | 0.00 | 0.00 | 0.00% |
| Totals | \$779,120.00 | \$10,766.00 | \$10,766.00 | 1.38% |

| Cash On Hand | |
|----------------------------------------------------|------------------------------|
| Cash Balance as of July 1, 2019 | \$2,188,490.31 |
| Revenues (YTD), as of July 31, 2019 | 10,766.00 |
| Bank of Stockton Account Balance - August 30, 2019 | 24,792.93 |
| Expenses (YTD), as of July 31, 2019 | 42,531.72 |
| TOTAL CASH | <u>\$2,181,517.52</u> |

Cash On Hand (Exclusive of Reserves) \$2,181,517.52

5-Year Plan PFA \$37,500.00

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

Reclamation District 1608
September, 2019 Bills

| NAME | INVOICE # | AMOUNT | TOTAL \$ | WARRANT # | CHECK # | SUBVENTION FUND |
|-----------------------------------|---------------|-------------|-------------|-----------|---------|-----------------|
| Michael Panzer | Trustee Fee | \$246.75 | | 6225 | | |
| | | | \$246.75 | | | |
| Brett Tholborn | Trustee Fee | \$246.75 | | 6226 | | |
| | | | \$246.75 | | | |
| Dan MacDonnell | Trustee Fee | \$246.75 | | 6227 | | |
| | | | \$246.75 | | | |
| Jean Knight | Secretary Fee | \$780.00 | | 6228 | | |
| | | | \$780.00 | | | |
| Neumiller & Beardslee | 301310 | \$2,181.05 | | 6229 | | |
| | | | \$2,181.05 | | | |
| Kjeldsen, Sinnock & Neudeck | 25953-25959 | \$11,879.04 | | 6230 | | |
| | | | \$11,879.04 | | | |
| Void | | | | 6231 | | |
| BPM | 36193272 | \$841.25 | | 6232 | | |
| | | | \$841.25 | | | |
| Croce, Sanguinetti & Vander Veen | 9916 | \$185.00 | | 6233 | | |
| | | | \$185.00 | | | |
| PG&E | 3246 | \$32.46 | | 6234 | | |
| | | | \$32.46 | | | |
| State of California Payroll Taxes | | \$482.95 | | | online | |
| | | | \$482.95 | | | |
| Federal Government Payroll Taxes | | \$2,324.96 | | | online | |
| | | | \$2,324.96 | | | |
| Bank of Stockton Visa | | \$3,732.30 | | | online | |
| | | | \$3,732.30 | | | |
| | | | | | | |

