

**MEETING AGENDA FOR
RECLAMATION DISTRICT NO. 1608
BOARD OF TRUSTEES REGULAR MEETING
8:00 A.M. JANUARY 4, 2023**

**NEUMILLER & BEARDSLEE
3121 WEST MARCH LANE, SUITE 100
STOCKTON, CA 95219**

Call to Order.

Roll Call.

Agenda Items.

1. Public Comment. Under Government Code Section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda as it is taken up.
2. Approval of Minutes. Minutes of the regular meeting of December 9, 2022.
3. Financial Report. Review, discuss, and accept financial report.
4. Prop 218 Assessment. Review, discuss, provide direction for Prop 218 outreach.
5. Engineer's Report. Discussion and possible action.
 - A. AC repairs resultant from Rock Slope Protection project under the Levee Maintenance Project for Fiscal Year 2022-2023
 - B. Levee related repair plans for all weather road surfacing in specific areas of the levee reach at the Southwest Quadrant
6. Emergency Operation Plan and Flood Contingency Map. Discussion and Possible Action to Approve Updates to District's Emergency Operation Plan and Flood Contingency Map
7. 2022 Census of Governments. Discussion and Possible Action to Authorize District Staff to Complete the 2022 Census of Governments.
8. Levee Superintendent Report. Request for directions and approvals.
9. Report by Trustees on meetings attended and up coming meetings. Request for direction.
10. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.
11. Discussion and direction on Short-Term and Long-Range Goals.
12. District Calendar. Discussion and direction.
 - a. Next meeting February 1, 2023

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

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 3121 West March Lane, Suite 100, Stockton, California during normal business hours.

13. Correspondence.

14. Approval of Bills.

15. Staff Reports.

(a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 3121 West March Lane, Suite 100, Stockton, California, at least seventy-two (72) hours preceding the meeting.

16. Adjournment.

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**AGENDA PACKET
RECLAMATION DISTRICT 1608
JANUARY 4, 2022**

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

ITEM 2

**MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES
FOR RECLAMATION DISTRICT 1608
HELD ON WEDNESDAY, DECEMBER 9, 2022**

A Regular Meeting of the Board of Trustees of Reclamation District 1608 was called to order at 8:00 a.m. by Trustee Dan MacDonnell on December 9, 2022, at the law offices of Neumiller & Beardslee, 3121 W. March Lane, Suite 100, Stockton, California.

TRUSTEES PRESENT

DAN MacDONNELL
DOTTIE LOFSTROM

OTHERS PRESENT

CHRIS NEUDECK
ANDY PINASCO
ELVIA TRUJILLO
CLAUDE PELLARIN
JOHN PELLARIN
DOMINICK GULLI
BRENNNA HOWELL
LIZ RAMOS
KIM FLOYD

ABSENT

MICHAEL PANZER
JOE BRYSON

1. **Public Comment.** Dominick Gulli made comments opposing the Smith Canal gate.
2. **Emergency Operations Plan and Flood Contingency Map.** Discussion and Possible Action to Approve Updates to District's Emergency Operation Plan and Flood Contingency Map.

Chris Neudeck reported The San Joaquin County Office of Emergency Services received a grant to update emergency operation plans and bring them current to the NIMS and SIMS standards and to include more updated maps. He introduced Brenna Howell from Howell Consulting and Elizabeth Ramos from KSN who have both been working on updating the Emergency Plan. Ms. Howell and Ms. Ramos went through the Emergency Operations Plan and will be finalizing and submitting it to San Joaquin County. They explained that in creating this Emergency Plan, they took what was the national standard and developed this document. They have done this in 75 districts in the State and the Department of Water Resources accepts these wholeheartedly because they know everything is in compliance. They noted the QR codes on Page 8 are automatically linked to the California data exchange center for ease of use. Also discussed, in case of

an emergency the Incident Commander for Reclamation District 1608 will be District Engineer Chris Neudeck. Also of importance is Section 3.2.1 related to emergency expenditures which states “*RD 1608 Incident Commander is authorized to make the necessary expenditures or contracts required to correct threats to levee integrity upon consultation with Board President as soon as feasible.*” In the event Board members are not available in an emergency event, this document gives authority to the Incident Commander to act on behalf of the District. Designation of a meeting place was also discussed. Claude Pellarin and John Pellarin would allow RD 1608 to use the Marina as a meeting place in case of an emergency. Brenna Howell recommended having a Memorandum of Understanding with the Pellarins for this situation to be able to reimburse any expenses in case of an emergency. It was also suggested having at least one Board member receive training as specified on Page 27 of the Emergency Operations Plan. The last item discussed was a map that was placed on the wall. This map is a working plan to be used by several agencies to roll out on the truck and get a game plan, specifically on this District. This Emergency Operations Plan is the document the District will be using moving forward. San Joaquin County will maintain these online and can be updated every three years.

3. **Prop 218 Assessment. Review, discuss, provide direction for Prop 218 outreach.**

a. Review Fact Sheet for Reclamation District 1608. Ms. Floyd gave an oral and written report on the Fact Sheet. Discussion followed.

b. Review and approve welcome letter for new homeowners. Ms. Floyd reported that after another round of edits, the letter to the new homeowners was completed. Discussion followed.

There was discussion of whether to bring the fact sheet and the homeowner letter to the full Board or only to the subcommittee for final approval. Trustee Lofstrom said that typically in an effort to save time, approval has been given by the subcommittee. She also stated that the subcommittee would remain aware that the Board would like approval with the understanding that due to timing, it may not always be possible to have Board review. She suggested to continue bringing these structural pieces to the Board as the Prop 218 election approaches and get some delegation of authority from the Board. At this point it is the Board’s desire to have them brought to the Board for approval and as things progress, there may be more flexibility.

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board Trustees of Reclamation District 1608, that the Welcome Letter to new homeowners and the Fact Sheet be approved as presented.

c. Stakeholder Interviews. No report given.

4. **Approval of Minutes.** Minutes of District meetings of November 2, 2022. The Trustees reviewed the minutes. After review,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board Trustees of Reclamation District 1608, that the minutes of the November 2, 2022, Board Meetings be approved.

5. **Financial Report.** Review, discuss, and accept financial report. District Secretary Elvia Trujillo presented an oral and written report. After review,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the Final Financial presented at the December 9, 2022, meeting be approved.

6. **Engineer's Report.**

- (a) Review status of Rock Slope Protection project under the Levee Maintenance Project for Fiscal Year 2022/2023 by FORD Construction.

Mr. Neudeck provided a written and oral report on the Rock Slope Protection Project indicating that the project will be completed as of this weekend. Mr. Neudeck stated that, unfortunately, due to the heavy trucks transporting the rocks, there was substantial damage to the asphalt on the southern end of the Pellarin's property. In order to repair the damage done, the amount Mr. Neudeck would like to get budgeted for the repair is \$60,000 for a change order from FORD Construction. There will also be repairs that will be covered by FORD Construction and not the District. If approved at this meeting, FORD Construction can proceed immediately by Tuesday. It is important get the south end repaired as soon as possible since there is no access through the north ramp due to work in that area that had already started. Mr. Neudeck said we need to get the Pellarin's property in the order it was before the damage occurred since it is property the District counts on for flood protection. After further discussion,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608, to add late agenda item in accordance with Government Code Section 54954.2 to consider approval of a Change Order from FORD Construction for emergency work to repair access to levee.

It was moved, seconded (D. MacDonnell/D. Lofstrom) and unanimously carried by the Board of Trustees of Reclamation District 1608, to approve emergency work to repair access to the levee in the amount of not to exceed \$60,000, direct District Engineer to move forward, and authorize a Trustee to sign on behalf of District.

(b) Discussion and Possible Action to Authorize KSN, Inc. to put bid out for repair of all-weather road surfacing on levee in Southwest Quadrant of District.

Mr. Neudeck provided a written and oral report on the repair expenses for the all-weather road surfacing on levee in the Southwest Quadrant included in Exhibit B of his written report and requested authorization to go out to bid on this project. After discussion,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608, to authorize KSN to go out to bid on project and bring back budget amendment to next Board meeting.

(c) Discussion and Possible Action to Authorize District Employees to Repair Hinges on Gates. Mr. Neudeck provided a written and oral report. He referenced Exhibit B of his report outlining the cost for repairing hinges on eight gates with labor being done by the District's employees. After discussion,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608, to authorize District employees to repair hinges on eight gates.

7. **Levee Superintendent Report. Request for directions and approvals.**
Mr. Bryson was not able to attend the meeting and there was no written report.
8. **Report by Trustees on Meetings attended and up-coming meetings. Request for direction.** None.
9. **Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.** None.
10. **Discussion and direction on Short-Term and Long-Range Goals.**
Trustee Lofstrom reported the District has not received a response to the letter sent to the Division of Boating and Waterways regarding the invasive aquatic weeds.
11. **District Calendar. Discussion and direction.**
 - a. Next Meeting is January 4, 2023.
12. **Correspondence.**
 - (a) 2022 Census of Governments.
Andy Pinasco reported the District received a letter from the U.S. Census Bureau. He is not able to determine at this time what the direct benefit would be in providing the information requested. In the past the District has not participated. Trustee Lofstrom was inclined to participate, Trustee MacDonnell was not

inclined to participate. It was requested by the Trustees that this item be brought back to the next Board meeting.

13. **Approval of Bills.** After review,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the list of Bills for Approval presented at the December 9, 2022, Board Meeting be approved.

14. **Staff Reports.**

(a) **Attorney.** The agenda for this meeting was posted on the window outside the meeting room at 3121 West March Lane, Stockton, California, at least seventy-two (72) hours preceding the meeting.

15. **Adjournment.** The meeting adjourned at 10:00 a.m.

Respectfully submitted,

Elvia Trujillo
District Secretary

Reclamation District 1608
Bills for Approval - December 9, 2022 Board Meeting

NAME	Date	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	SUBVENTION FUND
Michael Panzer (12/9/2022 Board Mtg)	12/9/2022	Trustee Fee	\$285.64				
(absent)				\$0.00	6661 Void		
Dan MacDonnell (12/9/2022 Board Mtg)	12/9/2022	Trustee Fee	\$285.64				
10/12/2022 Public Outreach Preparation	10/12/2022	Trustee Fee	\$285.64				
				\$571.28	6662		
Dottie Lofstrom (12/9/2022 Board Mtg)	12/9/2022	Trustee Fee	\$285.64				
				\$285.64	6663		
Elvia Trujillo (November 2022 Services)	12/7/2022	Secretary Fee	\$868.75				
				\$868.75	6664		
PG&E (Landview & Seagull)		0950847867-5	\$0.00				
PG&E (Stone River)		2999432760-8	\$0.00				
				\$0.00			
Neumiller & Beardslee	11/16/2022	334543	\$2,116.50				
				\$2,116.50	6665		
BPM LLP	11/30/2022	48755	\$873.12				
				\$873.12	6666		
GCU Trucking	11/8/2022	787655	\$870.00				
	11/17/2022	787749	\$507.50				
				\$1,377.50	6667		
Foothill Materials	11/8/2022	76509	\$530.08				
				\$530.08	6668		
Kjeldsen Sinnock & Neudeck	11/30/2022	34034	\$1,987.15				
	11/30/2022	34035	\$1,101.45				
	11/30/2022	34036	\$392.50				
	11/30/2022	34037	\$2,778.05				
	11/30/2022	34038	\$266.25				
				\$6,525.40	6669		

Reclamation District 1608
Bills for Approval - December 9, 2022 Board Meeting

Kim Floyd Communications	12/2/2022	V43355-7	\$5,588.02			
				\$5,588.02	6670	
Larry's Tree Care, Inc.	10/28/2022	3134	\$2,200.00			
	12/6/2022	3157	\$550.00			
	12/6/2022	3158	\$700.00			
				\$3,450.00	6671	
Transfer to Sediment Removal Proj Fund	12/7/2022	For Registered Warrant #6404	\$26,707.36			
				\$26,707.36		
Bank of Stockton	12/12/2022	Registered Warrant No. 6404	\$26,707.36			
(Payment of Registered Warrant 6404)				\$26,707.36	RW6404	
Bank of Stockton Visa	11/12/2022	9/27/22-10/27/22	\$167.65	\$167.65		Online
State of California Payroll Taxes		10/31/22 and 11/15/22 Payroll	\$888.34	\$888.34		online
Federal Government Payroll Taxes		10/31/22 and 11/15/22 Payroll	\$4,171.08	\$4,171.08		online
Joe L. Bryson (Payroll)	11/1/2022	10/1/22-10/10/22	\$5,394.80	\$5,394.80		Direct Deposit
Hector Bryan Kendall (Payroll)	11/1/2022	10/16/22-10/31/22	\$519.21	\$519.21		Direct Deposit
Hector Bryan Kendall (Payroll)	11/16/2022	11/1/22-11/15/22	\$301.12	\$301.12		Direct Deposit
Roger Lamarra (Payroll)	11/1/2022	10/16/22-10/31/22	\$1,232.02	\$1,232.02		Direct Deposit
Roger Lamarra (Payroll)	11/16/2022	11/1/22-11/15/22	\$819.04	\$819.04		Direct Deposit
Joe Conrad Godinez, Jr. (Payroll)	11/1/2022	10/16/22-10/31/22	\$1,043.02	\$1,043.02		1561
Joe C. Godinez Sr. (Payroll)	11/1/2022	10/16/22-10/31/22	\$833.34	\$833.34		1562
California State Disbursement Unit	11/1/2022	Child Support	\$572.00	\$572.00		1563
(J Godinez Sr. Income Withholding)						
Joe Conrad Godinez, Jr. (Payroll)	11/16/2022	11/1/22-11/15/22	\$830.91	\$830.91		1564

Reclamation District 1608
Bills for Approval - December 9, 2022 Board Meeting

Joe C. Godinez Sr. (Payroll)	11/16/2022	11/1/22-11/15/22	\$558.56	\$558.56		1565	
California State Disbursement Unit	11/16/2022	Child Support	\$558.57	\$558.57		1566	
(J Godinez Sr. Income Withholding)							
U.S. Postal Service	11/28/2022	Yearly Fee	\$166.00	\$166.00		1567	
(for PO Box fee)							
		WARRANT TOTAL:		\$48,893.65			
		CHECKING TOTAL:		\$18,055.66			
		TOTAL BILLS PAID		\$66,949.31			

ITEM 3

RECLAMATION DISTRICT 1608
FINANCIAL REPORT - JANUARY 4, 2023
% OF FISCAL YEAR ELAPSED THROUGH END OF DECEMBER 2022 - 50%

Budget Item	Budget Amount	Expended MTD	Expended YTD	% YTD
Operations & Maintenance Expenses				
O1 Levee Superintendent	\$75,000.00	\$7,282.00	\$45,602.00	60.80%
O2 Part Time Employees	35,000.00	5,389.50	34,759.00	99.31%
O3 Payroll Taxes and Expenses	25,000.00	882.46	7,835.31	31.34%
O4 Fences & Gates	25,000.00	230.50	230.50	0.92%
O5 Locks & Signs	1,000.00	0.00	0.00	0.00%
O6 Weed and Rodent Control & Clean up	10,000.00	353.68	16,539.52	165.40%
O7 Levee Repair Fund (General Operations & Maintenance)	30,000.00	1,258.43	15,960.36	53.20%
O8 Levee Repair Fund (Levee Capital Improvement Projects)	150,000.00	85,115.25	85,580.63	57.05%
O9 Pump System Maintenance	750.00	1,950.44	2,034.53	271.27%
O10 Wireless Services (Cell and Mobile Computer)	1,200.00	82.00	362.00	30.17%
O11 Garbage Service	4,000.00	0.00	1,596.64	39.92%
O12 District Vehicle (Fuel, Maintenance and Repairs)	7,500.00	3,232.68	5,193.10	69.24%
TOTAL	\$364,450.00	\$105,776.94	\$215,693.59	59.18%
General Expenses				
G1 Trustee Fees	\$13,000.00	\$856.92	\$6,284.08	48.34%
G2 Secretary Fees	12,000.00	0.00	5,430.00	45.25%
G3 Office Expenses (incudes storage facility)	1,000.00	(250.00) **	740.66	74.07%
G4 General Legal	30,000.00	1,920.34	13,731.46	45.77%
G5 Audit	5,000.00	0.00	0.00	0.00%
G6 County Administration Costs	6,000.00	36.71	36.71	0.61%
G7 Property and Liability Insurance	15,000.00	0.00	0.00	0.00%
G8 Workers Compensation Insurance	10,000.00	747.75	4,121.60	41.22%
G9 Election Costs	0.00	0.00	0.00	0.00%
G10 Newsletters & Public Communications	6,000.00	179.88	1,004.88	16.75%
G11 Registered Warrant Expenses	175,000.00	26,636.13 *	132,486.13	75.71%
TOTAL	\$273,000.00	\$30,127.73	\$163,835.52	60.01%
Engineering Expenses				
E1 General Engineering	\$20,000.00	\$873.75	\$14,142.64	70.71%
E2 Plan Review Engineering	25,000.00	213.75	5,854.80	23.42%
E3 Administration of Delta Levee Subventions Program	20,000.00	2,053.87	13,255.54	66.28%
E4 Periodic Levee Property Inspections and Surveys	7,500.00	0.00	0.00	0.00%
E5 Routine Levee Maintenance Consultation	7,500.00	1,287.50	1,553.75	20.72%
E6 Engineering, Mgmt & Inspection of Capital Imp. Projects	15,000.00	9,657.50	25,801.16	172.01%
E7 DWR 5 Year Plan	0.00	150.00	216.25	0.00%
E8 Assessment Engineering	2,500.00	0.00	3,266.44	130.66%
E9 Assesment Development	90,000.00	285.00	19,846.58	22.05%
TOTAL	\$187,500.00	\$14,521.37	\$83,937.16	44.77%
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	\$824,950.00	\$150,426.04	\$463,466.27	56.18%

*Payment of Registered Warrant 6403

**\$250 Payment from RD 828 for Share of Storage Fee

Budget Item	Anticipated Income	Income MTD	Income YTD	% YTD
Income				
Property Taxes	\$260,000.00	\$229.20	\$1,596.75	0.61%
Interest Income	2,000.00	0.00	2,264.00	113.20%
Assessments	298,000.00	8175.06	12,134.62	4.07%
Subvention Reimbursement	195,000.00	0.00	0.00	0.00%
Totals	\$755,000.00	\$8,404.26	\$15,995.37	2.12%

Cash On Hand

Cash Balance as of July 1, 2022	\$639,378.11
Revenues (YTD), as of November 30, 2022	(\$4,921.85)
Expenses (YTD), as of November 30, 2022	\$344,355.43

Fund Balance as of 12/28/2022	\$530,935.69
Proposed Warrants for 1/4/2023 Board Meeting	\$171,304.83
TOTAL CASH	\$359,630.86

Checking Account Balance as of 12/27/2022	\$17,311.93
TOTAL CASH ON HAND	\$376,942.79

Reserves

Board-Designated Reserve (For District Operations Only)	100,000.00
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5-Year Plan PFA	Transfers	Interest	\$37,500.00
Interest (10/31/2019)		\$176.00	\$37,676.00
Interest (1/31/2020)		\$176.00	\$37,852.00
Progress Billing No. 1 Transfer fo Funds (3/2/2020)	\$4,323.73		\$33,528.27
Interest (4/30/2020)		\$158.00	\$33,686.27
Progress Billing No. 2 Transfer fo Funds (6/30/2020)	\$1,822.75		\$31,863.52
Progress Billing No. 3 Transfer of Funds (7/31/2020)	\$4,667.62		\$27,195.90
Interest (7/31/2020)		\$107.00	\$27,302.90
Progress Billing No. 4 Transfer of Funds (9/11/2020)	\$4,078.12		\$23,224.78
Progress Billing No. 5 Transfer of Funds (9/11/2020)	\$5,071.50		\$18,153.28
Interest (10/31/2020)		\$52.00	\$18,205.28
Progress Billing No. 6 Transfer of Funds (12/3/2020)	\$2,373.75		\$15,831.53
Progress Billing No. 7 Transfer of Funds (12/3/2020)	\$3,489.75		\$12,341.78
Progress Billing No. 8 Transfer of Funds (12/3/2020)	\$2,718.00		\$9,623.78
Interest (1/31/2021)		\$19.00	\$9,642.78
Progress Billing No. 9 Transfer of Funds (2/23/2021)	\$5,296.50		\$4,346.28
Interest (4/30/2020)		\$6.00	\$4,352.28
Progress Billing No. 10 Transfer of Funds (5/18/2021)	\$307.12		\$4,045.16
Interest (7/31/2021)		3.00	\$4,048.16
Interest (10/31/2021)		3.00	\$4,051.16
Interest (1/31/2022)		3.00	\$4,054.16
Interest (4/30/22)		3.00	\$4,057.16
Progress Billing No. 11 Transfer of Funds (5/5/2022)	\$82.12		\$3,975.04
Progress Billing No. 12 Transfer of Funds (6/28/22)	\$655.87		\$3,319.17
Progress Billing No. 13 Tranfer of Funds (6/1/2022)	\$454.50		\$2,864.67
Interest (7/31/22)		5.00	\$2,869.67
Progress Billing No. 14 Transfer of Funds (9/12/2022)	\$119.25		\$2,750.42
Interest (10/31/22)		7.00	\$2,757.42

**SEDIMENT REMOVAL PROJECT 2020
REGISTERED WARRANTS - 12/7/2022**

WARRANT DATED	REGISTERED WARRANT #	DATE REGISTERED	FOR PAYMENT OF	PRINCIPAL AMOUNT	INTEREST RATE	TOTAL		DATE CALLED
						INTEREST TO DATE	TOTAL PAYOFF AMOUNT	
11/04/20	6392	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$812.50	\$25,812.50	11/5/2021
11/04/20	6393	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$952.74	\$25,952.74	1/7/2022
11/04/20	6394	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,021.75	\$26,021.75	2/7/2022
11/04/20	6395	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,084.08	\$26,084.08	3/7/2022
11/04/20	6396	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,161.99	\$26,161.99	4/11/2022
11/04/20	6397	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,239.90	\$26,239.90	5/16/2022
11/04/20	6398	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,286.64	\$26,286.64	6/6/2022
11/04/20	6399	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,364.55	\$26,364.55	7/11/2022
11/04/20	6400	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,431.34	\$26,431.34	8/10/2022
11/04/20	6401	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,498.12	\$26,498.12	9/12/2022
11/04/20	6402	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,567.12	\$26,567.12	10/10/2022
11/04/20	6403	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,636.13	\$26,636.13	11/10/2022
11/04/20	6404	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,711.81	\$26,711.81	12/14/2022
11/04/20	6405	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,769.69	\$26,769.69	1/9/2023
11/04/20	6406	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,707.36	\$26,707.36	
11/04/20	6407	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,707.36	\$26,707.36	
11/04/20	6408	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,707.36	\$26,707.36	
11/04/20	6409	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,707.36	\$26,707.36	
11/04/20	6410	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,707.36	\$26,707.36	
11/04/20	6411	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,707.36	\$26,707.36	
				\$500,000.00		\$28,782.53	\$528,782.53	

03/03/21	6455	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6456	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6457	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6458	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6459	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6460	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6461	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6462	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6463	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6464	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6465	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6466	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6467	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6468	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
03/03/21	6469	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$1,507.02	\$26,507.02	
				\$375,000.00		\$22,605.31	\$397,605.31	

LEGEND
PAID
PROPOSED

	Registered Warrants	Interest	Principal + Interest
Subtotals	\$875,000.00	\$51,387.85	\$926,387.85
Total Amount Paid to Date	\$325,000.00	\$16,768.66	\$341,768.66
Total Remaining Due as of 1/4/23	550,000.00	\$34,619.18	\$584,619.18

SEDIMENT REMOVAL PROJECT 2020 - COUNTY ACCOUNT INFORMATION

Date	Check No.	Description	Deposit	Withdrawal	Balance
11/5/2020	2137553	Bank of Stockton Check Payable to RD 1608 (For registered warrants: 6392, 6393, 6394, 6395, 6396, 6397, 6398, 6399, 6400, 6401, 6402, 6403, 6404, 6405, 6406, 6407, 6408, 6409, 6410, 6411 at \$25,000.00 each)	\$500,000.00		\$500,000.00
11/9/2020		Dixon Marine Services Progress Pay #4		\$489,751.63	\$10,248.37
1/21/2021		Interest	\$83.00		\$10,331.37
3/3/2021	2138247	Bank of Stockton Check Payable to RD 1608 (For registered warrants: 6455, 6456, 6457, 6458, 6459, 6460, 6461, 6462, 6463, 6464, 6465, 6466, 6467, 6468, 6469 at \$25,000.00 each)	\$375,000.00		\$385,331.37
3/8/2021		Port of Stockton Invoice Invoice 01-9012-2021 for Dredge Disposal		\$375,444.40	\$9,886.97
4/30/2021		Interest	\$121.00		\$10,007.97
7/31/2021		Interest	\$31.00		\$10,038.97
11/3/2021		Transfer from General Fund to Sediment Removal Fund	\$16,000.00		\$26,038.97
11/5/2021		Payment of Registered Warrant #6392 for \$25,812.50		\$25,812.50	\$226.47
10/31/2021		Interest	\$8.00		\$234.47
1/5/2022		Transfer from General Fund to Sediment Removal Fund	\$25,950.00		\$26,184.47
1/7/2022		Payment of Registered Warrant #6393		\$25,952.74	\$231.73
2/2/2022		Transfer from General Fund to Sediment Removal Fund	\$26,015.07		\$26,246.80
2/7/2022		Payment of Registered Warrant #6394		\$26,021.75	\$225.05
1/31/2022		Interest	\$6.00		\$231.05
3/2/2022		Transfer from General Fund to Sediment Removal Fund	\$26,077.40		\$26,308.45
3/7/2022		Payment of Registered Warrant #6395		\$26,084.08	\$224.37
4/6/2022		Transfer from General Fund to Sediment Removal Fund	\$26,155.31		\$26,379.68
4/11/2022		Payment of Registered Warrant #6396		\$26,161.99	\$217.69
4/30/2022		Interest	\$4.00		\$221.69
5/11/2022		Transfer from General Fund to Sediment Removal Fund	\$26,239.90		\$26,461.59
5/16/2022		Payment of Registered Warrant #6397		\$26,239.90	\$221.69
6/1/2022		Transfer from General Fund to Sediment Removal Fund	\$26,286.64		\$26,508.33
6/6/2022		Payment of Registered Warrant #6398		\$26,286.64	\$221.69
7/6/2022		Transfer from General Fund to Sediment Removal Fund	\$26,364.55		\$26,586.24
7/11/2022		Payment of Registered Warrant #6399		\$26,364.55	\$221.69
7/31/2022		Interest	\$15.00		\$236.69
8/3/2022		Transfer from General Fund to Sediment Removal Fund	\$26,426.88		\$26,663.57
8/10/2022		Payment of Registered Warrant #6400		\$26,431.34	\$232.23
9/7/2022		Transfer from General Fund to Sediment Removal Fund	\$26,504.79		\$26,737.02
9/12/2022		Payment of Registered Warrant #6401		\$26,498.12	\$238.90
10/5/2022		Transfer from General Fund to Sediment Removal Fund	\$26,560.45		\$26,799.35
10/10/2022		Payment of Registered Warrant #6402		\$26,567.12	\$232.23
11/2/2022		Transfer from General Fund to Sediment Removal Fund	\$26,629.45		\$26,861.68
11/10/2022		Payment of Registered Warrant #6403		\$26,636.13	\$225.55
12/7/2022		Transfer from General Fund to Sediment Removal Fund	\$26,707.36		\$26,932.91
12/14/2022		Payment of Registered Warrant #6404		\$26,711.82	\$221.09
1/4/2023		Transfer from General Fund to Sediment Removal Fund	\$26,769.69		\$26,990.78
1/9/2023		Payment of Registered Warrant #6405		\$26,769.69	\$221.09

ITEM 5

Dr. Michael R. Panzer, Chairman
Dan MacDonnell, Trustee
Dot Lofstrom, PG, Trustee

**RECLAMATION DISTRICT NO. 1608
LINCOLN VILLAGE WEST
BOARD OF TRUSTEES MEETING
WEDNESDAY, JANUARY 4, 2023
8:00 A.M.
ENGINEER'S REPORT**

Andrew J. Pinasco, Attorney
Elvia C. Trujillo, Secretary
Christopher H. Neudeck, Engineer
Joe Bryson, Superintendent

I. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM

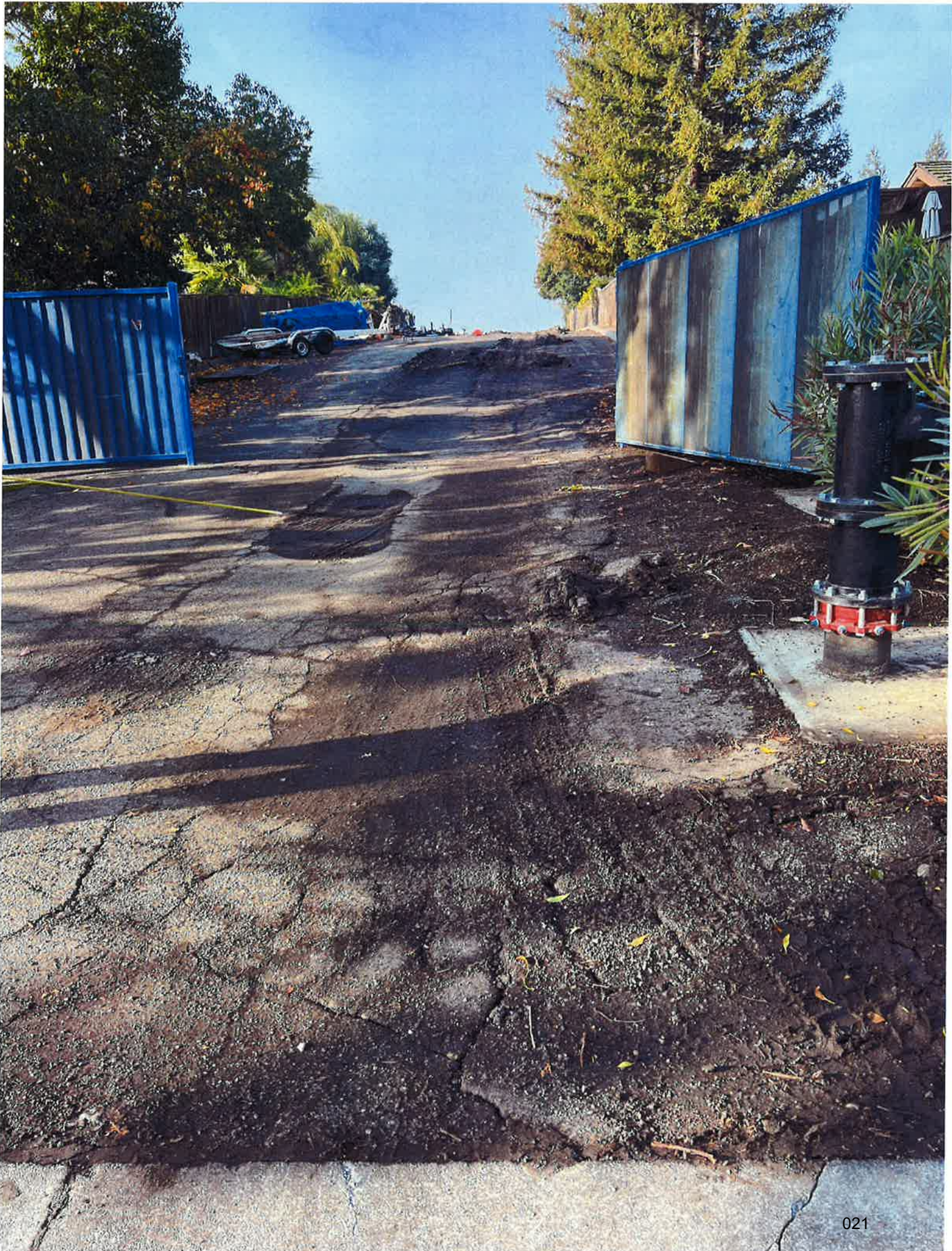
- A. Review the status of the AC repairs resultant from Rock Slope Protection project under the Levee Maintenance Project for Fiscal Year 2022/2023 by FORD Construction.

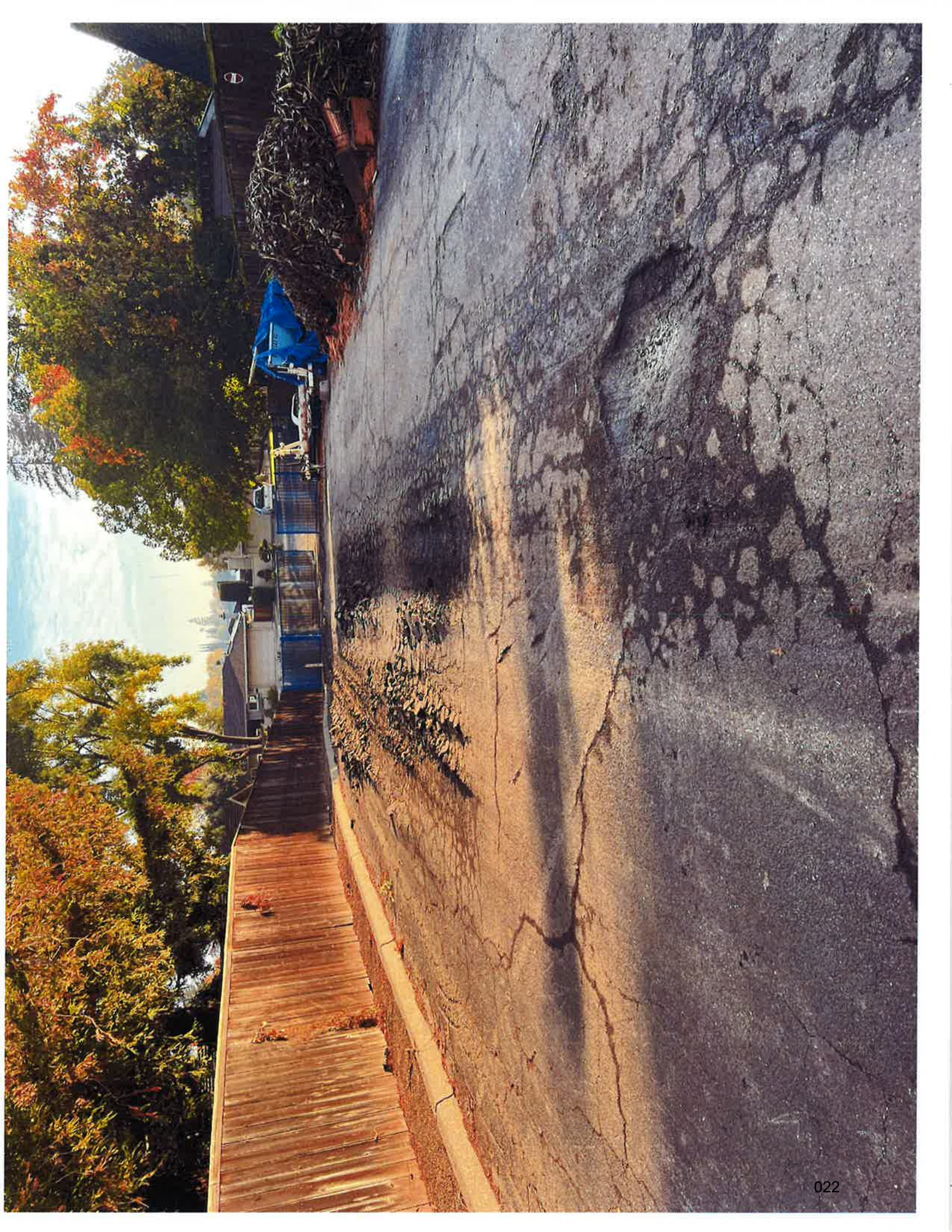
EXHIBIT A: Repair photos of project start up from KSN Daily Field reports

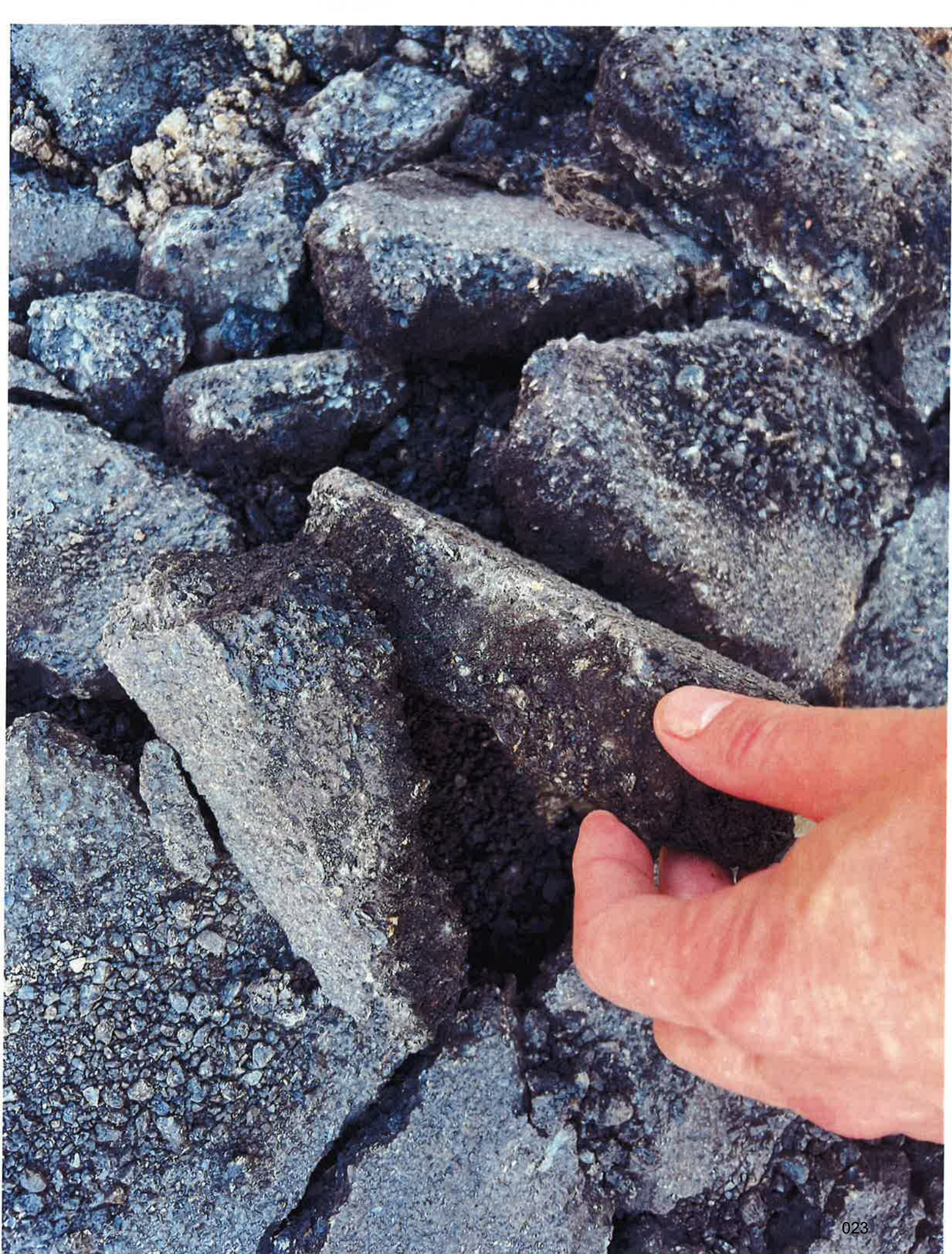
- B. Review levee related repair Plans for all weather road surfacing in specific areas of the levee reach the Southwest Quadrant.

EXHIBIT B: Plans for repair of all-weather road surfacing.

Exhibit A







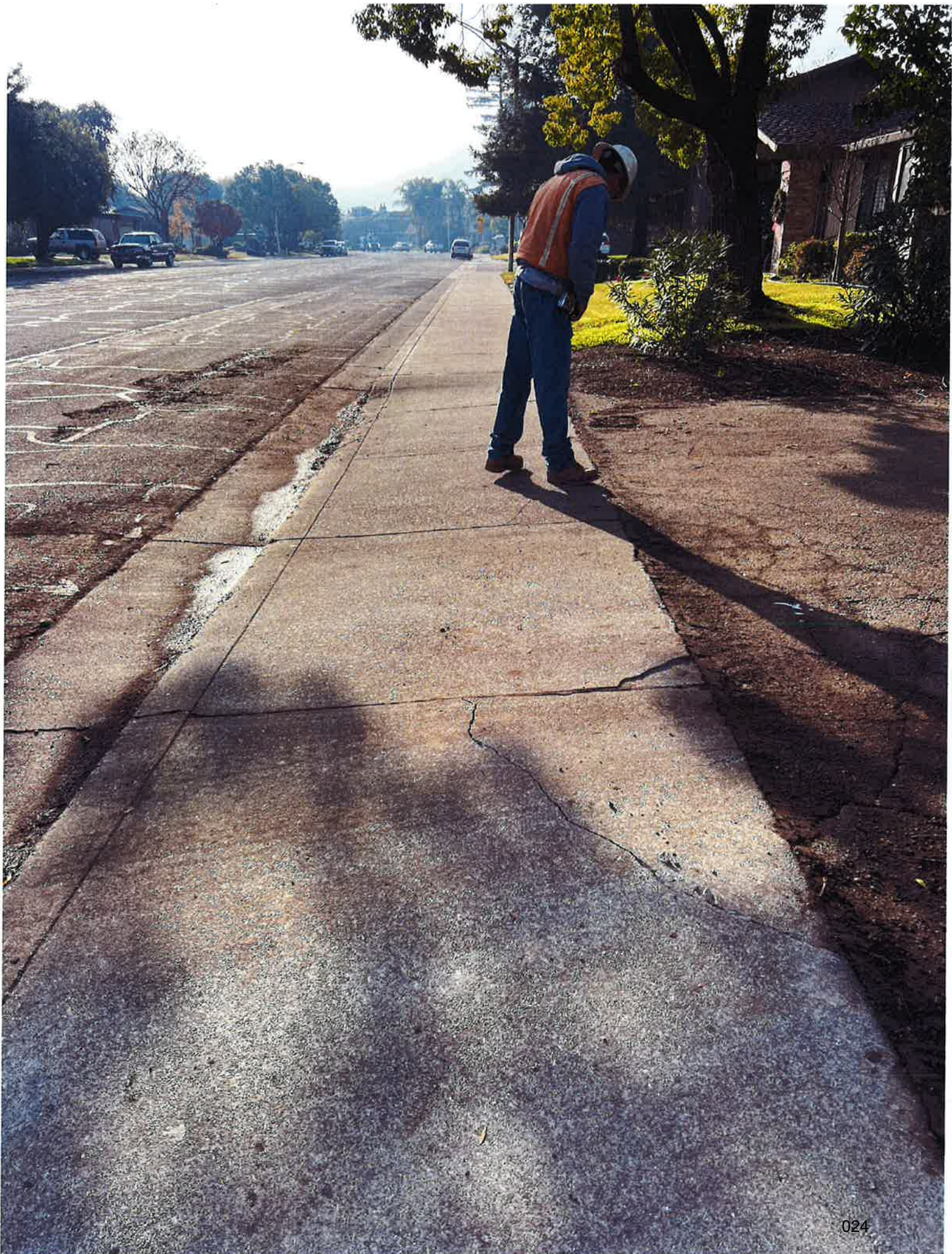


Exhibit B

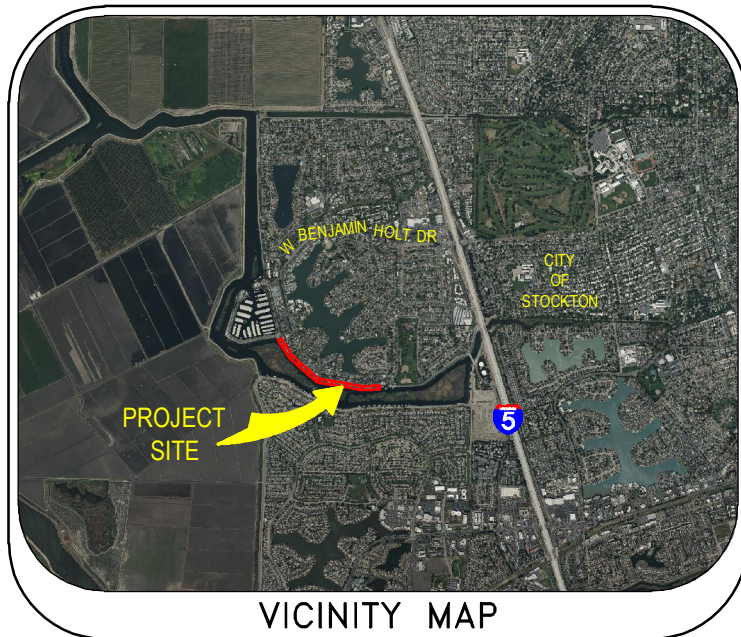
RECLAMATION DISTRICT NO. 1608

LINCOLN VILLAGE WEST

SAN JOAQUIN COUNTY, CALIFORNIA

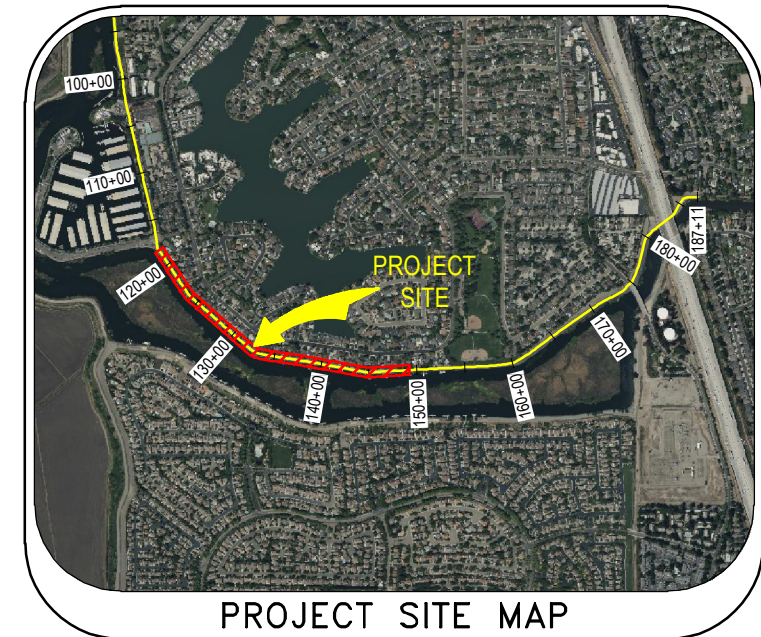
LEVEE MAINTENANCE PROJECT 2023 LEVEE CROWN ROAD REPAIRS

AT VARIOUS LOCATIONS BETWEEN
STATION 118+25 AND STATION 149+25



SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	NOTES & DETAILS
3	BASE MAP
4-7	PLAN DETAILS
8-9	CROSS SECTIONS
10-12	SITE DETAIL PHOTOS

SHEET INDEX



FILE: S:\2153_Lincoln_Village_West_RD_1608\0280_Levee_Crown_Road_Repairs\08_Civil\400_Plans\020_CAD_Sheets\01-Title_Sheet.dwg
PLOT DATE: Dec 28, 2022 4:01pm

811
Know what's below.
Call before you dig.

SUBMITTAL	
%	Date

PROJECT ENGINEER PRELIMINARY NOT FOR CONSTRUCTION	DESIGN BY	DAV	DRAWING SCALE	N.T.S.
	DRAWN BY	DAV	ORIGINAL DRAWING SCALE	0 1/2" 1"
	CHECK BY	JAM		
	HORIZONTAL DATUM	CCS83, ZONE 3		
	VERTICAL DATUM	NAVD88		
NO.	DESCRIPTION	DATE	APPR.	

KJELDSSEN SINNOCK NEUDECK
CIVIL ENGINEERS & LAND SURVEYORS
www.ksninc.com

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

RECLAMATION DISTRICT NO. 1608
LINCOLN VILLAGE WEST
SAN JOAQUIN COUNTY, CALIFORNIA

2023 LEVEE CROWN ROAD REPAIRS
TITLE SHEET

DATE: DECEMBER 2022
SHEET IDENTIFICATION: **G-001**
SHEET 1 OF 12
KSN PROJECT FILE NO. 2153-0280

GENERAL NOTES:

- PRIOR TO THE COMMENCEMENT OF WORK, A JOINT INSPECTION BETWEEN THE ENGINEER, OR HIS REPRESENTATIVE, AND THE CONTRACTOR, OR HIS REPRESENTATIVE, WILL BE CONDUCTED TO REVIEW THE PRE-CONSTRUCTION CONDITIONS OF THE EXISTING FACILITIES IN THE VICINITY OF THE PROJECT SITE, (E.G. ROADS, PUMPS, DISCHARGE PIPES, SIPHONS, RAMPS, GATES, SIGNS, ETC.) IF SUCH EXISTING FACILITIES ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS, THE CONTRACTOR, AT HIS EXPENSE, SHALL REPLACE OR RESTORE THEM TO THE CONDITION THAT EXISTED PRIOR TO THE COMMENCEMENT OF WORK.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT (209) 946-0268, A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK.
- THE DISTRICT RESERVES THE RIGHT TO SUSPEND CONSTRUCTION AT ANY TIME IN THE EVENT OF EXTREME HIGH OR LOW TIDES, FLOOD EVENTS, OTHER CONDITIONS OR EMERGENCIES THAT MAY JEOPARDIZE THE INTEGRITY OF THE DISTRICT'S LEVEE SYSTEM.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL REQUIREMENTS, AS REQUIRED FOR TRAFFIC CONTROL AND PUBLIC SAFETY DURING PROJECT CONSTRUCTION.
- THE DISTRICT WILL FURNISH ALL RIGHT-OF-WAYS FOR ALL LEVEE ROADS UNDER THE DISTRICT'S JURISDICTION. THE CONTRACTOR WILL SECURE RIGHT-OF-WAYS FOR ALL OTHER AREAS NOT UNDER THE DISTRICT'S JURISDICTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS ALONG THE DISTRICT/COUNTY LEVEE ROADS AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO THE LEVEE ROADS AND ACCESS RAMPS SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
- IF DELIVERING MATERIAL OR EQUIPMENT BY TRUCK, ALL TRUCK TRAFFIC SHALL BE LIMITED TO THE DISTRICT/COUNTY LEVEE ROADS, UNLESS OTHERWISE APPROVED.
- MAXIMUM SPEED LIMIT ON DISTRICT LEVEE ROADS IS 30 MPH, OR AS POSTED.
- THE ENGINEER WILL PROVIDE LOCATIONS OF THE DESIGNATED PROJECT REPAIR SITES WITH START AND STOP POINTS, AND WILL PROVIDE TEMPORARY BENCHMARKS IN THE VICINITY OF THE PROJECT SITES TO BE UTILIZED BY THE CONTRACTOR FOR SETTING ROCK ELEVATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR SETTING ALL CONSTRUCTION STAKING AND SURVEYING, AS MAY BE REQUIRED FOR CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, SETTING TOP AND BOTTOM OF ROCK ELEVATIONS THROUGHOUT THE PROJECT SITES.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE DISTRICT AND THE DISTRICT'S ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DISTRICT OR THE ENGINEER.
- ANY DEFICIENCIES NOTED DURING INTERIM AND FINAL INSPECTIONS BY THE ENGINEER AND/OR DISTRICT, SHALL BE CORRECTED BY THE CONTRACTOR PRIOR TO FINAL ACCEPTANCE BY THE DISTRICT. ANY ADDITIONAL COSTS AND EXPENSES FOR MOBILIZATION AND/OR DEMOBILIZATION, LABOR, EQUIPMENT AND OTHER ASSOCIATED COSTS REQUIRED TO CORRECT THE DEFICIENCIES NOTED, EXCEPT SPECIFIED MATERIAL(S), SHALL BE BORNE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL NOT CLOSE ANY ROAD, STREET, OR HIGHWAY TO THE PUBLIC EXCEPT WITH THE PERMISSION OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY. TEMPORARY PROVISIONS SHALL BE MADE BY THE CONTRACTOR TO ENSURE CONTINUOUS ACCESS TO PUBLIC AND PRIVATE DRIVEWAYS, AND PROPER FUNCTIONING OF SEWER INLETS, GUTTERS, CULVERTS, DRAINAGE AND IRRIGATION DITCHES, AND NATURAL WATER COURSES.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER.
- SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER AT (209) 946-0268 FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
- THE INTENT OF THESE PLANS ARE TO SERVE AS A GUIDE AND TO PROVIDE THE CONTRACTOR WITH INFORMATION AND DETAILS NECESSARY TO CONSTRUCT THE PROJECT AND FURNISH THE NECESSARY LABOR, MATERIALS, AND EQUIPMENT TO PERFORM THE WORK IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE DISTRICTS ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES AND AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. IF THE PLANS DESCRIBE PORTION OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE OSHA REGULATIONS.
- ALL IMPROVEMENTS TO BE DONE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THESE PLANS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHENEVER IT APPEARS THERE IS A CHANGE IN SITE CONDITIONS OR AN ADJUSTMENT TO BE MADE IN WORK REQUIREMENTS.
- THE CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR THE SECURITY OF HIS PLANT AND EQUIPMENT. THE DISTRICT WILL NOT TAKE ANY RESPONSIBILITY FOR MISSING OR DAMAGED EQUIPMENT, TOOLS, OR PERSONAL BELONGINGS.

ENVIRONMENTAL NOTES:

- THE CONTRACTOR SHALL MAINTAIN AIR POLLUTION CONTROLS BY NOT DISCHARGING SMOKE, DUST, OR ANY OTHER AIR CONTAMINANTS INTO THE ATMOSPHERE IN SUCH QUANTITY AS WILL VIOLATE THE REGULATIONS OF ANY LEGALLY CONSTITUTED AUTHORITY. HE SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING AND SPRINKLING WITH WATER, OR OTHER MEANS AS NECESSARY. THE USE OF WATER IN AN AMOUNT WHICH RESULTS IN MUD ON PUBLIC ROADS IS NOT ACCEPTABLE AS A SUBSTITUTE FOR SWEEPING OR OTHER METHODS.
- THE CONTRACTOR SHALL EXERCISE EVERY REASONABLE PRECAUTION TO PROTECT STREAMS, WATERWAYS AND OTHER BODIES OF WATER FROM POLLUTION WITH FUELS, OIL, BITUMEN'S, CALCIUM CHLORIDE, AND OTHER HARMFUL MATERIALS AND SHALL CONDUCT AND SCHEDULE HIS OPERATIONS SO AS TO AVOID OR MINIMIZE MUDDYING AND SILTING OF SAID WATERS. CARE SHALL BE EXERCISED TO PRESERVE ROADSIDE VEGETATION BEYOND THE LIMITS OF CONSTRUCTION.
- DURING THE COURSE OF CONSTRUCTION, ANY AREAS GENERATING DUST BY THE CONTRACTOR SHALL BE KEPT WELL WATERED. DURING WET CONDITIONS, CONTRACTOR SHALL KEEP ALL ROADWAYS ADJACENT TO THE PROJECT AREA WHICH ARE USED BY THE CONTRACTOR, DISTRICT AND PUBLIC, FREE AND CLEAR FROM MUD.
 - CROP DAMAGE: THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL TO PREVENT CROP DAMAGE AND FOR ANY AREAS IN ADDITION TO THOSE MENTIONED THAT GENERATE DUST AND/OR OTHER CONDITIONS WHICH MIGHT DAMAGE CROPS.
 - NON-WORK DAYS: THE CONTRACTOR MAY BE RESPONSIBLE FOR DUST CONTROL IN ANY PROJECT OR CROP AREAS WHICH ARE USED BY THE CONTRACTOR.
- THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, AND UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CONDITIONS CLEAN AND FREE FROM RUBBISH AND DEBRIS.
- THE CONTRACTOR SHALL PRESERVE AND PROTECT ANY PLANTS AND TREES AS MAY BE DESIGNATED AND MARKED BY THE ENGINEER AT THOSE REPAIR SITES AND DESIGNATED PRIOR TO COMMENCEMENT OF SITE WORK. SOME PRUNING AND TRIMMING OF BRANCHES MAY BE REQUIRED.
- RIPRAP SHALL BE CAREFULLY PLACED, BY HAND IF NECESSARY, AROUND THE BASE OF ANY DESIGNATED PLANTS AND TREES.

UTILITY NOTES:

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL LOCATION OF ALL UNDERGROUND, SURFACE, OVERHEAD, AND SUBMARINE IMPROVEMENTS, OR FACILITIES WHICH MAY BE SUBJECT TO DAMAGE BY REASON OF HIS OPERATIONS.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES AND SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES PRIOR TO COMMENCEMENT OF WORK. HE SHALL BE RESPONSIBLE FOR THE LOCATION AND PRESERVATION OF ALL SUCH FACILITIES IN THE AREA OF CONSTRUCTION, AND SHALL NOTIFY UTILITIES TWENTY-FOUR (24) HOURS IN ADVANCE OF ANY CONSTRUCTION. (UNDERGROUND SERVICE ALERT (800) 642-2444).

PERMIT COMPLIANCE NOTES:

CALIFORNIA DEPARTMENT OF FISH & GAME PERMIT

- THE CONTRACTOR SHALL ADHERE TO CALIFORNIA DEPARTMENT OF FISH AND GAME (DFG) CODES APPLICABLE TO THIS TYPE OF WORK.

- CONTRACTOR IS RESPONSIBLE FOR STRICT COMPLIANCE WITH THE DFG PROJECT SITE AGREEMENT AND DISTRICT'S ANNUAL ROUTINE LEVEE MAINTENANCE AGREEMENT NO. II-233-92
- A COPY OF THE DFG AGREEMENTS FOR THIS PROJECT WILL BE FURNISHED TO THE CONTRACTOR PRIOR TO CONSTRUCTION START.
- THE CONTRACTOR SHALL KEEP A COPY OF THE PROJECT DFG AGREEMENTS AVAILABLE FOR INSPECTION ON SITE AT ALL TIMES.

CONSTRUCTION NOTES:

- ALL EROSION SITE AREAS TO RECEIVE QUARRY STONE RIPRAP, AND/OR FILL SHALL BE CLEARED TO THE GROUND SURFACE OF ALL VEGETATIVE GROWTH AND DEBRIS, EXCEPT AS NOTED BELOW. ONLY MINOR SLOPE CLEARING AND DEBRIS REMOVAL IS ANTICIPATED PRIOR TO PLACEMENT OF MATERIAL. CLEARED MATERIALS MAY BE TEMPORARILY STOCKPILED ON THE BACKSLOPE OF THE LEVEE. UNDER NO CIRCUMSTANCES SHALL MATERIAL BE BURNED ON THE LEVEE SECTION OR DISPOSED OF BY DUMPING IT INTO THE WATERWAYS. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY CLEARED MATERIALS OFF THE PROJECT.
- UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE PLANS, THE EMBANKMENT SLOPES SHALL BE CONSTRUCTED FROM MATERIALS SPECIFIED IN ORDER TO END UP WITH A NEAT AND UNIFORM SLOPE SECTION TO A MINIMUM OF 1-1/2 HORIZONTAL TO 1 VERTICAL (1-1/2 : 1).
- ANY EXCAVATION AND EMBANKMENT SECTIONS REQUIRED, SHALL BE BALANCED IN ORDER TO END UP WITH THE MINIMUM SLOPE SECTION.
- MATERIAL SHALL BE PLACED IN A SYSTEMATIC MANNER WITH PLACEMENT BEGINNING AT THE BASE OF THE EMBANKMENT SLOPES AND BROUGHT TO A MINIMUM DESIGN SLOPE SECTION AS SHOWN.
- ALL QUARRY STONE RIPRAP SHALL BE PLACED UNIFORMLY ON PREPARED LEVEE SLOPES, AND KEYED INTO THE LEVEE SECTION, LEVEE TOE OR WATERSIDE BENCH, AND INTO ANY PREVIOUSLY PLACED QUARRY STONE RIPRAP, UNLESS OTHERWISE DIRECTED.
- QUARRY STONE RIPRAP SHALL BE PLACED SYSTEMATICALLY BEGINNING AT THE BASE OF THE PREPARED EMBANKMENT SLOPES TO THE LINES AND GRADES SHOWN ON THE PLANS.
- BUCKET TAMPING OF THE STONE ABOVE THE WATER SHALL BE REQUIRED TO SET THE NEW STONE PROTECTION IN PLACE AND TO ACHIEVE THE REQUIRED SLOPE AND TOLERANCE OF PLUS 2 INCHES TO MINUS 1 INCH WILL BE ALLOWED FROM THE THICKNESS SHOWN ON THE PLANS.
- BUCKET TAMPING OF THE QUARRY STONE RIPRAP WILL BE PERFORMED IN A MANNER NOT TO DEGRADE THE STONE PLACED.
- REARRANGING OF INDIVIDUAL STONES BY MECHANICAL EQUIPMENT OR HAND MAY BE REQUIRED TO THE EXTENT NECESSARY TO OBTAIN A REASONABLY WELL GRADED DISTRIBUTION OF STONE SIZES TO PROVIDE A FINISHED SURFACE FREE OF PROTRUDING STONES.
- DUE TO VARIATIONS IN SLOPE LENGTH, THE APPLICATION RATE OF ANY FILL AND QUARRY STONE RIPRAP MAY VARY BETWEEN STATIONS.
- WATERSIDE LEVEE SLOPE SECTIONS REQUIRING SPOT REPAIRS OR RESTORATION, WILL REQUIRE EXTREME CARE DURING PLACEMENT TO SUPPLEMENT ONLY THOSE AREAS REQUIRING REPAIRS, AS DESIGNATED BY THE ENGINEER.
- DESIGNATED REPAIR SITE ADJUSTMENTS MAY BE REQUIRED BY THE ENGINEER PRIOR TO OR DURING QUARRY STONE RIPRAP PLACEMENT, OR AS OTHERWISE DIRECTED.
- ACTUAL FIELD CONDITIONS WILL VARY IN TYPE OF REPAIRS REQUIRED. THE ENGINEER AND CONTRACTOR IS RESPONSIBLE FOR VERIFYING ACTUAL CONDITIONS AND TYPE OF REPAIRS REQUIRED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- EXTREME CARE MUST BE USED WHILE WORKING AROUND OR NEAR ANY LEVEE STRUCTURES: E.G. SIPHONS, DISCHARGE PIPES, PUMPS, ETC.
- FOR THE PURPOSE OF THESE PLANS, THE TERM "EMBANKMENT" INCLUDES ALL THE EXCAVATION AND FILL PORTIONS AS MAY BE DESIGNATED ON THE PLANS AND REQUIRED AS A RESULT OF THE LEVEE WATERSIDE SLOPING OPERATIONS.

DUST AND MUD CONTROL:

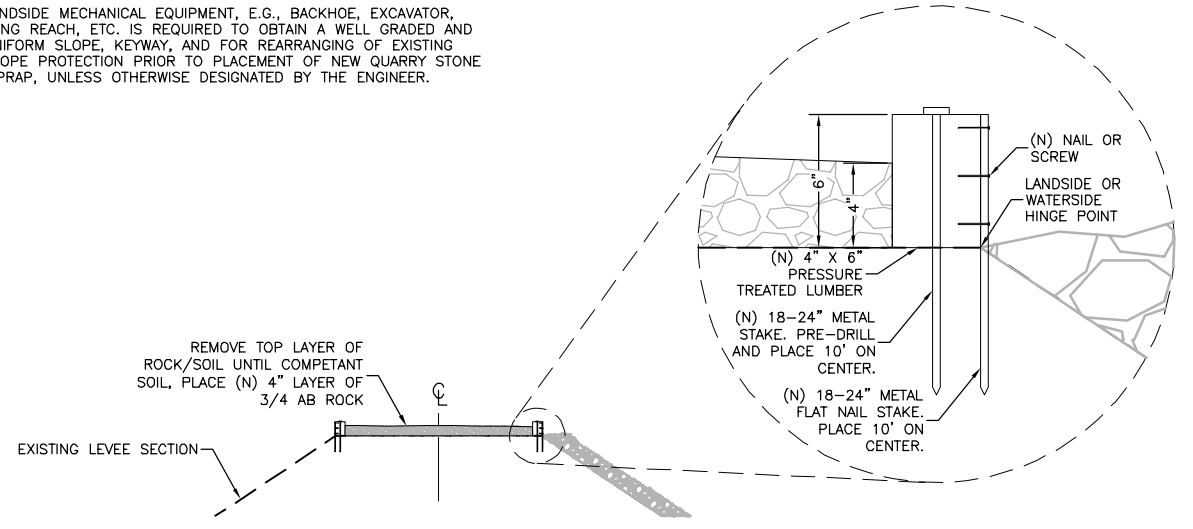
- DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION AREAS, HAUL ROADS, OTHER ROADWAYS, AND OTHER USE AREAS WHERE DUST IS GENERATED WELL WATERED.
- THE CONTRACTOR MAY BE REQUIRED TO DEDICATE AT LEAST ONE (1) WATER TRUCK FOR THE ALLEVATION OR PREVENTION OF DUST NUISANCE FOR, BUT NOT LIMITED TO, THE FOLLOWING AREAS:
 - PROJECT AREA
 - ACCESS ROADS
 - CROP AREAS
 - LEVEE CROWN ROADS
- WATER WILL BE MADE AVAILABLE FOR THE CONSTRUCTION OPERATIONS FROM THE SURROUNDING WATERWAY. THE PUMPING FACILITY SHALL BE LOCATED IN AN AREA THAT WILL NOT CREATE A TRAFFIC OR MUD HAZARD ON THE ROADS USED BY THE CONTRACTOR, PUBLIC AND LOCAL TRAFFIC.

ACCESS HAUL ROADS:

- THE CONTRACTOR SHALL IMPROVE AND MAINTAIN THE LEVEE ACCESS ROADS AS MAY BE REQUIRED ALONG THE ROUTES DESIGNATED ON THE PLANS TO TRANSPORT THE MATERIAL TO THE REPAIR SECTIONS.
- THE DESIGNATED LEVEE ACCESS ROUTES FOR THIS PROJECT MAY REQUIRE THE CONTRACTOR TO MODIFY AND REWORK THE EXISTING LEVEE ROADS TO MEET THE CONTRACTOR'S HAULING REQUIREMENTS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MAKING ANY NECESSARY IMPROVEMENTS, MODIFICATIONS, AND ALTERATIONS TO MEET HIS REQUIREMENT AND FOR THE MAINTENANCE AND EXPENSE THEREOF.
- THE CONTRACTOR SHALL SECURE ALL OTHER ACCESS ROAD EASEMENTS AS MAY BE REQUIRED WITH THE INDIVIDUAL PROPERTY OWNERS FOR ALL NON-DISTRICT AND/OR PUBLIC ACCESS ROADS AND AS DESCRIBED IN SPECIAL PROVISIONS, SECTION 1.12, "TRAFFIC CONTROL & RIGHT-OF-WAY."
- THE CONTRACTOR SHALL BE RESTRICTED TO THE USE OF HIGHWAY LEGAL SIZED TRUCKS AND TRAILERS ON THE DESIGNATED ROADS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

SPECIAL NOTES:

- THE NOTES PLACED ON THIS PLAN SHEET ARE TO BE USED AS A GUIDE FOR VARIOUS TOPICS DESCRIBED. SPECIFIC DETAILS AND FURTHER EXPLANATIONS OF THE VARIOUS NOTES ARE DESCRIBED AT LENGTH IN THE SPECIFICATIONS AND WITHIN THESE PLANS.
- DUE TO LEVEE CROWN ELEVATION VARIATIONS, TOP OF RIPRAP TO BE BROUGHT UP TO A CONSTANT ELEVATION OF 12.0 FT.
- LANDSIDE MECHANICAL EQUIPMENT, E.G., BACKHOE, EXCAVATOR, LONG REACH, ETC. IS REQUIRED TO OBTAIN A WELL GRADED AND UNIFORM SLOPE, KEYWAY, AND FOR REARRANGING OF EXISTING SLOPE PROTECTION PRIOR TO PLACEMENT OF NEW QUARRY STONE RIPRAP, UNLESS OTHERWISE DESIGNATED BY THE ENGINEER.



TYPICAL AB AND LUMBER PLACEMENT

NOT TO SCALE

FILE SPEC: P:\2153_Lincoln_Village_West_RD_1608\0280_Levee_Crown_Road_Repairs\08_Civil\400_Plans\020_CAD_Sheets\02-Notes and Details.dwg
PLOT DATE: Dec 28, 2022 4:01pm

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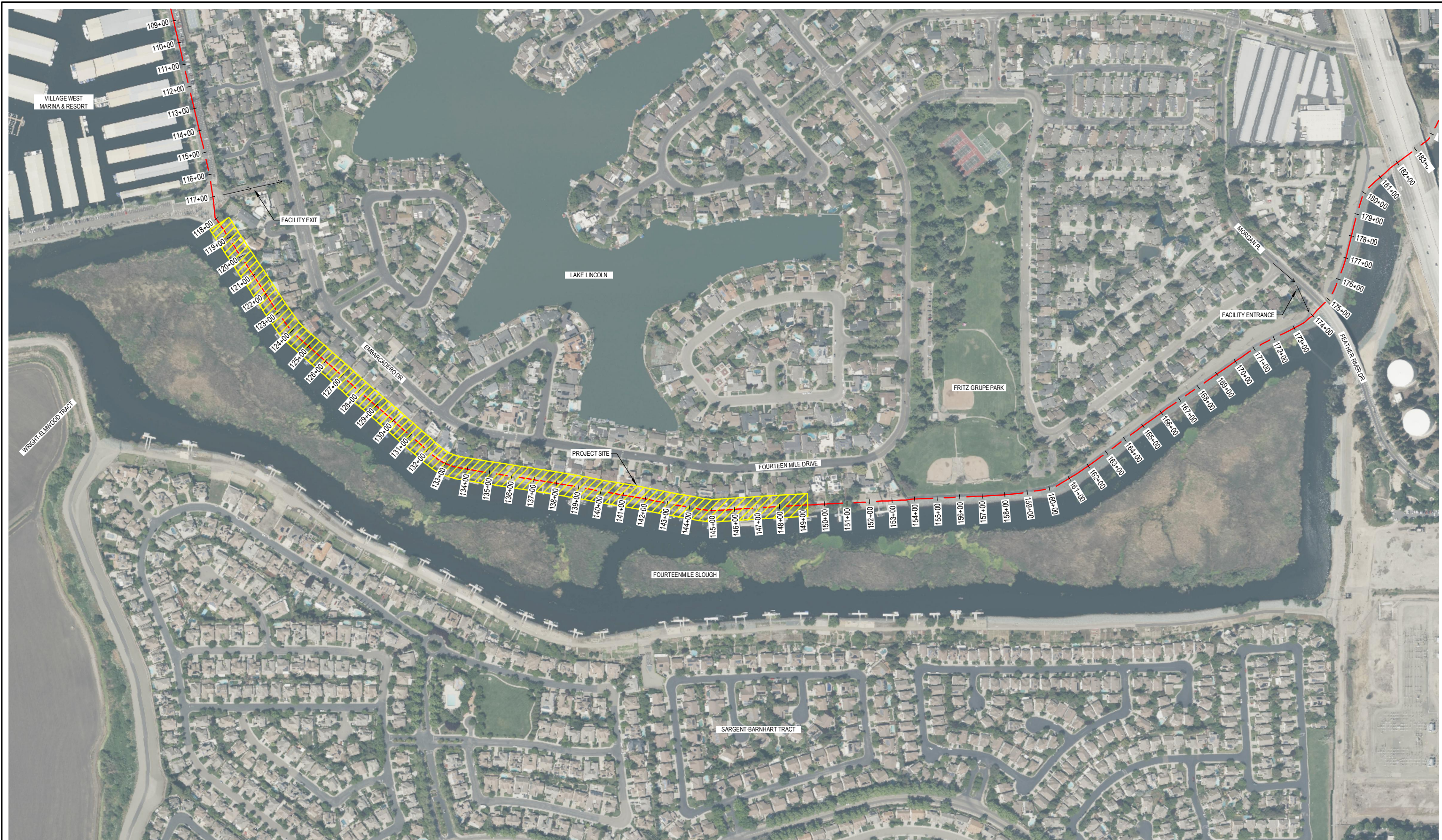
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SAN JOAQUIN COUNTY, CALIFORNIA

2023 LEVEE CROWN ROAD REPAIRS
NOTES & DETAILS

DATE DECEMBER 2022
SHEET IDENTIFICATION G-002
SHEET 2 OF 12
KSN PROJECT FILE NO. 2153-0280

FILE SPEC: P:\2153_Lincoln_Village_West_RD_1608\0280_Levee_Crown_Road_Repairs\08_Civil\400_Plans\020_CAD_Sheets\03-Base Map.dwg
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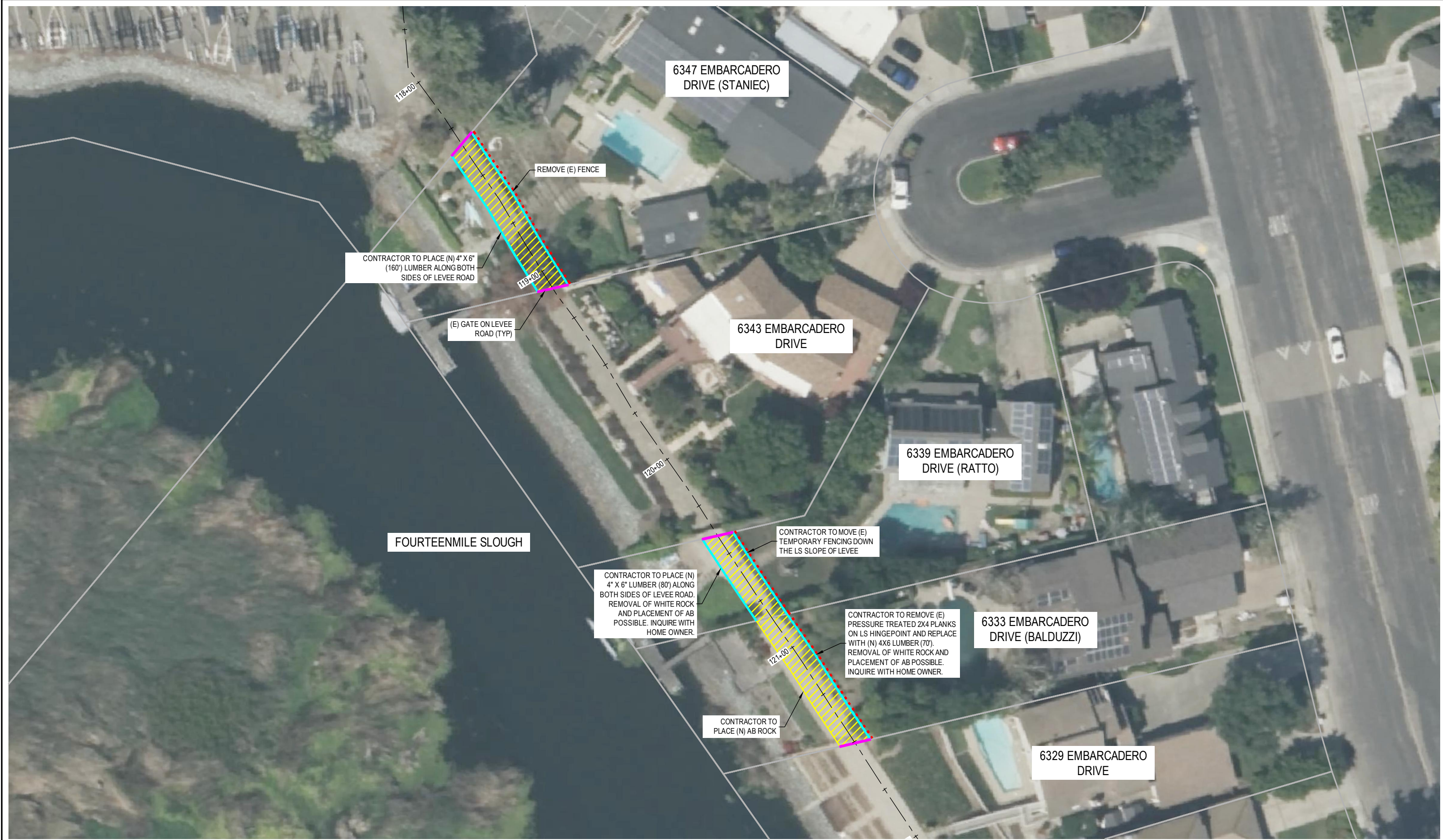


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 SAN JOAQUIN COUNTY, CALIFORNIA
**2023 LEVEE CROWN ROAD REPAIRS
 BASE MAP**

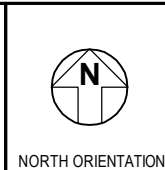
DATE
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 SHEET IDENTIFICATION
C-101
 SHEET 3 OF 12
 KSN PROJECT FILE NO.
 2153-0280

FILE SPEC: P:\2153_Lincoln_Village_West_RD_1608\0280_Levee_Crown_Road_Repairs\08_Civil\400_Plans\020_CAD_Sheets\04-Plan_Details_&_xSections_Simple.dwg
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- 3/4" AB PLACEMENT
- 4" x 6" PLANK PLACEMENT
- (E) PLANK/OTHER REMOVAL
- (E) GATE ON LEVEE ROAD



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**2023 LEVEE CROWN ROAD REPAIRS
 BASE MAP - PLAN DETAIL**
 STA 118+00 TO STA 122+00

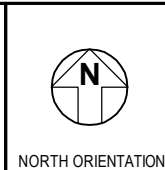
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C-102
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 KSN PROJECT FILE NO.
 2153-0280

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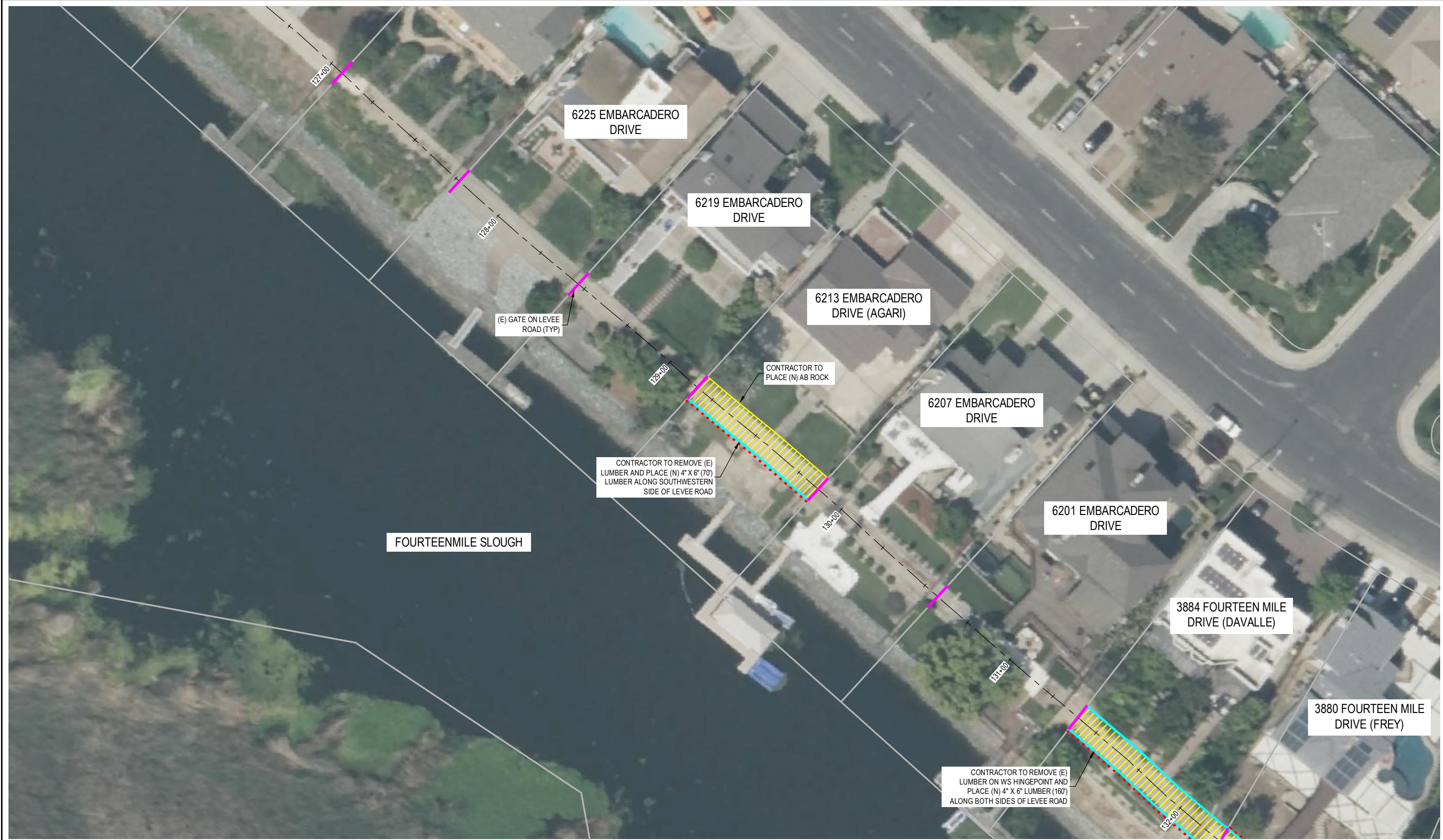
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DATE
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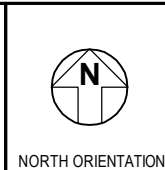
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2023 LEVEE CROWN ROAD REPAIRS
 BASE MAP - PLAN DETAIL
 STA 126+75 TO STA 132+00

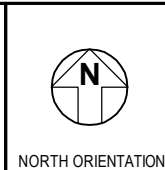
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2023 LEVEE CROWN ROAD REPAIRS
 BASE MAP - PLAN DETAIL
 STA 131+00 TO 137+50

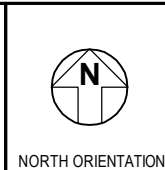
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 BASE MAP - PLAN DETAIL
 STA 137+50 TO 143+50

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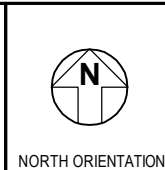
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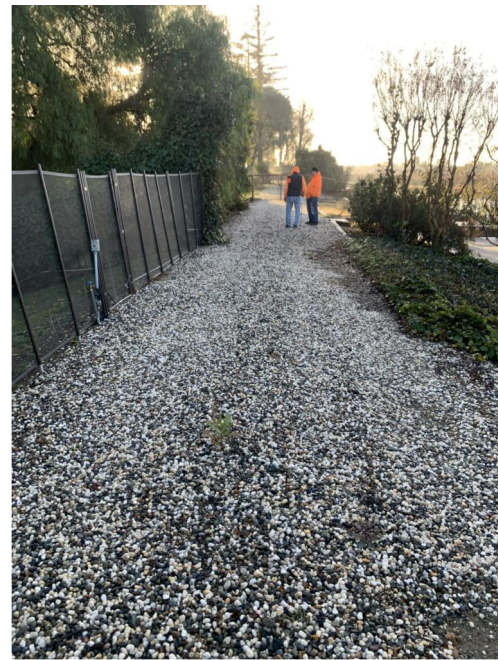
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 SHEET 9 OF 12
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2 RATTO PROPERTY PHOTO
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3 BALDUZZI PROPERTY PHOTO
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4 VIGNOLO PROPERTY PHOTO
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5 BLACK PROPERTY PHOTO
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6 CHEN PROPERTY PHOTO
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7 BUSSO PROPERTY PHOTO
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8 AGARI PROPERTY PHOTO
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SAN JOAQUIN COUNTY, CALIFORNIA

**2023 LEVEE CROWN ROAD REPAIRS
SITE DETAIL PHOTOS**

DATE: DECEMBER 2022
SHEET IDENTIFICATION: **C-501**
SHEET 10 OF 12
KSN PROJECT FILE NO. 2153-0280



9 DAVALLE PROPERTY PHOTO
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10 FREY PROPERTY PHOTO
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11 MEYERS PROPERTY PHOTO
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SITE DETAIL PHOTOS

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C-502
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17 LOW PROPERTY PHOTO
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18 NAKAMURA PROPERTY PHOTO
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2023 LEVEE CROWN ROAD REPAIRS SITE DETAIL PHOTOS	SHEET IDENTIFICATION C-503
	SHEET 12 OF 12 KSN PROJECT FILE NO. 2153-0280

ITEM 6



EMERGENCY OPERATIONS PLAN BASE PLAN



RECLAMATION DISTRICT No. 1608 Lincoln Village West

CA WATER CODE SECTION 9650



December 5, 2022

San Joaquin County

REGIONAL FLOOD EMERGENCY RESPONSE PROJECT - PHASE III

039

This document was last updated on December 5, 2022 based on input from a meeting with stakeholders on 4/21/2022.



Prepared by KJELDTSEN SINNOCK & NEUDECK, INC. and HOWELL CONSULTING, INC. for Reclamation District 1608 – Lincoln Village West with funds awarded to San Joaquin County Office of Emergency Services under the California Department of Water Resources Flood Emergency Response Grant Program.

This document satisfies the requirements of California Water Code Section 9650.



Kjeldsen, Sinnock & Neudeck, Inc.
1550 Harbor Blvd., Suite 212
West Sacramento, CA 95691
(209) 946-0268 | (916) 403-5900



Howell Consulting, Inc.
Brenna Howell
(916) 202-2635
brenna@brennahowell.com

This Flood Safety Plan (“Plan”) is intended to be a set of guidelines to be followed in the event of a flood emergency. Emergency conditions may vary significantly, and may require that different elements of the Plan be utilized depending upon the nature and extent of the particular emergency event, despite language in the Plan that appears to mandate certain actions. Notwithstanding anything to the contrary set forth in the Plan, including any language that appears to require particular action(s), the District preserves the ability to undertake all or any portion of the Plan as necessary and appropriate to respond to the particular emergency and preserve life and property. Under no circumstances will the District Board or its officers or employees be personally responsible for the procedures undertaken or not undertaken by Reclamation District 1608 – Lincoln Village West in the event of a flood emergency, regardless of whether such procedures were or were not included in the Plan.

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PLAN PROMULGATION

Date: _____

To whom it may concern:

This document and accompanying flood contingency map, having been duly reviewed and approved by the Board of Trustees of Reclamation District 1608 – Lincoln Village West, is hereby promulgated as the official emergency plan of the District. District staff is hereby directed to use this plan as the basis for emergency response to flood events. This plan meets the safety plan requirements of Section 9650 of the California Water Code (AB156) and is compliant with the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), and National Response Framework.

The **District Secretary** is hereby directed to distribute this plan to outside agencies in accordance with the Record of Initial Distribution to ensure proper inter-agency coordination during emergency operations. The **District Secretary, District Legal Counsel, and District Engineer** shall review this plan and accompanying annex annually for needed changes and updates and is authorized to make routine updates and changes to the plan required by changes in district operations and personnel and changes to outside agency plans that affect district operations.

The Board of Trustees of Reclamation District 1608 – Lincoln Village West shall review this plan once every pre-flood season and after any major flood event where the plan was used to guide District response. The **District Secretary** shall maintain a record of Board plan reviews and approval actions in accordance with District documentation procedures and policies.

Sincerely,

_____, President
Board of Trustees
Reclamation District 1608 – Lincoln Village West

RECORD OF CHANGES AND REVIEWS

Revision # or Review Date	Name of Person Performing Review	Sections Revised	Date of Adoption	Name of Approving Authority
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1

RECORD OF INITIAL DISTRIBUTION

Agency Name	Address	Date Provided
Reclamation District 1608 – Lincoln Village West District Office	3121 W March Ln #100, Stockton, CA 95219	
San Joaquin Office of Emergency Services	2101 E. Earhart Ave., #300 Stockton, CA 95202	
Kjeldsen, Sinnock & Neudeck, Inc.	711 N. Pershing Ave Stockton, CA 95206	
Department of Water Resources Flood Operations Branch	3310 El Camino Ave Sacramento, CA 95821	
California Office of Emergency Services	3650 Schriever Ave Mather, CA 95655	
Central Valley Flood Protection Board	3310 El Camino Ave. Rm 151 Sacramento, CA 95821	

SECTION 1 | PLAN INTRODUCTION

1.1 PURPOSE

The primary purpose of this Reclamation District 1608 – Lincoln Village West (District or RD 1608) Flood Safety Plan is to ensure that District staff can meet response objectives in a flood emergency as well as effectively interact with other jurisdictions performing emergency functions within and around the District. The second purpose is to comply with requirements of the California Water Code Section 9650-51 (AB156), which require levee maintaining agencies that oversee levees protecting more than 1,000 residents to develop a local flood safety plan.

This Plan is intended to be used in conjunction with the emergency operations plans of the State of California (State EOP) and the San Joaquin Operational Area (OA) to facilitate multi-jurisdictional coordination. Although this is a public document, specific procedures and information are of a sensitive nature and personal information may be edited out of publicly available versions. The full document is subject to restricted-use handling procedures.

1.2 SCOPE

RD 1608, as an independent jurisdiction, has responsibility for the maintenance of the levee within its jurisdictional boundaries. While the District will work with, and assist, if possible, the local jurisdiction(s) responsible for other public safety functions within the District, this District Flood Safety Plan only contains detailed procedures for meeting District emergency responsibilities. The manner of interacting with other jurisdictions is described but the operational plans of other jurisdictions with public safety responsibilities within the area protected by District levees are only referenced in this document.

This flood safety plan will cover the items listed below in the respective sections. Refer to Attachment 8 for a comprehensive crosswalk of this Flood Safety Plan and CA Water Code 9650.

Item	Covered in:	CA Water Code Section
District Flood Preparedness Procedures	EOP	9650 (b)(1)]
District Levee Patrol Procedures	EOP and FCM	9650 (b)(2)]
District Flood Fight Procedures	EOP and FCM	9650 (b)(3)]
Evacuation Plan and Procedures	Referenced	9650 (b)(4)]
District Flood Water Removal Procedures	FCM	9650(b)(5)]
District Recovery and After-Action Follow up Procedures	EOP	9650 (b)(1)]

1.2.1 PLAN NOMENCLATURE

While essentially the same in general concept, several key guidance documents have used different titles for this “local flood emergency plan”. California Water Code Section 9650-51 (AB156), which applies to all local Levee Maintaining Agencies (LMAs) protecting 1,000 or more people, calls it a “safety plan”. DWR documents referencing this statute tend to modify that title to “flood safety plan” or “levee safety plan”. The Comprehensive Preparedness Guide (CPG) 101 v.3.0 issued by the Federal Emergency Management Agency (FEMA) uses the term “Emergency Operations Plan”. **In order to avoid confusion, this plan will call the document referred to by all the titles listed above as a local “Flood Safety Plan.”** This term should be understood as addressing both the statutory requirement, the response gap identified in regional flood management plans, and the State planning priority enunciated in DWR policy documents.

1.2.2 PLAN STRUCTURE

This Flood Safety Plan is structured as a traditional functional Emergency Operations Plan, in accordance with FEMA’s CPG 101 v.3.0. In accordance with this federal guidance, and in light of the limited complexity of levee maintaining agencies’ emergency organization, the Flood Safety Plan will consist of two parts: a written Emergency Operations Plan (EOP) – Base Plan and one hazard-specific annex (Annex A - Flood). This annex will be referred to as the Flood Contingency Map (FCM) within this document.

Flood Safety Plan

Composed of two major parts

1 EMERGENCY OPERATIONS PLAN BASE PLAN



2 FLOOD CONTINGENCY MAP



As stated previously, the Flood Safety Plan is composed of two parts as shown in the Figure 1. The FCM supplements the EOP by providing more specific and detailed field infrastructure information and procedures to facilitate field-level decisions and operations. Therefore, to use this Flood Safety Plan effectively, both elements must be used together.

Emergency Operations Plan (EOP)

The EOP is the written document that contains an overview of administrative District response procedures, emergency legal and spending authorities, and response activation triggers. While the majority of the plan is focused on administrative procedures, the response activation triggers may also contain critical field actions. Therefore, users should use this plan supplemented by the FCM.

Flood Contingency Map (FCM)

The FCM contains the District’s critical field information and procedures that guide field flood fight operations and coordination with other agencies. These GIS-based maps display critical levee and field information, and operational information across a series of text boxes. The GIS format allows for easy information sharing both horizontally and vertically.

This Flood Safety Plan also follows guidance of the National Response Framework and incorporates Standardized Emergency Management and National Incident Management System (SEMS/NIMS) concepts. Finally, this plan addresses response gaps identified in the

FIGURE 1 | FLOOD SAFETY PLAN

Regional Flood Management Plans and supports State emergency preparedness priority listed in the Central Valley Flood Protection Plan.

See Attachment 7 or a detailed crosswalk of how this Flood Safety Plan meets requirements of CA Water Code 9650(AB156).

SECTION 2 | CONCEPT OF OPERATIONS

2.1 SITUATION OVERVIEW

Reclamation District 1608 is a political entity charged by the State of California to protect and maintain the levees providing flood protection to the area of northwest Stockton commonly known as Lincoln Village West.

Reclamation District 1608 is bordered on the north by Five Mile Slough, on the west and south by Fourteen Mile Slough, and on the east by Swenson Golf Course and Plymouth Road. The crown of the District levees along Fourteen Mile Slough and Five Mile Slough are at approximate elevation 13.2 (NAVD 88). The ground elevation for most of the District is approximately elevation 2.5 (NAVD 88), rising to approximately elevation 5.0 at the Swenson Golf Course border.

Fourteen Mile Slough is connected to the waters of the San Joaquin Delta and is therefore influenced by tidal stages.

Five Mile Slough is not directly connected to the San Joaquin Delta and the tidal stages. A gated weir and pump station was constructed at the confluence of Five Mile Slough and Fourteen Mile Slough which controls tidal flows from entering Five Mile Slough. When the gates are fully open, Five Mile Slough is directly connected to the Delta tidal stage and its fluctuations. When the gates are closed, Five Mile Slough is isolated from the Delta and is not affected by tidal stages. The gates are controlled to minimize high tide fluctuations from backing up into the area east of the gated weir.

Reclamation District 1608 is a heavily populated area with an overall population of less than 10,000. Notable critical infrastructure within Reclamation District 1608 includes Interstate 5 and additional infrastructure information is contained in Annex A.

See the San Joaquin County Office of Emergency Services for a comprehensive flood risk assessment of the County. See the FCM of this plan for District jurisdictional boundaries, levees, pumping stations, supply depots, historical flooding summary, locations of past breaches and areas of historic seepage or erosion, topography, and characteristics of waterways fronting District levees.

District staff will carry out routine preparedness activities at the beginning of flood season as described in this section. The FCM of this plan describes the concept of operations and protocols for District flood fight activities. Section 3, Organization and Responsibilities, of this document describes authorities and responsibilities for performing both routine and emergency activities.

2.2 GENERAL APPROACH TO SEASONAL FLOOD PREPAREDNESS

RD 1608 personnel will carry out routine preparedness activities at the beginning of flood season as described in this section. The FCM of this plan describes the concept of operations and protocols for active RD 1608 flood



FIGURE 2 | OVERVIEW OF RD 1608

fight activities. Section 3, Organization and Responsibilities, describes authorities and responsibilities for performing routine and emergency activities.

2.2.1 ROUTINE PREPAREDNESS AND INFRASTRUCTURE MAINTENANCE

District staff perform the following routine flood preparedness actions:

- Inspect District levees once a week on a routine basis
- Ongoing and routine baiting and grouting program for ground rodents
- Ongoing and routine vegetation control program
- Annual inspection and inventory of District flood fight supplies
- Semi-annual joint inspection of levees with State inspectors
- Periodic joint inspection of levees with Federal inspectors
- Annual inspection and maintenance of access control gates on levees

District owns and maintains one (1) pumping station for internal drainage control. See Flood Contingency Map for location of pumps.

District operations & maintenance programs available in separate documents.

2.2.2 MONITORING AND ANALYSIS

The **District Superintendent and/or Engineer** will monitor and analyze throughout the flood season the water conditions, elevations, and forecasts for waterways affecting District levees for the purpose of promptly identifying heightened threats to the integrity of District levee and drainage systems. The objective of this monitoring effort is to identify objective conditions that warrant additional actions beyond routine flood season preparedness activities.




Datum Conversion

Unless otherwise noted, all elevations in this plan or displayed on the FCM use the NAVD88 datum (North American Vertical Datum, 1988) to remain consistent with DWR funding requirements, USACE (US Army Corp of Engineers), Federal Emergency Management Agency (FEMA), and DWR Statewide Emergency Response Grant requirements.

It is important to note that all gages used in this Flood Safety Plan reference NAVD88. However, data prior to October 2008 references NGVD29. In the event historical data needs to be consulted, conversion factors have been provided.

Gages listed below are used by the District for guidance for upstream and downstream conditions. Datum conversions are summarized in Table 1.

TABLE 1- DISTRICT PRIMARY GAGE AND TRIGGER ELEVATIONS

CDEC / CNRFC Gages	DWR Triggers (New Datum, NAVD88)		DWR Triggers (Old Datum, NGVD29)
<p><u>VNCC1</u> Sac River Delta at Venice Island</p>	Level 1: Monitor	8.0'	7.4'
<p><u>VNI</u> San Joaquin River at Venice Island</p>	Level 2: Flood	9.0'	8.4'
<div style="display: flex; align-items: center;">  <p>Scan the QR code with your phone for VNCC1</p> </div> <p>0 Datum used by CDEC Reported Values: 0' NAVD88: Conversion to (NAVD88): $NAVD88 + 0.5' = NGVD29^1$</p>			
<p><u>MSD / MOSC1</u> San Joaquin River at Mossdale Bridge</p>	Level 1: Monitor	19.5'	17.0'
	Level 2: Flood	28.5'	26.2'
	Level 3: Danger	29.5'	27.2'
<div style="display: flex; align-items: center;">  <p>Scan the QR code with your phone for MOSC1</p> </div> <p>0 Datum used by CDEC Reported Values: 0' NAVD88 Conversion to Old Datum (NGVD29): $NAVD88 - 2.38' = NGVD29^2$</p>			
<p><u>BEN/ THTC1</u> Mokelumne River at Benson's Ferry Near Thornton</p>	Level 1: Monitor	12.0'	12.75'
	Level 2: Flood	17.0'	17.75'
<div style="display: flex; align-items: center;">  <p>Scan the QR code with your phone for THTC1</p> </div> <p>0 Datum used by CDEC Reported Values: 0' NAVD88 Conversion to (NAVD88): $NAVD88 + .75' = NGVD29^3$</p>			

The **District Engineer or District Trustees** are responsible for monitoring gages and conditions to identify when triggers for taking additional action beyond routine flood preparedness are reached as described in Section 2.2.3.

¹ VNI Conversion Source: DWR October 2006 Datum Change, [2006 Datum Change \(ca.gov\)](#)
² MSD Conversion Source: DWR October 2006 Datum Change, [2006 Datum Change \(ca.gov\)](#)
³ BEN Conversion Source: DWR October 2006 Datum Change, [2006 Datum Change \(ca.gov\)](#)

Secondary Monitoring Gages and Information Sources

- San Joaquin River at Mossdale Bridge (CDEC Station ID – **MSD**) – NAVD88
- Mokelumne River at Benson’s Ferry (CDEC Station ID **BEN**) – NAVD88
- California Data Exchange Center (CDEC)
- National Weather Service California-Nevada River Forecast Center forecasts
- Department of Water Resources Flood Operations Branch alerts

In addition to monitoring river stages, the following conditions are also monitored since they could exacerbate threat to levee integrity and/or increase level of alertness. These conditions can include:

- High Southeast Winds (greater than 20 mph)
- Rapid Rise in River Condition
- High Tide Condition, and monitoring elevation of low tide
- Low Barometric Pressure Conditions

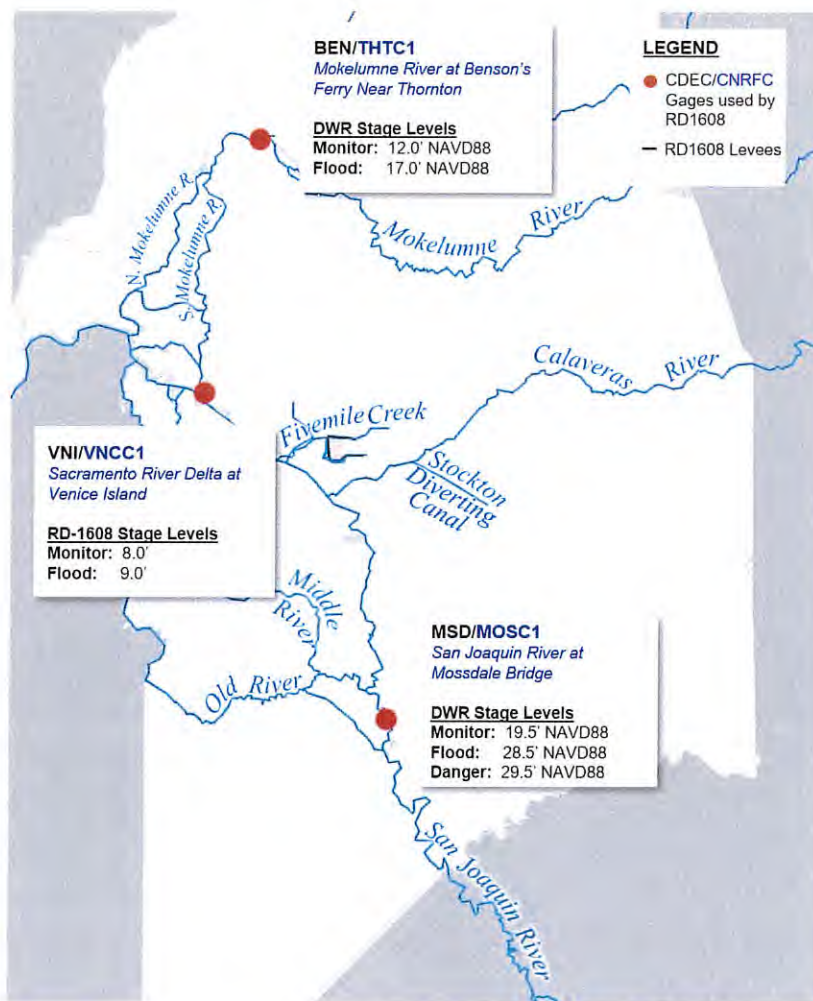


FIGURE 2 | RD 1608 PRIMARY GAGE STATIONS

2.2.3 ALERTING, ACTIVATION, AND INITIAL RESPONSE

Gages and information sources previously identified will be monitored to detect the following objective conditions which will trigger the response actions shown below each. The following guidance conditions and respective required actions are hereby established and presented in Table 2 on the following page.

The triggers and actions described herein have been developed based on years of historical experience with high water and flood events on this levee system, published guidance provided by the USACE and DWR. Guidance in Table 2 is not intended to restrict the District, or others concerned, to a rigid set of rules for every condition that may arise. Triggers and actions are to be used as recommended guidance, that may be changed and adjusted to meet the needs of a future flood event.



TABLE 2 – TRIGGER ELEVATIONS AND RESPONSE ACTIONS

THREAT TO LEVEE INTEGRITY		
Condition	Action(s)	Action Taken? Yes/No If No, Explain
<p><u>Threat to Levee Integrity</u> Identification, or verified report, of any out of the ordinary condition on the Districts' levee system that presents a potential risk of levee failure</p>	<ol style="list-style-type: none"> 1. The RD 1608 District Superintendent and/or Engineer will notify the Board of Trustees, and District Engineer of imminent threat. 2. A Delegation of Authority Letter is issued confirming a RD 1608 Incident Commander (Attachment 2, page 29). 3. RD 1608 Incident Commander activates District personnel and arranges safety/staking briefing, and if possible, SEMS/NIMS review. 4. RD 1608 Incident Commander activates response functions as needed in accordance with Incident Command System (ICS) protocols and field response procedures outline on the Flood Contingency Map. 5. RD 1608 Incident Commander initiates action to prevent levee failure and restore levee condition. 6. RD 1608 Incident Commander contacts County OES and confers on the advisability of a proclamation of local emergency, if not already issued. 7. RD 1608 Incident Commander notifies the State/Federal Flood Operations Center. 8. RD 1608 considers executing Emergency Resolution (Attachment 4, pg. 31) or Notification of Emergency (Attachment 5, pg. 33), if not already. 	

LEVEL 1 – MONITOR	Action Taken?
<p>Sacramento River Delta at Venice Island (CNRFC gage ID: VNCCI) reaches 8.0 ft (NAVD88) AND forecast to rise OR</p>	<p><u>Yes/No</u> If No, explain</p>
<p>District Superintendent and/or Engineer notifies District Board and San Joaquin County OES via email that Monitoring Stage has been reached.</p> <p>San Joaquin County OES Tiffany Heyer Director, Emergency Operations theyer@sjgov.org (209) 953-6200</p>	
<p>District Superintendent and/or Engineer identifies contract staff (temporary laborers) and/or volunteers and conducts a safety briefing. Superintendent asks volunteers to watch Just in Time Training Videos in preparation for levee patrols.</p> <p>Just in Time Training Videos www.musrlfood.squarespace.com Video 0101 – Basic Duties, Safety, and Worker’s Compensation (7 minutes) Video 0102 – Levee Patrol Equipment and Procedures (6 minutes) Video 0103 – Helping Document Costs (1.5 minutes)</p>	
<p>District Superintendent and/or Engineer initiates 12-hour patrols.</p> <p>See Levee Patrol Plan Text Box on the Flood Contingency Map.</p>	
<p>Confirm District flood fight materials and equipment inventory, if not already during preseason activities.</p>	
<p>Notes:</p>	

LEVEL 2 - FLOOD	Action Taken?
Sacramento River Delta at Venice Island (VNI) reaches 9.0 ft (NAVD88) AND forecast to rise	<u>Yes/No</u> If No, explain
Perform all actions listed under previous stage and following additional actions.	
The District Superintendent and/or Engineer notifies District President, Board of Trustees District Engineer that Flood stage has been reached.	
<p>A Delegation of Authority letter is issued confirming an RD 1608 Incident Commander (see Attachment 2, pg. 29), if not already done. A copy is provided to San Joaquin County OES.</p> <p style="padding-left: 40px;">San Joaquin County OES Tiffany Heyer Director, Emergency Operations theyer@sjgov.org (209) 953-6200</p> <p>The RD 1608 Incident Commander contacts San Joaquin County OES and confers on the advisability of a proclamation of local emergency, if not already issued.</p> <p>If necessary, District Incident Commander will activate existing standing contracts for additional labor, or may request anticipated CCC crews from San Joaquin OES.</p>	
<p>District Incident Commander increases levee patrols to 24-hr continuous patrols.</p> <p>See Levee Patrol Plan Text Box on the Flood Contingency Map.</p>	
Notes:	

2.3 PUBLIC ALERT AND WARNING

The jurisdictions identified below have the responsibility for providing emergency services to the general public within RD 1608. The District will promptly notify these jurisdictions of identified concerns with their levees or internal drainage system in accordance with the San Joaquin Operational Area protocols and will provide detailed information on the characteristics of the threat.

- San Joaquin County Office of Emergency Services
- San Joaquin County Sheriff's Department

The District will coordinate operations with these jurisdictions through the San Joaquin Operational Area. Response procedures for above public safety agencies will be found in agency emergency plans and the San Joaquin Emergency Operations Plan.

2.4 FLOOD FIGHT OPERATIONS

Flood fight operations, including levee patrol, will be conducted in accordance with the procedures in this Base Plan and those shown on the FCM. The FCM displays the District's concept of operations for emergency communications, patrol, flood fight, and dewatering operations. **This concept of operations will be modified as needed to meet the demands of actual emergency conditions.** Plans of jurisdictions with responsibility for warning and evacuation within the District are referenced on the FCM as well as in this EOP.

2.5 FEDERAL AND STATE DISASTER ASSISTANCE

The policy of RD 1608 is to maintain mitigation and emergency plans and procedures in order to remain eligible for disaster assistance under the federal Stafford Act and the California Disaster Assistance Act (CDAA). Emergency operations will be conducted and documented in compliance with conditions of those programs for reimbursement of disaster expenses.

Maintain Documentation

RD 1608 has assigned its **District Secretary** to maintain documentation during an emergency necessary for receipt of such assistance.

The District has the ability through the use of their Accounting System to track costs and resources specific to a drainage or levee section on a daily basis during a potential emergency or disaster event.

Experience has shown that minimum documentation for State and Federal assistance should include:

- Date/time stamped photographs of developing and progressing flood problems and emergency work
- Inventories and records of supplies, equipment, staff or contract hours, used per site
- GPS locations, including extents of damage/or areas of flood fighting.

Follow the SEMS/NIMS Ladder for Assistance Requests

During an emergency, if State or Federal assistance is needed, the District must follow the SEMS/NIMS ladder request process shown in Figure 3. The emergency begins at the local level, and requests can be made once each agency has exhausted their resources. **A critical step of accessing State and Federal assistance programs, is to request that San Joaquin County proclaim a local emergency.**

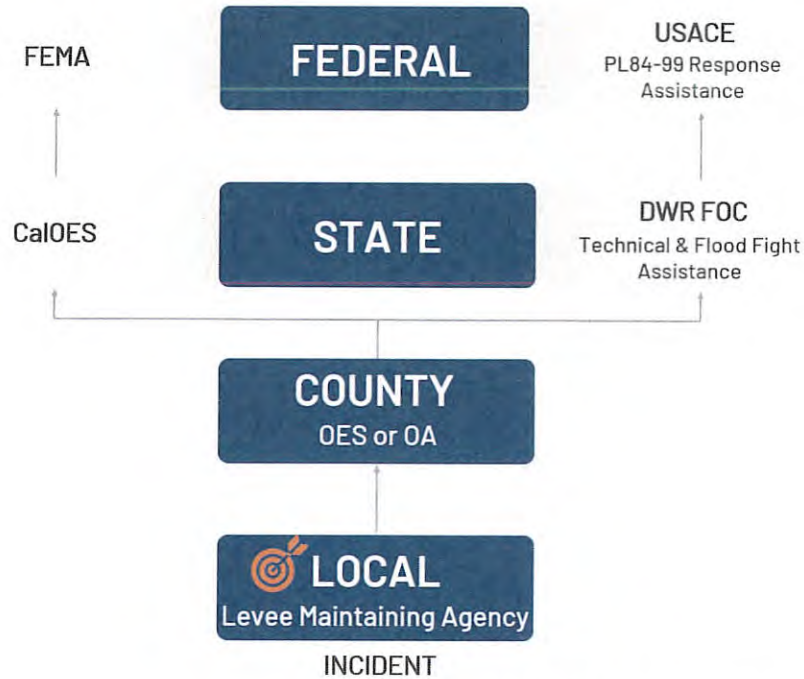


FIGURE 3 | SEMS/NIMS LADDER

SECTION 3 | ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

3.1 ORGANIZATION

The District will use its paid, contract, and volunteer staff as shown below to perform its responsibilities in a flood emergency. This day-to-day organizational structure will transition to an Incident Command Structure (ICS) structure as shown on the FCM once the District enters an emergency situation, as triggered by conditions outlined in Section 2.2.3.

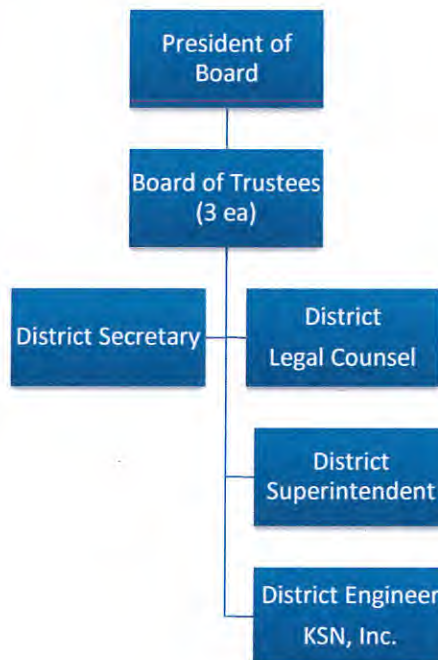


FIGURE 4 | ORGANIZATIONAL STRUCTURE

RD 1608 establishes through approval of this plan the additional job description and function of “Emergency Levee Worker” for the purpose of hiring, acquisition of volunteers, or re-assigning of District staff duties to support emergency operations. Volunteer emergency levee workers recruited through County Disaster Service Workers (DSW) Program or acquired at the time of an emergency or emergency levee workers acquired directly through hire or re-assignment will work under the appropriate District Incident Commander. All volunteers will be registered with the San Joaquin County OES as DSWs.

3.2 ASSIGNMENT OF RESPONSIBILITIES

The Board of Trustees of RD 1608 has made the following assignments of authority and responsibility to ensure that needed emergency actions can be taken promptly and efficiently.

3.2.1 MAKE LEGAL AND FINANCIAL COMMITMENTS ON BEHALF OF THE DISTRICT

Normal purchasing and contract authorities remain in effect. Upon designation of a RD 1608 Incident Commander in accordance with trigger conditions of **Section 2.2.3**, the following additional policy will be effective with those normal authorities:

District Emergency Procurement Policy

Upon appointment of the RD 1608 Incident Commander in accordance with Section 4.2.1, the RD 1608 Incident Commander is authorized to make the necessary expenditures or contracts required to correct threats to levee integrity upon consultation with Board President as soon as feasible. Members of the Board of Trustees will be notified of such purchase or contract decisions as soon as practical and/or consistent with the needs of the emergency. The District Incident Commander shall follow the emergency procurement procedures shown in **Section 6.3**.

3.2.2 REPRESENT DISTRICT IN SAN JOAQUIN OPERATIONAL AREA MULTI-AGENCY COORDINATION (MAC) GROUP

District Superintendent and/or District Engineer

3.2.3 PROVIDE PUBLIC INFORMATION

District Legal Counsel or designee

3.2.4 MAINTAIN EMERGENCY EQUIPMENT, SUPPLIES, AND RESOURCES

District Superintendent

3.2.5 MONITOR WATER CONDITIONS, ELEVATIONS, AND FORECASTS

- Level 1: District Engineer and Superintendent, or designee
- Level 2: Incident Commander, District Engineer, Superintendent, or designee

3.2.6 ACQUIRE AND/OR DIRECT INCIDENT STAFF DURING EMERGENCY OPERATIONS

- Level 1: District Engineer
- Level 2: Incident Commander or District Engineer

3.2.7 DOCUMENT EXPENDITURES, EMERGENCY ACTIONS, AND REQUESTS FOR MUTUAL AID

- Level 1: District Engineer, Attorney, or designee
- Level 2: Incident Commander, District Engineer, Attorney, or designee

SECTION 4 | DIRECTION, CONTROL, AND COORDINATION

4.1 MANAGEMENT OF DISTRICT OPERATIONS AND COORDINATION WITHIN DISTRICT

District staff authorized and responsible for carrying out the actions outlined in Section 3, Organization and Responsibilities will use the direction, control, and coordination facilities and processes described in this section. Communications and logistics systems for command, coordination, and response are described in Sections 5 and 6.

District staff will use the National Incident Management System (NIMS), and the Standardized Emergency Management System (SEMS), to organize District response activities. District staff will comply with the procedures of any established field Unified Flood Fight Command to which the District is assigned, the Multi-Agency Coordination System (MACS) of its Operational Area or any other “as needed” command structure put in place by local officials (San Joaquin County OES/Sheriff) for purposes of inter-agency coordination.

4.1.1 MANAGEMENT AND POLICY

The District shall maintain direction and control of District operations during emergency periods. The District Board shall meet and confer as deemed necessary by the District Management during emergency operations to perform their policy making and financial responsibilities during emergency response operations. District meetings will occur in the field or at the office of the District.

District will issue a Delegation of Authority letter (see Attachment 2, pg. 29) upon reaching an emergency conditions, as triggered by the condition indicated in Section 2.2.3.

4.1.2 DISTRICT INCIDENT COMMAND

The District will appoint one Incident Commander to manage all threats to levee integrity or needed containment actions on its levee system as a single Incident Complex during any single flood event as allowed and defined in NIMS protocols. The District will operate on a 24-hour operational period and issue an Incident Action Plan (written or verbal) outlining District response objectives at the beginning of each operational period.

District Incident Commander Protocol:

The Board of Trustees of RD 1608 authorize, through the approval of this plan, the **District Superintendent, Engineer or designee** to assume the position of RD 1608 Incident Commander in accordance with the trigger conditions of Section 2.2.3. In that case, the Superintendent or designee will distribute the signed Delegation of Authority Letter (see Attachment 2) to District staff, Central Delta Unified Flood Fight Command, and San Joaquin OES. The Superintendent or designee is furthermore authorized to delegate the RD 1608 Incident Command function to another staff member if appropriate through issuance of a Delegation of Authority Letter which will also be distributed to District staff and San Joaquin Operational Area by the **District Superintendent, Engineer or designee**.

4.1.3 INCIDENT COMMAND FACILITIES

District Field Command Post: **Lincoln Village West Marina, In-Shape City at the Marina**

Other incident command tactical facilities (e.g. staging areas, helispots) for District are as shown on the FCM.

4.2 MANAGEMENT AND COORDINATION WITH OTHER JURISDICTIONS

The Superintendent or designee will ensure that proper management and coordination is maintained with the following:

- Other public agencies and jurisdictions operating within the District,
- Neighboring levee maintaining agencies through the Metropolitan Unified Flood Fight Command, and
- San Joaquin County OA.

The following procedures, described in section 4.2.1 through 4.2.4, will be followed to accomplish this function.

4.2.1 UNIFIED FLOOD FIGHT COMMAND

San Joaquin County has established pre-planned unified flood fight commands with pre-identified command post locations to facilitate coordination and mutual aid between neighboring levee maintaining agencies and their supporting city, county, fire district, state, and federal agencies. The District will participate in the Metropolitan Unified Flood Fight Command, or process established by the San Joaquin Operational Area. Unified activation, situation assessment, resource sharing, and joint flood fight strategy planning for multiple agencies will take place within the operational protocols outlined in the Metropolitan Unified Flood Fight Command map and manual.

See Central Delta Unified Flood Fight Command map and manual.

4.2.2 OPERATIONAL AREA (OA) EMERGENCY OPERATIONS CENTER

The County of San Joaquin maintains and hosts the Operational Area (OA) and emergency operations center (EOC).

Primary Operational Area EOC location: 2101 E. Earhart Ave, #300, Stockton, CA 95202

The San Joaquin Operational Area will prioritize allocation of resources including mutual aid, perform information sharing, and conduct coordination processes in accordance with San Joaquin County OES.

The OA Planning/Intelligence Section will provide disaster information and situation status to participating jurisdictions upon activation in an emergency. This District will participate in this disaster information sharing process. See relevant San Joaquin County plans and procedures.

The District will communicate with the San Joaquin Operational Area through cellular telephones or physical participation in Operational Area management meetings. In addition, the District will communicate with the San Joaquin Operational Area through participation in the Metropolitan Unified Flood Fight Command.

4.2.3 STATE-FEDERAL FLOOD OPERATIONS CENTER

The Department of Water Resources has special authority under Water Code Section 128 to assist LMAs with flood fight operations. The Department of Water Resources maintains the State-Federal Flood Operations Center (FOC) to perform these functions and support the operations of other State and Federal agencies. Once County

OES has submitted an assistance request on behalf of the District, the District will maintain communications with the FOC in order to receive and provide information with that facility and to request technical assistance.

The District will communicate with the State-Federal Flood Operations Center through cellular telephones, internet email, participation in the Metropolitan Unified Flood Fight Command, or through the San Joaquin Operational Area when State and Federal representatives are present.

4.2.4 OPERATIONAL AREA JOINT INFORMATION CENTER

Public Information to the general public will also be coordinated, planned, and carried out through the San Joaquin Operational Area Public Information Officer (PIO) or Joint Information Center (JIC) if activated. The District will assist by providing risk communication as requested through the Operational Area. See relevant San Joaquin County EOP, plans and procedures for more information.

The **District will provide a PIO**, as requested, who will have authority to approve information releases to San Joaquin County. The District PIO will coordinate and work directly with the San Joaquin Operational Area at the beginning of the flood event.

4.3 ESSENTIAL SERVICES BUILDINGS

In accordance with CA Water Code 9650, any new buildings within the District's protected area, in which the inhabitants are expected to be essential service providers, must meet criteria (A) and (B):

- (A) The building is located outside an area that may be flooded; and
- (B) The building is designed to be operable shortly after the floodwater is removed.

"Essential Services Building" includes any building used (or designed to be used), or any building that a portion of which is used (or designed to be used), as a hospital, fire station, police station, or jail. These buildings would also include sheriff's offices, emergency operations centers, and emergency communications centers."

Levee maintaining agencies do not have the authority to regulate development. However, the District is a participating agency in the San Joaquin County Local Hazard Mitigation Plan, where it was agreed that the agency responsible for the regulation of development is San Joaquin County Flood Control and Water Conservation District. As stated in Elements C and D of the San Joaquin County Local Hazard Mitigation Plan, Revised 2017, the San Joaquin County Community Development Department currently regulates development (including essential services buildings) within flood hazard areas in accordance with the National Flood Insurance Program's minimum standards and requirements set forth in Chapter 9-1695 Flood Hazards of the San Joaquin County Code of Ordinances.

Agency responsible for regulating development: San Joaquin County Community Development Department

SECTION 5 | COMMUNICATIONS

5.1 COMMUNICATIONS ORGANIZATION

The District will maintain adequate communications equipment to implement this emergency plan. This section identifies equipment and/or systems available for communications:

- Between District staff, contractors, and other staff working under District supervision
- With other public agencies operating within the District
- With neighboring Districts
- With the San Joaquin Operational Area EOC
- With the State Flood Operations Center

5.2 INTERNAL AGENCY COMMUNICATIONS

District landline, cellular telephones, email, courier, virtual meetings, and physical participation in meetings.

5.3 COMMUNICATIONS WITH OTHER JURISDICTIONS

District landline, cellular telephones, email, courier, and physical participation in meetings.

5.3.1 SAN JOAQUIN OPERATIONAL AREA EOC

District landline, cellular telephones, email, courier, and physical participation in meetings.

5.3.2 DEPARTMENT OF WATER RESOURCES STATE-FEDERAL FLOOD OPERATIONS CENTER

Cellular telephones, district landline, email, and physical participation in meetings.

SECTION 6 | LOGISTICS AND FINANCE ADMINISTRATION

6.1 MUTUAL AID

The District is a member of the California Master Mutual Aid Agreement by virtue of being located within San Joaquin County who is a signatory to that agreement and will follow the processes outlined in those documents for requesting and providing mutual aid through standard and established protocols. Additional requests for support outside of the established Mutual Aid systems such as requests for technical assistance and services, flood fight crews, supplies and materials, and other resources will be made through the San Joaquin Operational Area EOC as appropriate.

In the event **technical assistance, flood fight assistance, or flood fight supplies from DWR or USACE** are needed, the SEMS/NIMS process must be followed:

1. RD 1608 Incident Commander will contact San Joaquin **County OES** to request technical assistance, flood fight assistance, or supplies via email and phone if necessary:

Tiffany Heyer
 Director, Emergency Operations
theyer@sjgov.org
 (209) 953-6200

San Joaquin Sheriff's Dispatch, request San Joaquin County OES Duty Officer
 (209) 468-440

2. If San Joaquin County has exhausted resources, the County may forward request to **DWR's Flood Operations Center (FOC)**

FOC 24-hr Number: (916) 576-2619
 Email: flood_center@water.ca.gov

6.2 RESOURCES

See **Attachment 3** for District pre-event inventories and stockpiles of flood fight resources and location(s) where they are stored during pre-event period.

6.3 PROCUREMENT

In the event of the issuance of a proclamation of local emergency by San Joaquin County, or issuance of an emergency resolution by the District Board, the following emergency procurement procedures will be followed by RD 1608:

District will maintain standard forms for initiating and executing emergency contracts and purchase orders with private vendors in accordance with Public Contract Code Article 60.5 (Sections 20920-20927 and 22050); see Attachment 4. The District maintains a standard contract form for contracts under \$25,000 which do not require a formal public bid process. The District maintains a separate contract form for all contracts for any improvement or unit of work, or for materials or supplies over \$25,000 adding a formal bidding process whereby the District shall be responsible for awarding to the lowest responsive, responsible bidder except as otherwise provided below.

In the event of any emergency, the District may negotiate and award a contract for the construction of work to prevent damage or repair damaged works without advertising for bids and expend any sum reasonably required in the emergency; however, the District will attempt to award contracts in a less formal bid environment (i.e. 2-3 telephone bid prices), if practical in light of the emergency. If notice for bids will not be given, the District shall comply with Chapter 2.5 of the California Public Contract Code (commencing with Section 22050).

Separate Emergency Filing System

District staff will establish a separate filing system for expenditures or financial documents pertaining to responding to the emergency. The filing system will be organized by date and vendor and work (incident) site. All contracts, purchase orders, invoices, and payment documentation will be notated with the levee site(s) where the services or materials acquired were used. The office personnel maintaining this filing system will cross reference the information and location of these files with the District Incident Commander each morning when the District Incident Action Plan (IAP) is issued.

Emergency Financial Documentation

Documentation concerning the acquisition of volunteers, mutual aid resources, and emergency hires will also be maintained in this filing system. The office staff maintaining this filing system will verify the locations where resources or personnel are being used with the RD 1608 Incident Commander each morning when the Incident Action Plan (IAP) is issued.

6.4 LOGISTICS FACILITIES

See **Flood Contingency Map (FCM)** for locations of pre-planned delivery points, locations of District supplies, and District supply staging areas and other logistics facilities.

6.5 FINANCE AND ADMINISTRATION

The District will maintain financial and administrative records associated with emergency response in accordance with *44 C.F.R. Part 13--Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*. Emergency construction records, including field reports, procurement and construction management files will be maintained by **District Secretary, District Engineer or designee**. District will maintain a safety plan for employees and work rules as appropriate.

Normal District work rules and financial procedures will remain in effect during the emergency period except where modified or supplemented by procedures in this plan or issued by the District Board at the time of the emergency.

The **District Engineer, District Secretary, and/or designee** will maintain and ensure compliance with District financial and administrative procedures during an emergency period to include compliance with any special procedures that may be appropriate to emergency operations and in accord with Board policies.

SECTION 7 | PLAN DEVELOPMENT AND MAINTENANCE

7.1 PLAN DEVELOPMENT AND MAINTENANCE

The District Board of Trustees is responsible for overseeing the development of this RD 1608 Flood Safety Plan, which is comprised of the EOP-Base Plan and Flood Contingency Map (Annex A - Flood). The Superintendent or designee is responsible for performing an annual review of this plan to determine the need for revisions or updates and issue authorized to approve routine updates and revisions.

The District Board will approve this plan when initially completed and will formally review and re-approve the Emergency Operations Plan and Flood Contingency Map at least every two years.

7.2 TRAINING AND EXERCISES

The District will comply with the San Joaquin County Training Program(s) to ensure effective implementation of this emergency operations plan and to meet minimum federal and state requirements for disaster reimbursement. All District training will comply with the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS).

All District trustees, employees, and volunteers who have emergency assignments or who are assigned to the “emergency levee worker” job function will receive NIMS/SEMS training in accordance with the District Training Policy shown in Attachment 1. In addition, District employees will receive training on the following subjects:

- District Flood Safety Plan (EOP – Base Plan and FCM);
- DWR Flood Fight Methods; and
- Just in Time Training Program www.musrflood.squarespace.com

District staff will participate in internal exercises and exercises sponsored by the San Joaquin Operational Area.

7.3 PLAN EVALUATION

The District Engineer will participate in the preparation of a written after-action report with the Operational Area after any emergency affecting District levees where a proclamation of local emergency was issued or an emergency resolution by the District Board.

The District Board will formally review the after-action report which will briefly describe District operations, any response problems that arose, and damage sustained by the District. The after-action report will also contain recommendations for improving flood emergency operations in the future. The District Board will provide direction to District staff as to the preparation of changes, additions, or revisions to the District flood safety plan.

SECTION 8 | AUTHORITIES AND REFERENCES

Federal

- Federal Civil Defense Act of 1950 (Public Law 920, as amended)
- Robert T Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended)
- Comprehensive Preparedness Guidance (CPG) 101 v. 3.0
- National Incident Management System (NIMS) Complexity Guide, January 2021
- National Incident Management System (NIMS) Training Program Manual, September 2011
- National Incident Management System (NIMS) Training Program, Summer 2021

State

- California Emergency Services Act (Chapter 7, Division 1 of Title 2 of the Government Code)
- Standardized Emergency Management System Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations)
- Guide to Developing a Local Flood Safety Plan (January 2014)
- California Water Code, Section 9650-51 (AB156)

Local

- [San Joaquin County Emergency Operations Plan, February 2022](#)
- [Metropolitan Unified Flood Fight Command Map](#)

SUMMARY OF ATTACHMENTS

Attachment 1 – Emergency Response Training Policy

- Outlines the District’s training policy, to be adopted by the Board of Trustees

Attachment 2 – Delegation of Authority Letter (Alternative to Attachment 2: Attachment 4)

- Approved ahead of the emergency via adoption of the District’s Emergency Operations Plan
- Documents the date/time that an Incident Commander is appointed
- Documents that the Incident Commander has made an “Emergency Finding” (in accordance with Section 2.2.3)
- Letter to be distributed to San Joaquin County OES, CA DWR, USACE, and other partners

Attachment 3 – LMA Flood Fight Supply Inventory

- Documents the District’s latest flood fight supply inventory
- To be updated every pre-flood season

Attachment 4 –Local Emergency Resolution Template

- Proclaim a Local Emergency
- Appoints an Incident Commander
- Defines who can make an emergency finding (determine that have an emergency condition)
- Defines authorities and spending limits of Incident Commander

Attachment 5 – Regulatory Resolution Template

- Notifies the USACE that an emergency exists and that emergency work will take place
- Asks USACE to notify all appropriate agencies as necessary

Attachment 6 – District Emergency Contract

Attachment 7 – Flood Safety Plan Components Which Meet CA Water Code 9650-51 (AB156)

ATTACHMENT 1: EMERGENCY RESPONSE TRAINING POLICY

Reclamation District 1608 – Lincoln Village West Emergency Response Training Policy

The Board of Trustees of Reclamation District 1608 – Lincoln Village West (RD 1608) hereby adopt the National Incident Management System (NIMS) for organizing emergency response activities. The Boards further establish the following emergency response and training policies in conformance with the Mid and Upper Sacramento River Regional Flood Response Training Program.

Emergency Response

In an emergency, the governing bodies are responsible for determining general response policy and performing financial oversight. The duly appointed Incident Commander(s) are responsible for organizing response activities in RD 1608's area of protection, supervising any hired staff or contractors working for the County or fire protection agencies, and coordinating with outside agencies. The County hereby establishes the position of Emergency Levee Worker for purposes of hiring or re-assigning staff at the time of the emergency for levee patrol and basic flood fight duties.

National Incident Management System Training Guidance

In regard to meeting national and State training requirements, San Joaquin County jurisdictions will comply with the provisions of the National Incident Management System Training Program Manual, September 2011 and any subsequent revisions to that document. The County will also comply with California Standardized Emergency Management System (SEMS) training requirements.

The NIMS Training Program Manual indicates that federal training guidance is not absolute and that organizations should tailor their training to the level of incident complexity that their staff would potentially manage. After careful review of the definitions of incident complexity levels shown on Page 16 of the NIMS Training Program Manual, the Board of Supervisors have determined that County responsibilities to patrol its levees and respond to threats to levee structural integrity would require County staff to manage no more complex than Type 4 incidents. RD 1608 training requirements outlined below meet NIMS training recommendations for Type 4 incidents (pages 17 and 18, NIMS Training Program Manual, September 2011) and SEMS training requirements.

RD 1608 Training Requirements

The Board of Trustees hereby establishes the following training requirements for their staff involved in flood emergency operations.

Board of Trustees

At least one member of the Board of Trustees will complete the G-0402, Incident Command System Overview for Executives and Senior Officials and the SEMS Executive Course, which will include SEMS/NIMS familiarization.

In the event that individuals have not completed the training at the time of activation, or more than 2 years have lapsed since training was completed, trustee(s) may complete the Just in Time Training Program's Module 0400 – Flood Response Organization, which can be accessed through musrflood.squarespace.com. Training shall be documented in a self-certification sign-in sheet.

Individuals Serving as Incident Commander

Individuals appointed as RD 1608 Incident Commander and Deputy Incident Commander, at the time of the emergency shall have completed, at a minimum, the SEMS Introduction, ICS-100 Introduction to the Incident Command System, ICS-200 ICS for Single Resources and Initial Action Incidents, and IS-700 NIMS An Introduction courses to meet Type 4 incident management requirements.

In the event that neither individual has completed those courses prior to this assignment, then such individuals may complete the Just in Time Training Program, accessible at musrflood.squarespace.com:

- **100 Module** – The Emergency Levee Worker, and
- **400 Module** – Flood Response Organization (particularly 0406 - The Incident Commander Position)

Staff, Personnel, and Volunteers Working as Emergency Levee Workers

Staff hired or transferred to serve as Emergency Levee Workers at the time of an emergency may complete the following modules of the Just in Time Training Program, accessible at musrflood.squarespace.com:

- **100 Module** – The Emergency Levee Worker
- **200 Module** – Levee Threat Monitoring Guidelines (for relevant levee issues)
- **300 Module** – Basic Flood Fight Methods
- **400 Module** – Flood Response Organization (if time permits)
- **500 Module** – The Flood Safety Plan

The Just in Time Training Program includes a summary of the SEMS Introduction, IS-100, IS-200, and IS-700 courses, levee monitoring procedures, basic flood fight methods, and safety information for their emergency duties prior to beginning work. In addition, such personnel will receive tailgate safety briefings for specific, complex emergency work that they may be called upon to perform.

This policy was hereby approved by the Board of Trustees of RD 1608 on _____.

By:

President
Reclamation District 1608 – Lincoln Village West

ATTACHMENT 2: DELEGATION OF AUTHORITY LETTER

RECLAMATION DISTRICT 1608 – LINCOLN Village West DELEGATION OF AUTHORITY LETTER

As of _____ hrs, _____, I have assumed/delegated the authority and responsibility
(date) (time) (circle one)
the complete management of the Reclamation District 1608 – Lincoln Village West _____
(Name of Incident)

Incident to _____ acting as District
(Name of Individual/s)

Incident Commander and Deputy Incident Commander respectively.

Instructions

As Incident Commander and Deputy Incident Commander, you are accountable to me and the Board of Trustees for the overall management of this incident including, but not limited to, control and supervision over District staff and contractors. I expect you to adhere to relevant and applicable laws, policies, and professional standards.

My general considerations for management of the incident are:

1. Provide for safety of District staff and other stakeholders.
2. Keep the Board and District Secretary informed of key actions, and the situation.
3. Comply with the District's Emergency Operations Plan and document conditions requiring its modification.

My specific directions and clarifications of authority for this incident are:

- 1.
- 2.
- 3.

President, Board of Trustees of RD 1608

Date

ATTACHMENT 3: DISTRICT FLOOD FIGHT SUPPLY INVENTORY

Insert District flood fight supply inventory

ATTACHMENT 4: EMERGENCY RESOLUTION TEMPLATE

RESOLUTION OF THE BOARD OF TRUSTEES Reclamation District 1608 – Lincoln Village West

Emergency Meeting Date: _____

RESOLUTION No. _____

WHEREAS, [describe event]

WHEREAS, the RD 1608's engineer was notified of these issues and contacted Reclamation District 1608 – Lincoln Village West Board of Trustees; and,

WHEREAS, upon notification of the possibility of levee failure, the President and RD 1608's attorney determined it was necessary to consider declaring an emergency and evaluate the possibility of levee failure.

NOW, THEREFORE, THE BOARD FINDS AND APPROVES AS FOLLOWS:

1. That the potential for _____ is high and that likely to constitutes a grave and immediate danger to the health and safety of the inhabitants within RD 1608's area of protection.
2. The immediate danger presented by _____ requires that the Board proclaim an emergency within RD 1608's boundaries pursuant to Government Code section 54954.2(b)(2), Water Code sections 50900, 50970, Public Contract Code section 1102, and Public Resources Code section 21060.3, and all other authorizations.
3. The needs of this emergency do not allow any notice prior to the Board meeting, as authorized by Government Code section 54956.5(a)(2), and by this proclamation of emergency the Board also authorizes _____ to assume the position of Incident Commander.

OR

3. The needs of this emergency only allow for a one-hour notice prior to the Board meeting, as authorized by Government Code section 54956.5(a)(1) and (b)(2) and by this proclamation of emergency the Board also authorizes _____ to assume the position of Incident Commander.
4. The Incident Commander will be accountable to the Board of Trustees for the overall management of the incident, including control of District personnel and contractors. The Incident Commander is authorized to make legal and financial commitments to correct threats to levee integrity, on behalf of RD 1608, in accordance with the Items 4 - 7 of this resolution.

5. After consultation with RD 1608's district engineer, it was [or is] estimated that immediate repair of the levee will [or will not] exceed \$25,000, which, under Public Contract Code Section 20921, is the limit for public contracts let without a public bidding.
6. Pursuant to Public Contract Code section 20926, in the event of an emergency the Incident Commander as appointed by a minimum 3/4 vote of the District Board of Trustees may negotiate and award a contract for construction of work to prevent damage or repair damaged works without advertising for bids and expend any sum reasonably required in the emergency. If notice for bids to let contracts is not given, the Board shall comply with Section 22050 of the Public Contract Code.
7. Pursuant to Public Contract Code Section 22050, the Board finds, based on substantial evidence, that this emergency will not permit the delay resulting from a competitive solicitation for bids and that this action is necessary to respond to this emergency.
8. That the action required above is exempt from complying with the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(4) and Guidelines section 15269(b).
9. That the RD 1608 District Engineer shall be authorized to take the appropriate steps to draft any necessary plans or specifications for the repair.
10. The duration of the pending threat is uncertain [but this proclamation will expire 30 days after this date, unless extended], [and it is intended that this authorization continue until it is determined by the Board that the threat no longer exists.]

APPROVED BY THE FOLLOWING VOTE on _____:

AYES:

NOES:

ABSENT:

, President

* * *

I hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board of Trustees of the RD 1608 at a meeting held on _____, and that this Resolution has not been revoked and is now in full force and effect.

Name, Title

Date: _____

ATTACHMENT 5: REGULATORY NOTIFICATION TEMPLATE

Can be sent to DWR to then be sent to appropriate regulatory agencies upon initiating flood fight efforts on behalf of the District.

Agency Letterhead
**EMERGENCY NOTIFICATION TO
REGULATORY AGENCIES**

DATE: _____

TO: Elizabeth Bryson, Chief
Flood Operations Branch, DWR Division of Flood Management

FROM: _____, District Engineer, Reclamation District 1608 – Lincoln Village West

SUBJECT: Reclamation District 1608 – Lincoln Village West : Emergency Notification
Request for Regulatory Coordination Support

Ms. Bryson,

Reclamation District 1608 – Lincoln Village West is preparing for an eminent emergency situation. Depending on changes in weather and river conditions, the District shall declare that there is an emergency situation that may threaten the Districts ability to provide flood protection. The District is formally requesting the support of the Flood Operations Branch Chief of the California Department of Water Resources to support the District efforts to notify all required regulatory agencies to satisfy state and federal notification requirements. It is the intent of the District to prepare for and flood fight any and all incidents that may arise during this pending emergency situation.

The Notification that is being requested by the District should satisfy the regulatory agencies request to provide sufficient time to respond to the pending actions. Depending on conditions, and willingness of the responding regulatory agencies, representatives may be able to access the District levees along with the District Incident Commander or District Engineer to assess the flood fight preparations or potential ongoing activities. The representative must be properly equipped with suitable supplies and equipment to be prepared for on-site conditions. Contact me immediately for any information at (209) _____ - _____.

Regards,

District Engineer
Reclamation District 1608 – Lincoln Village West

Date

ATTACHMENT 6: DISTRICT EMERGENCY CONTRACT

EMERGENCY PUBLIC WORKS CONTRACT

THIS CONTRACT is made this _____ day of _____, _____, by and between Reclamation District 1608 – Lincoln Village West, a public agency, (“District”) and _____, (“Contractor”), who agree as follows:

1. **Scope of Work.** For purposes of this Contract, the “Work” shall mean the scope of work described as follows:

The project is located near Marysville, California. Contractor shall perform the Work diligently and as expeditiously as is consistent with good and safe construction practices and the orderly progress of the Work. The parties agree that time is of the essence for the performance of this Contract. In light of the emergency conditions under which this contract is made, services may have been provided by Contractor prior to execution of this contract. Services performed prior to the date listed above shall be governed by the terms and conditions of this contract as well.

2. **Contractor’s Performance.** Contractor shall construct, install, perform and do the Work, and shall furnish all labor, equipment, materials, tools, supplies, transportation, applicable permits, and drawings required to complete the Work. Contractor shall perform in a good and workmanlike manner all Work, and such Work shall be done to the approval and satisfaction of District.

3. **Mandatory Public Contract Provisions**

3.1 **General.** The Contractor is responsible for his own compliance, and is responsible for all Subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the employment of apprentices, and hours of work, all as set forth in Sections 1770 through Section 1815 of that Code. Those requirements are briefly set forth below. The term "Contractor" shall hereafter refer to the Prime Contractor, with whom the District has contracted pursuant to this Agreement. The term Subcontractor refers to those persons contracted with by the Contractor for the purpose of performing this contract. This is a public works project and the contractor's and all subcontractors' employees must be provided certain benefits pursuant to Section 1720 et. seq. of the Labor Code, including the payment of prevailing wage rates, if prevailing wage rates have been established by Department of Industrial Relations (DIR). All contractors and subcontractors who bid or work on a public works project must be registered with DIR and pay an annual fee after July 1, 2014. No contractor or subcontractor may be awarded a public works contract after April 1, 2015 unless registered with DIR. The contractor must post all

job site notices required by regulation. This project is subject to compliance monitoring and enforcement by DIR.

- 3.2 Wage Related.** Pursuant to Section 1773.2 of the California Labor Code, the District, has on file at its office copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the contract, and a copy shall be available to any interested party upon request. The Contractor shall post copies of the prevailing per diem wage rates at the job site during the term of this project. Pursuant to Sections 1774 and 1775 of the Labor Code, the Contractor and any Subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this contract. Failure to so comply will result in a forfeiture of up to \$50 per day per violation (the amount being determined by the labor commissioner), and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft. Contractor shall obtain and post a copy of such prevailing wage rates at the job site. Contractor shall also comply with the provisions of California Labor Code section 1775, including provisions which require Contractor to (a) forfeit as penalty to District not more than \$50 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provision of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which said worker was paid less than the prevailing wage. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall also be paid to each workman needed to execute such work if such travel and subsistence payments are set forth in the applicable collective bargaining agreements and filed with the Department of Industrial Relations.
- 3.3 Employment of Apprentices.** Contractor shall comply with, and take such actions as necessary to effectuate, the employment of apprentices as set forth at California Labor Code Sections 1777.5, 1777.6 and 1777.7.
- 3.4 Eight-Hour Day Limitation.**
- 3.4.1** Contractor agrees that 8 hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the Work under this Contract, shall be required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week; provided that subject to California Labor Code section 1815, a worker may perform work in excess of 8 hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay.
- 3.4.2** Except as provided above for overtime, Contractor shall forfeit as penalty to District the sum of \$25 for each worker employed in the execution of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to Work more than 8 hours in any one day and 40 hours in any one calendar week in violation of California Labor code sections 1810 through 1815.
- 3.5 Payroll Records.** Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work, and shall make such payroll record available for inspection, in accordance with the requirements of California Labor Code section 1776. Contractor shall be responsible to ensure compliance with section 1776. A certified copy of those records shall be made available upon request as required by Section 1776, to those persons listed in Section 1776, and on the conditions set forth therein. Failure to comply with these

provisions is a misdemeanor, and shall also result in a penalty of \$25.00 per calendar day as set forth in subsection (g).

3.6 Worker's Compensation Certificate. Contractor shall sign and date Attachment A. (Labor Code §§1860-1861)

3.7 Bonds. Due to the emergency nature of this contract and that surety insurers may not be open at the time this contract is executed, whether due to time of day, day of the week, disaster, or holiday, then promptly after execution of this Contract (i.e. within 2 business days), Contractor shall obtain at its sole cost and expense and provide to District a payment or labor and materials bond in the amount of 100% of the amount of this Contract and issued by an admitted surety insurer by the California Department of Insurance. The proper form is attached at the end of this Contract as **Attachment B**. Contractor understands that District is under no obligation to pay Contractor any sum under this contract unless and until this payment or labor and materials bond has been supplied in the proper form to the District (Civil Code §§ 3247, 3248, 3251). Depending upon the circumstances present at the time of the emergency, District may also require a performance bond for this Work. The proper form is attached at the end of this Contract as **Attachment C**. In the event that the Work is completed or is expected to be completed before the performance bond is obtained, then Contractor shall not be required to obtain this bond, but only upon written confirmation from the District's Representative that the Work has been satisfactorily performed.

3.8 Labor Compliance Program. Contractor shall provide all records to the Labor Compliance Program (LCP) operator necessary to demonstrate compliance with applicable sections of the California Labor Code. Such actions may include providing certified payroll records to the LCP operator. Attached as **Attachment D** is a summarized checklist of California Labor Law requirements incorporated into the Labor Compliance Program. Contractor shall sign and date Attachment D (Labor Code § 1771.5).

4. Mandatory Public Contract General Provisions – Payment Related

4.1 If the Work is performed in accordance with this Contract and to the satisfaction of District, District will pay Contractor the sum of \$ _____ unless otherwise agreed to in writing by District. It is agreed that all federal, state and local taxes, including but not limited to sales, use, and excise tax that may be imposed on materials or services provided under this proposal are included in the Contract price. No payment, including all progress payments and the final payment, shall be made to Contractor in excess of 90% of the percentage of Work actually completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, District. The 10% not paid shall be withheld by District until final completion and acceptance of the Work (Public Contract Code § 9203). Contractor may, however, request that in lieu of withholding money, and in accordance with the provisions of California Public Contract Code Section 22300, that securities be substituted to ensure performance under the Contract.

4.2 If payment is to be made by progress payments, then, in accordance with Public Contract Code Section 20104.50, a written payment request from Contractor shall be reviewed by District as soon as practicable in order to determine whether it is proper. If it is determined not to be proper payment request suitable for payment, then District shall return it to Contractor with a written explanation of the deficiencies as soon as practicable, but not later than 7 days after receipt of the payment request. If the District determines the payment request has been properly submitted and is undisputed, District shall make the payment to Contractor within 30 days after receipt of the payment request. If a properly submitted and undisputed payment request is not paid with this 30

day period, then District shall pay interest on the overdue amount to Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This subsection shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of District.

4.3 Claims and Disputes.

4.3.1 In the event of a dispute or claim by Contractor for time or money, the following procedures will be used. For the purposes of this subsection, "claim" means a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for Work and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment of which is disputed by the District (Public Contract Code § 20104).

4.3.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment.

4.3.1.1.1 For claims less than fifty thousand dollars (\$50,000), the District shall respond in writing to a written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the Contractor.

4.3.1.1.2 For claims of over fifty thousand dollars (\$50,000) and less than three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to a written claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the Contractor.

4.3.1.2 Additional procedures regarding claim and dispute resolution are found at Public Contract Code Sections 20104 to 20104.6.

4.4 Final Acceptance and Date of Completion.

4.4.1 Whenever Contractor shall deem all Work under this Contract to have been completed, it shall so notify District in writing, and District shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise Contractor in detail and in writing of any additional Work required. When all the provisions of the Contract have been fully complied with to the District, District will accept the Work in writing and make the final payment to Contractor. As a condition of receiving the final payment, Contractor must execute and deliver to District a release in the following form (Civil Code § 3262):

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned contractor has been paid in full for all labor, services, equipment and material furnished to District for the Work (see contract for description) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the Work, except for the contract retention monies and disputed claims of the nature and in the amount described below. NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

4.4.2 Except for any sum required to be withheld by law or allowed to be held under this Contract, the 10% retention shall be paid 35 days after District's acceptance of the Work. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the parties, District may withhold from the final payment an amount not to exceed 150% of the disputed amount.

4.4.3 No progress or final payment shall be considered or construed to be an approval or acceptance of any Work, materials or equipment, or a waiver of any breach or default. Estimated amounts and values of Work done and materials and equipment incorporated into the Work will be conformed with actual amounts and values as they become available in subsequent progress payments and the final payment. All payments will be subject to correction in subsequent progress payments and the final payment.

5. **Mandatory Public Contract General Provisions – Contractors' State License Board Regulation-Related**

5.1 **Licensing Requirement.** Contractor shall hold such licenses as may be required by applicable laws for and during the performance of the Work, and shall have the following classification of state contractor's license for the Work: _____.

5.2 **Contractor's License Notice.**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

6. **Mandatory Public Contract General Provisions – Bid/Subcontractor-Related Protections**

6.1 **Subcontractors:**

6.1.1 In the District Representative's discretion, subcontractors may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the District's interests. The re-subletting of work by a subcontractor shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work which he is to perform and shall meet any other experience requirements of the Specifications.

6.1.2 A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the District Representative upon the District Representative's request. Each subcontract shall contain a reference to the Agreement between the District and the Contractor, and the terms of that Agreement shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the District Representative, if, in the District Representative's opinion, the subcontractor fails to comply with the requirements of the prime Contract insofar as the same may be applicable to this work (Public Contract Code § 4100 et seq).

6.1.3 The Contractor shall be responsible to the District and the District Representative for the acts and omissions of his subcontractor and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Section shall create any contractual relationship between any subcontractor and the District or the District Representative, or relieve the Contractor of any liability or obligation under the prime Contract.

6.1.4 The Contractor is prohibited from performing Work under this Contract with a subcontractor who is ineligible to perform work on public works projects pursuant to Section 1777.1 or 1777.7 of the Labor Code (Public Contract Code § 6109).

6.2 **Assignment of Anti-Trust Claims.** In entering into this Contract, Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S. Code, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. The assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties (Public Contract Code § 7103.5).

7. **Other General Public Contract Provisions**

7.1 **Compliance with Laws.** Contractor shall inform itself of, and shall comply with, all federal, state and local laws, statutes, regulations and ordinances applicable to the performance of the Work.

7.2 **Authority of District's Representative.** _____ ("District's Representative") is the representative of District for purposes of this Contract and has full authority to interpret the Contract, to conduct the construction review and inspection of Contractor's performance, and to decide questions which arise during the course of the Work; and his/her decisions on these matters shall be final and conclusive. The District's Representative has the authority to reject all Work and materials which do not conform to the Contract, and has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The District's Representative's right and authority is limited to rejection of unsatisfactory Work or methods. District and the District's Representative do not bear any responsibility for Contractor's safety practices or procedures. Any order given by the District's Representative, not otherwise required by the Contract to be in writing shall, on request of Contractor, be given or confirmed by the District's Representative in writing. Whenever Work, methods of procedure, or any other matters are made subject to direction or approval of District, such direction or approval will be given by the District's Representative.

7.3 **Contractor's Understanding.** Contractor acknowledges that it has satisfied itself as to the nature and location of the job site; the ground, character, quality and quantity of the materials and conditions to be encountered, including subsoil conditions, if applicable; the character and amount of labor, equipment, supplies and materials needed preliminary to and during the performance of the Work; and all other matters which can in any way affect the Work under this Contract. Contractor further acknowledges that neither District nor the District's Representative have made any representations whatsoever concerning job site conditions, except for such representations that may have been made in writing in the Contract.

7.4 **Changes in the Work.** District may, at any time, by written change order make changes in the Work, or extend the time to complete the Work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, there shall be an equitable adjustment in the Contract price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

7.4.1 Mutually agreed-upon lump sum or unit price adjustment.

7.4.2 Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight & delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus 15% mark-up for overhead and profit. For

price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

7.5 Guarantee.

- 7.5.1** Contractor guarantees all materials and workmanship furnished under this Contract, and agrees to repair replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective, the improper quality or quantity, or improperly installed.
- 7.5.2** In the event of failure to comply with the above stated conditions within a reasonable time, District is authorized to have the defect repaired or replaced and made good at the expense of Contractor who will pay these costs and charges immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.
- 7.5.3** The signing of the Contract by Contractor shall constitute execution of this guarantee. This guarantee shall remain in effect for one year from the date of District's acceptance of the Work.

7.6 Suspension of Work. District may suspend the Work wholly or in part, for such period as District may deem necessary, due to unsuitable weather or to any other conditions District considers unfavorable for the suitable performance of the Work, including the improper performance of the Work by Contractor. Contractor shall immediately comply with such written order of District to suspend the Work wholly or in part and shall be paid for the Work performed to the date of suspension, except for improperly performed Work. The suspended Work shall be resumed only when ordered by District.

7.7 Termination.

- 7.7.1** This Contract may be terminated at any time by District by giving 10 days advance written notice to Contractor. In the event of such termination, Contractor is to be compensated for actual Work performed to the date of termination as calculated by District based on the Contract price and payment provisions above.
- 7.7.2** If the contract is terminated by District because of Contractor's failure to do the Work with such diligence as will ensure the completion of the work within the time specified in the contract, then District may take over the Work and pursue the same to completion by using another contractor or any other method District deems expedient. In this event, District may also take possession and control of, and utilized in completing the Work, any and all materials, supplies, tools and equipment delivered to the site of the Work by Contractor or by its suppliers or subcontractors. The materials, supplies, tools and equipment remaining after completion of the Work shall be returned to Contractor.

7.8 Labor Discrimination. Contractor agrees to comply with section 1735 of the California Labor Code, which prohibits discrimination in the employment of persons upon public works because of their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940. The Contractor agrees that he will comply with all applicable local, state and federal laws pertaining to equal employment opportunity.

7.9 Superintendence. Contractor shall designate in writing before starting Work an individual as authorized representative who shall have the authority to represent and act for Contractor. This

authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the District's Representative shall be made for any emergency work which may be required.

7.10 Inspection and Testing of Work.

7.10.1 Unless otherwise provided, all equipment, supplies, materials, and Work shall be subject to inspection and testing by the District's Representative. The District's Representative will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the Contract. The District's Representative shall not be required to make comprehensive or continuous inspections to check the quality of the Work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Observations, inspections or testing by the District's Representative shall not relieve Contractor of its obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable Work, and to provide adequate safety precautions, in conformity with the Contract.

7.10.2 If, after any inspection or testing by the District's Representative, any of the Work is found to be unacceptable, defective or nonconforming, then Contractor at its sole cost and expense shall replace or repair the Work to the satisfaction of the District's Representative. If any Work required to be tested or inspected was installed, covered, or buried without inspection or testing, then, upon request by the District's Representative, Contractor shall at its sole cost and expense remove or uncover the Work such that it may be inspected or tested, and replace the Work after completion of the inspection or testing. District may cause the unacceptable, defective or nonconforming Work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due Contractor.

7.11 Character of Workers. If any employee of Contractor or any of its subcontractors shall be incompetent or act in a disorderly or improper manner, he or she shall be removed from the project Work immediately, and such person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against District, or any of its officers or agents.

7.12 Trade Names and Alternatives. For convenience in designation in the Contract, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, so long as Contractor shows to the satisfaction of District that the quality and suitability of the alternative(s) is acceptable.

7.13 Protection of Work and Safety.

7.13.1 Contractor shall be responsible for the care of all Work until its completion and final acceptance by District; and it shall at its own expense replace damaged or lost materials or supplies and repair damaged parts of the Work. However, if, in the judgment of the District Representative, any part of the Work performed by the Contractor is damaged which is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the Work, the Contractor will make the necessary repairs as ordered by the District Representative and full compensation for such repairs will be made at the applicable Contract unit or lump sum prices as fixed and established in the Contract. If, in the opinion of the District Representative, there are no

Contract or lump sum prices applicable to any part of such work an equitable adjustment pursuant to Section 9.3 of the Contract, will be made as full compensation for the repairs of that part of the work. Except as herein provided, Contractor shall repair, at Contractor's expense, all damage proximately caused by Contractor to all Work (including temporary construction), utilities, materials and equipment to the satisfaction of the District Representative.

7.13.2 Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, state, and local laws, ordinances, and codes. Contractor shall carefully instruct all personnel as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property.

7.13.3 The work of the District's Representative in conducting construction review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or safety measures, in, on, or near the job site.

7.14 Protection of Persons and Property.

7.14.1 Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, pipelines, conduits, trees, shrubbery, fences, signs, mailboxes, driveways, sidewalks, gutters, streets, parking lots or other pavement, levees or embankments, survey markers and monuments, buildings, structures, District's property, adjacent property, and any other improvements or facilities within or adjacent to the job site. If such improvements or property are damaged or destroyed by reason of Contractor's operations, they shall be replaced or restored, at Contractor's sole cost and expense, to a condition at least as good as the condition they were in prior to the start of Contractor's Work under this Contract. Contractor waives all rights it may have against District and shall be solely responsible for loss of or damage to Contractor's property during performance of the Work.

7.14.2 Depending upon the location, urgency and scope of the emergency, roads near the Work site may be closed. If a public road is involved, Caltrans and the State Highway Patrol should be responsible for diverting traffic from the Work site. In any event however, Contractor shall adopt all practical means to minimize interference to traffic, discomfort or damage as circumstances warrant. All obstructions to traffic shall be guarded by illuminated barriers. For any Work on, adjacent to, or interfering with any street, the conditions and limitations applicable to such construction work shall be determined by those public agencies or other entities responsible for maintenance of the affected street. Contractor shall determine the nature and extent of all such requirements, and shall comply with all permit and other requirements. As required at any street crossing, Contractor shall provide all necessary flag persons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours.

7.15 Rights of Way. The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline, any telephone, telegraph, or electric transmission line, fence, or any other structure, nor enter upon the rights-of-way involved until notified by the District's Representative that the District has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same.

7.16 Insurance.

7.16.1 Contractor at its sole cost and expense shall procure and maintain for the duration of this Contract the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
General liability	\$2,000,000 per occurrence	at least as broad as ISO occurrence form CG 00 01 11 88
Automobile liability	\$1,000,000 per occurrence	at least as broad as ISO CA 00 01 06 92 (code 1, any auto)
Workers Comp.	Statutory limits	
Employers' liability	\$1,000,000	

7.16.2 The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers, and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and shall apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance, if any, shall be excess and shall not contribute with Contractor's insurance. The workers' compensation policy shall be endorsed to include a waiver of subrogation against District, its officers, employees and agents. Coverage shall include all work covered under the U.S. Longshoreman's and Harbor Workers' Compensation Act and Jones Act, if applicable.

7.16.3 Insurance is to be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District.

7.16.4 Prior to commencing the Work, Contractor shall provide to District original endorsements or certificates of insurance, in a form acceptable to District, evidencing this insurance. Failure to obtain this insurance in this manner shall make Contractor fully financially responsible for all work covered under this contract.

7.16.5 Contractor agrees to comply with the California Labor Code Sections 1861 and 3700, which require every employee to be insured against liability of workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and will comply with such provisions before commencing the performance of the Work of this Contract.

7.17 Indemnification. Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, trustees, employees, engineer, agents, volunteers, and independent contractors, from any and all liability, penalties, costs or expenses (including attorney's fees), losses, damages, expenses, causes of action, proceedings, claims or judgments of every nature arising out of or in connection with Contractor's performance of Work under this Contract, or by its employees, subcontractors, agents, consultants, or anyone employed directly or indirectly by any of the foregoing, except where caused by the active negligence, sole negligence or willful misconduct of District.

7.18 Right to Withhold Payments.

7.18.1 In addition to all other rights and remedies of District provided by law and this Contract, District may withhold the whole or any part of any progress or final payment to such extent as may reasonably be necessary to protect District from loss on account of:

7.18.1.1 Unacceptable, defective or nonconforming Work not remedied;

- 7.18.1.2 Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under the California Labor Code or the public works stop notice provisions in the California Civil Code;
 - 7.18.1.3 Failure of Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or supplies;
 - 7.18.1.4 A reasonable doubt that the Work can be completed for the balance then unearned;
 - 7.18.1.5 Failure of Contractor to clean up the job site, repair or replace damaged or affected improvements or property; or
 - 7.18.1.6 Damage to Work or property.
- 7.18.2 Whenever District withholds any monies pursuant to this paragraph, written notice of the amount withheld and the reasons therefor will be given to Contractor. After Contractor has corrected the enumerated deficiencies to the satisfaction of District, District will promptly pay to Contractor the amount so withheld. When monies are withheld to protect District against claims or liens under the public works stop notice provisions of the California Civil Code, District may at its discretion permit Contractor to deliver a surety bond in terms and amount satisfactory to District, indemnifying District against any loss or expense, and upon acceptance thereof by District, District shall release to Contractor monies so withheld.
- 7.19 **Waiver of Interest.** District shall have no obligation to pay and Contractor hereby waives the right to recover interest with regard to monies which District is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provision of this Contract.
- 7.20 **Integration.** This Contract constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly referenced in the Contract.
- 7.21 **Independent Contractor.** The relationship between District and Contractor is that of an independent contractor; and all persons hired or employed by Contractor shall be Contractor's employees, agents or subcontractors.
- 7.22 **Environmental Litigation.** If the performance of all or any part of the Work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the District Representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this Contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this Contract, such suspension, delay, or interruption shall be considered as if ordered by the District Representative in the administration of this Contract under the terms of the "Suspension of Work," Section 7.6 of the Contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment in Contractor's favor shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that Section, subject to all the provisions thereof.
- 7.22.1 The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the District has not duly considered, either substantively or procedurally, the effect of the work on the environment.
- 7.23 **Attorney's Fees.** In the event that either party commences arbitration or litigation proceedings against the other party to enforce or interpret any provision of this Contract, the prevailing party in

such proceeding shall be entitled to recover from the other party its court costs, reasonable attorney, expert witness and consultant fees, and litigation costs paid or owing as a result of such proceeding.

- 7.24 **Waiver; Remedies.** Any waiver at any time by either party of its rights with respect to a breach or default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any other breach, default or matter. The rights and remedies provided in this Contract are in addition to any of the rights and remedies provided by law.
- 7.25 **Severability.** The illegality or unenforceability of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.
- 7.26 **Liquidated Damages.** There are no liquidated damages under this Contract.
- 7.27 **Binding on Successors.** This Contract shall bind and inure to the benefit of the heirs, successors, assigns, and successor companies of the parties; however, Contractor shall not assign or transfer any rights, obligations or interest in the Contract without the prior written consent of District.
- 7.28 **Notices.** Any notice, demand, invoice or other communication required or permitted to be given under this Contract shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District: Reclamation District 1608 – Lincoln Village West Contractor: _____
 3121 W March Ln #100, Stockton, CA 95219

AND

Christopher H. Neudeck, PE
 Kjeldsen, Sinnock, & Neudeck 711 N. Pershing Avenue, Stockton, CA 95203

Any party may change its address by notifying the other party in writing of the change of address.
 This Contract is entered into and executed on the day and year first above written.

DISTRICT

CONTRACTOR

By: _____
 President/Chair

By: _____
 _____ [name]
 _____ [title]

ATTACHMENT A

WORKERS COMPENSATION CERTIFICATE

I, _____, of _____,
am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against
liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code,
and I will comply with such provisions before commencing the performance of the work of this contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: _____.

Date: _____, 20____, at _____.

ATTACHMENT B

PAYMENT BOND

KNOW ALL BY THESE PRESENTS,

THAT, WHEREAS, Reclamation District 1608 – Lincoln Village West , hereinafter designated as the "District," has awarded to _____ hereinafter designated as the "Contractor" a Contract for the work described as follows:

WHEREAS, the Contractor is required by the Contract and by Section 3247 of the Civil Code to furnish a Bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, _____ the undersigned Contractor, as Principal, and _____,

a corporation organized and existing under the laws of the State of _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the District in the sum of \$ _____ said sum being not less than one hundred percent (100%) of the total Contract amount payable by the District, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his, her, or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any of the persons named in Civil Code Section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Civil Code Section 3247-3252, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this Bond, the Surety will pay a reasonable attorney's fee to the prevailing party to be fixed by the Court.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this Bond. And the Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

(SEE NEXT PAGE)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(seal)

By, _____ (Contractor as Principal)

(seal)

By, _____ (Surety)

NOTE: Date of BOND shall not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners shall execute BOND.

ATTACHMENT C

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

THAT, WHEREAS, Reclamation District 1608 – Lincoln Village West , hereinafter designated as the "District," entered into a Contract dated _____, 20____, with _____,

hereinafter designated as the "Contractor" for the work described as follows:

WHEREAS, the Contractor is required under terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____ (corporate surety), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, shall be liable to the District in the penal sum of \$ _____, lawful money of the United States, said sum being not less than one hundred percent (100%) of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his, her, or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the recording of the Notice of Completion, during which time if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, repair or make replacements to the satisfaction of the District or totally protect the District from loss or damage made evident during period of one (1) year from the date of recording of the Notice of Completion, and resulting from or caused by defective materials or faulty workmanship of the Contractor's or subcontractor's in the prosecution of the work done, the monies available through this Bond shall be used to indemnify the District. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event the District brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including, but not limited to administrative and consultant costs, and reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(seal)

By, _____ (Contractor as Principal)

(seal)

By, _____ (Surety)

NOTE: Date of BOND shall not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners shall execute BOND.

ATTACHMENT D

Checklist of Labor Law Requirements to Review Pursuant to CCR Section 16421, with required Certification. The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

- (1) The contractor's duty to pay prevailing wages under *Labor Code Section 1770* et seq., should the project exceed the exemption amounts;
- (2) The contractor's duty to employ registered apprentices on the public works project under *Labor Code Section 1777.5*;
- (3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under *Labor Code Sections 1775* and *1777.7*;
- (4) The requirement to keep and submit copies upon request of certified payroll records under *Labor Code Section 1776*, and penalties for failure to do so under *Labor Code Section 1776(g)*;
- (5) The prohibition against employment discrimination under *Labor Code Section 1777.6*; the Government Code, and Title VII of the Civil Rights Act of 1964;
- (6) The prohibition against accepting or extracting kickback from employee wages under *Labor Code Section 1778*;
- (7) The prohibition against accepting fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works under *Labor Code Section 1780*;
- (8) The requirement to list all subcontractors under *Public Contracts Code Section 4104*;
- (9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractors License Law, found at *Business and Professions Code Section 7000* et seq.;
- (10) The prohibition against unfair competition under *Business and Professions Code Section 17200-17208*;
- (11) The requirement that the contractor be properly insured for Workers Compensation under *Labor Code Section 1861*;
- (12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
- (13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
- (14) The requirement to provide itemized wage statements to employees under *Labor Code Section 226*.

Certification: I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____.

Contractor Signature

Print name of person signing and company

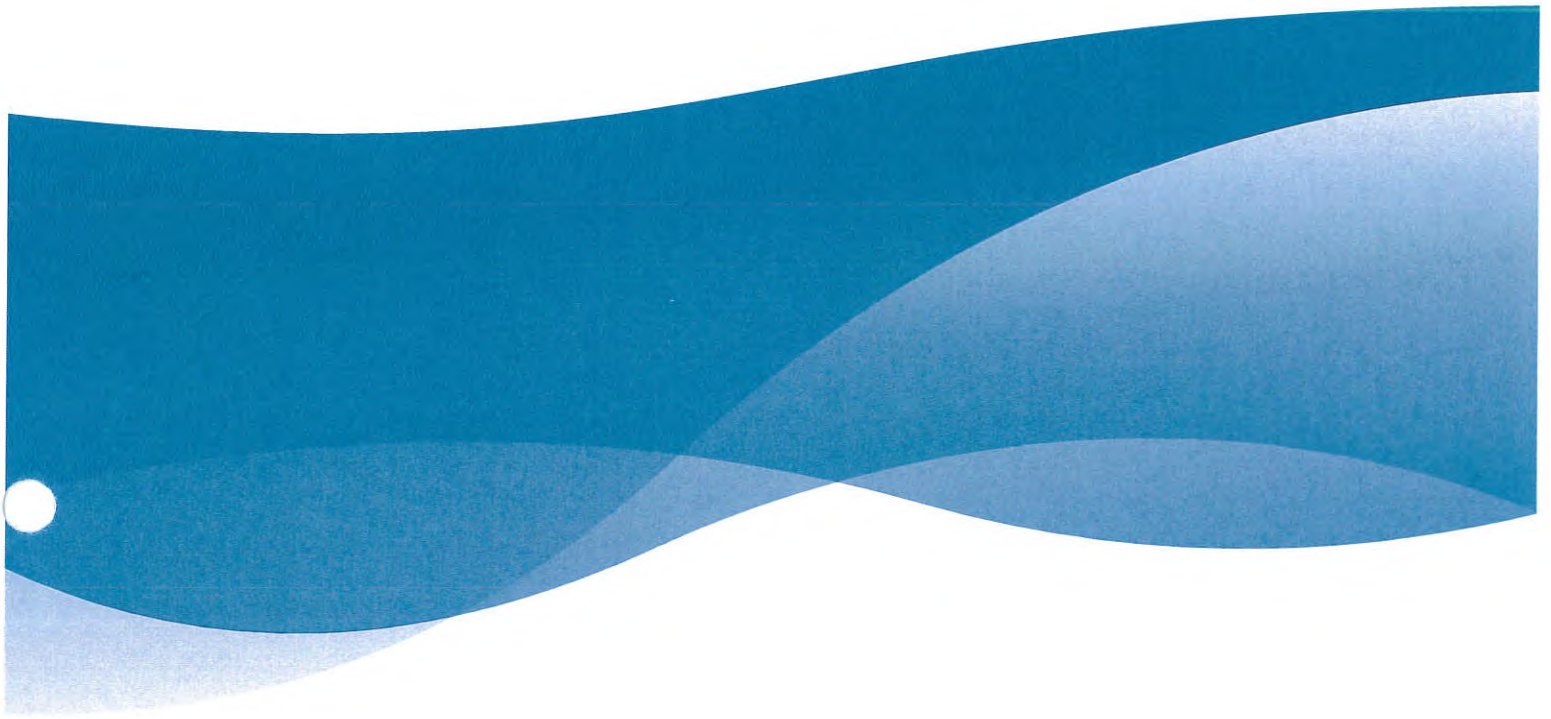
Date: _____

ATTACHMENT 7: FLOOD SAFETY PLAN COMPONENTS THAT MEET CA WATER CODE 9650 (AB156)

California Water Code Section 9650 (AB156) Requirement	Flood Safety Plan Template Components Which Meet Section 9650 Requirement
Section 9650 (b)(1) A flood preparedness plan that includes storage of materials that can be used to reinforce or protect a levee when a risk of failure exists	LMA EOP Base Plan Section 2.1 Situation Overview
	LMA EOP Base Plan Section 2.2 General Approach to Seasonal Flood Operations <ul style="list-style-type: none"> • Routine Preparedness and Maintenance • Monitoring and Analysis • Alerting, Activation, and Initial Response
	LMA EOP Base Plan Section 2.5 Federal and State Disaster Assistance
	LMA EOP Base Plan Section 3.1 Organization
	LMA EOP Base Plan Section 3.2 Assignment of Responsibilities <ul style="list-style-type: none"> • Make legal and financial commitments • Represent District • Provide Public Information • Maintain Equipment and Supplies • Monitor Water Conditions and Forecasts • Activate and Direct District Staff • Document Expenditures and Actions
	LMA EOP Base Plan Section 4.1 Management and Control of District Operations <ul style="list-style-type: none"> • Management and Policy • Incident Command in the Field • Management/Coordination w/others
	LMA EOP Base Plan Section 6.2 Resources
	LMA EOP Base Plan Section 7.1 Plan Development and Maintenance
	LMA EOP Base Plan Section 7.2 Training and Exercises
	LMA EOP Base Plan Section 7.3 Plan Evaluation
	LMA EOP Annex A (Flood Contingency Map): Flood Fight History (Text Box)
	LMA EOP Annex A (Flood Contingency Map): Historic Levee Breaches (Symbols)
	LMA EOP Annex A (Flood Contingency Map): Historic Seepage Sites (Symbol)
	LMA EOP Annex A (Flood Contingency Map): Historic Erosion Sites (Symbol)
LMA EOP Annex A (Flood Contingency Map): Special Considerations (Text Box)	
LMA EOP Annex A (Flood Contingency Map): District Topography/100-yr Elevations	

California Water Code Section 9650 (AB156) Requirement	Flood Safety Plan Template Components Which Meet Section 9650 Requirement
	LMA EOP Annex A (Flood Contingency Map): Critical Infrastructure within District LMA EOP Annex A (Flood Contingency Map): Flood Fight Resources Depot Location LMA EOP Annex A (Flood Contingency Map): Communications Plan (Text Box) OA Flood Response Unified Command Map: Content/Format per Template
Section 9650 (b)(2) A levee patrol plan for high water situations	LMA EOP Annex A (Flood Contingency Map): Patrol Plan (Text Box) <ul style="list-style-type: none"> • Patrol Meeting Place • Official responsible for organizing patrols • Patrol communications and reporting process • Procedure for marking problem sites • Patrol Sectors if used LMA EOP Annex A (Flood Contingency Map): Patrol Sectors marked on map if used
Section 9650(b)(3) A flood-fight plan for the period before state or federal agencies assume control over the flood fight	LMA EOP Base Plan Section 2.4 Flood Fight Operations LMA EOP Base Plan Section 5.1 Communications Organization LMA EOP Base Plan Section 5.2 District Communications LMA EOP Base Plan Section 5.3 District Communications w/ Other Jurisdictions LMA EOP Base Plan Section 6.1 Mutual Aid LMA EOP Base Plan Section 6.3 Procurement LMA EOP Base Plan Section 6.4 Logistics Facilities LMA EOP Base Plan Section 6.5 Finance and Administration LMA EOP Annex A (Flood Contingency Map): Unified Flood Fight Command Post (Symbol or Text) LMA EOP Annex A (Flood Contingency Map): District Response Facilities (Symbol) LMA EOP Annex A (Flood Contingency Map): District/Operational Area Supply Staging Areas (Symbol) LMA EOP Annex A (Flood Contingency Map): Pre-Planned Delivery Points (Symbol and Text Box) LMA EOP Annex A (Flood Contingency Map): Flood Contingency Options (Text Box) LMA EOP Annex A (Flood Contingency Map): Dry Land levees (Symbol with label) LMA EOP Annex A (Flood Contingency Map): Pre-Planned Emergency Berms (Symbol) LMA EOP Annex A (Flood Contingency Map): Tactical Plans (Text Box)
Section 9650(b)(4) an evacuation plan that includes a system for adequately warning the general public in the	LMA EOP Base Plan Section 2.3: Public Alert and Warning LMA EOP Annex A (Flood Contingency Map): Reference to name and location of Evacuation/ Rescue Map (Text Box) LMA EOP Annex A (Flood Contingency Map): Structures and bulk hazardous materials sites if an extremely rural area (symbols)

California Water Code Section 9650 (AB156) Requirement	Flood Safety Plan Template Components Which Meet Section 9650 Requirement
event of a levee failure, and a plans for the evacuation of every affected school, residential care facility for the elderly,	Public Safety Agency Evacuation/Rescue Map: Content and Format per template
	Other Public Safety Agency Evacuation/Rescue Procedures: Referenced on Evacuation Map as appropriate
Section 9650(b)(5) A floodwater removal plan	LMA EOP Annex A (Flood Contingency Map): Dewatering Plan (Text Box)
	LMA EOP Annex A (Flood Contingency Map): Pumping station locations (Symbol)
	LMA EOP Annex A (Flood Contingency Map): Planned location(s) for emergency dewatering pumping station (Symbol)
	LMA EOP Annex A (Flood Contingency Map): Locations of relief cuts (Symbol)
	LMA EOP Annex A (Flood Contingency Map): Existing Tactical Plans (Text Box)



APPENDIX A EXAMPLE WORK ORDER FORMS AND PATROL LOGS

SPECIAL PROJECT WORK ORDER

District: _____

Project Name: _____ **Date:** _____

Account No.: _____ **Cost Center:** _____

Scope of Work:

	Employee	Position	Hours
1			
2			
3			
4			
5			
6			
7			
8			
9			

Notes:

	Equipment ID #	Equipment	Operator	Total Hours
1				
2				
3				
4				
5				
6				
7				
8				
9				

Notes:

FILE SPEC: P:\2257_SJC_Flood_Safety_Plan\0030_FloodSafetyPlans_PEDs\08_Civil\400_Plans\020_CAD_Sheets\PEDs\RD1608_LincolnVillageWest_BenjaminHoltDr_EastBerm_PED.dwg
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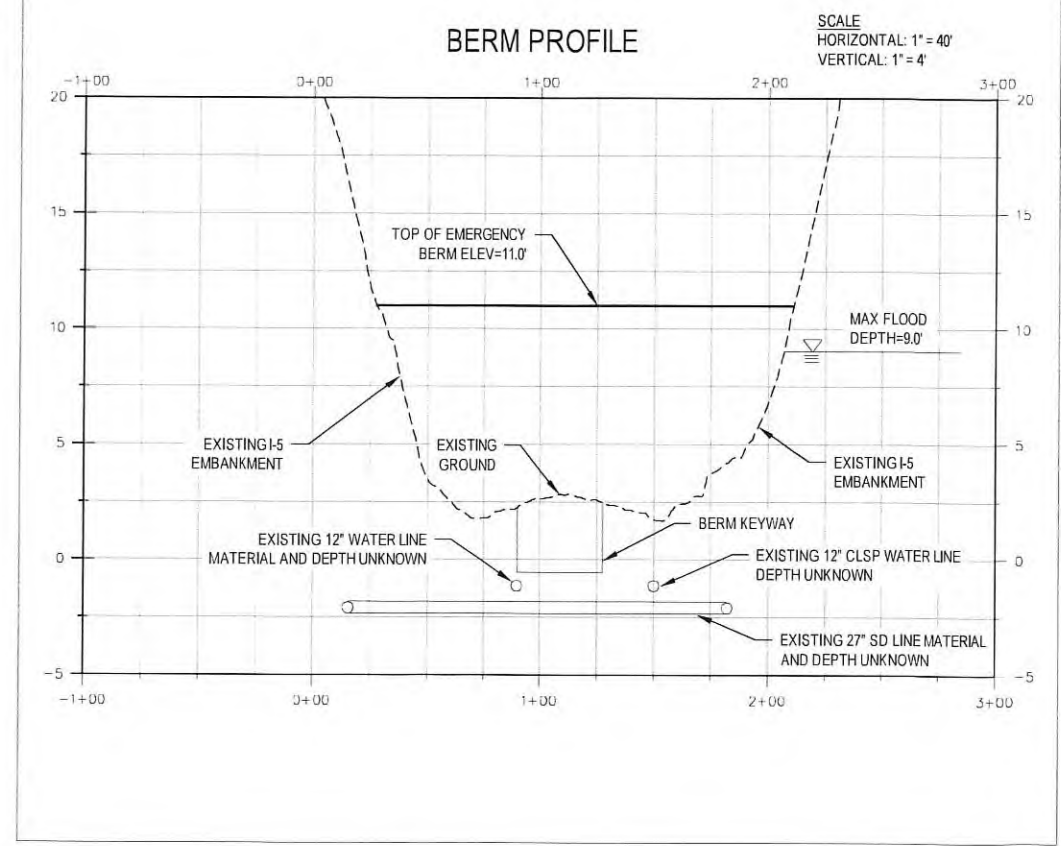
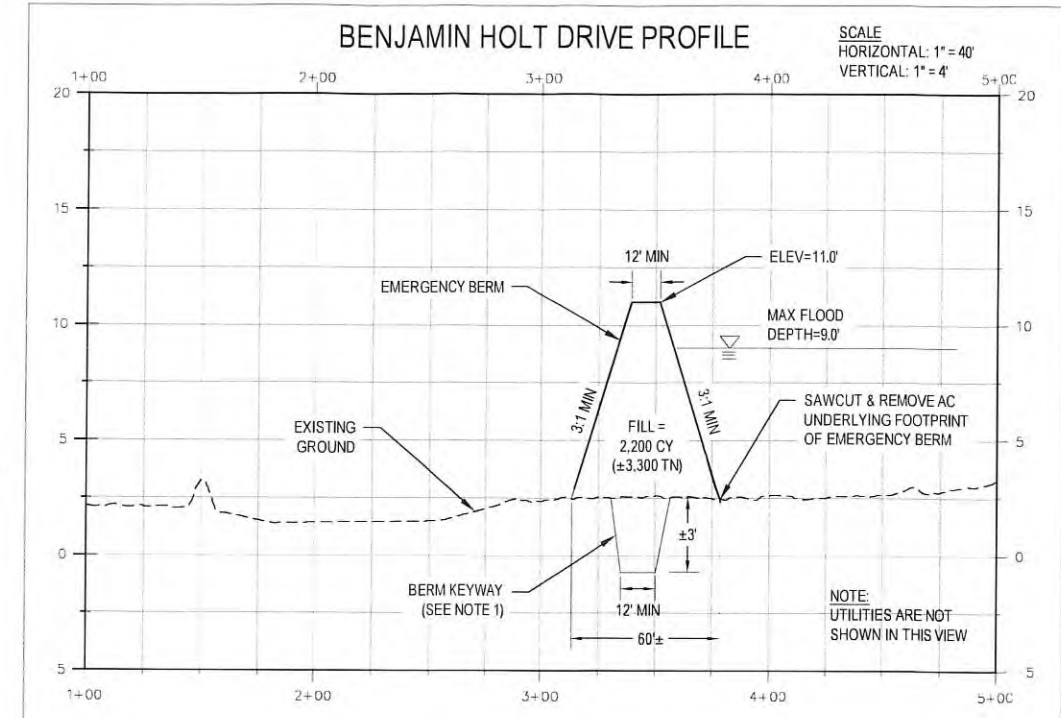


LEGEND

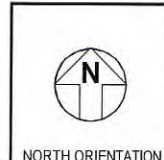
AC	ASPHALT CONCRETE
CA	CABLE
CCTV	CLOSED CIRCUIT TELEVISION
CMPA	CORRUGATED METAL PIPE ARCH
DI	DROP INLET
EX.	EXISTING
FM	FORCE MAIN
G	GAS
KV	KILOVOLT
OH	OVERHEAD
RCP	REINFORCED CONCRETE PIPE
SS	SANITARY SEWER
SD	STORM DRAIN
STL	STEEL
TDC	TOP DEAD CENTER
W	WATER

- NOTES:**
- CARE SHALL BE TAKEN WHEN EXCAVATING BERM KEYWAY. ADJUST DEPTH OF BERM KEYWAY AS NECESSARY (I.E. SHALLOWER AND WIDER) AS TO NOT CREATE CONFLICT WITH UNDERGROUND UTILITIES. WATER AND SANITARY SEWER LINES SHALL BE CUT AND CAPPED IF NECESSARY.
 - REMOVE ALL AC PAVEMENT, VEGETATION, TREES, AND FENCING WITHIN FOOTPRINT OF EMERGENCY BERM.
 - PLUG STORM DRAIN LINES AND SANITARY SEWER LINES AS SHOWN ON PLUGGED PIPELINE EXHIBIT.
 - FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION IN ACCORDANCE WITH ASTM D1557.
 - EMERGENCY BERM ELEVATIONS ARE BASED ON MAX POTENTIAL FLOOD ELEVATION AS LIMITED BY THE LOWEST LEVEE CROWN ELEVATION AND MAY NEED TO BE REVISED BASED ON ACTUAL FLOOD AND WATER LEVEL CONDITIONS.
 - LINCOLN VILLAGE WEST EMERGENCY BERMS ARE ONLY TO BE CONSTRUCTED IN CONJUNCTION WITH EMERGENCY PUMPS FOR DEWATERING. SEE FLOOD CONTINGENCY MAPS FOR LOCATIONS.

BASIS OF ELEVATIONS
 ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)



811 Know what's below. Call before you dig.	SUBMITTAL	
	%	Date



PROJECT ENGINEER
**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	BGG	DRAWING SCALE	AS SHOWN
DRAWN BY	BGG	ORIGINAL DRAWING SCALE	0 1/2" 1"
CHECK BY	EAR		
HORIZONTAL DATUM	CCS83, ZONE 3		
VERTICAL DATUM	NAVD88		

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711 N. Pershing Avenue
 Stockton, CA 95203
 209-946-0268

1550 Harbor Blvd., Suite 212
 West Sacramento, CA 95691
 916-403-5900

CITY OF STOCKTON
 SAN JOAQUIN COUNTY
 RD 1608

**LINCOLN VILLAGE WEST
 BENJAMIN HOLT DR EMERGENCY BERM
 EAST OF I-5**

DATE	OCT 2022
SHEET IDENTIFICATION	
SHEET	1 OF 3
KSJN PROJECT FILE NO.	2257-0030

FILE SPEC: P:\2257_SUC_Flood_Safety_Plan\0030_FloodSafetyPlans_PEDs\06_Civil\400_Plans\020_CAD_Sheets\PEDs\RD1608_LincolnVillageWest_SwainRD_EastBerm_PED.dwg
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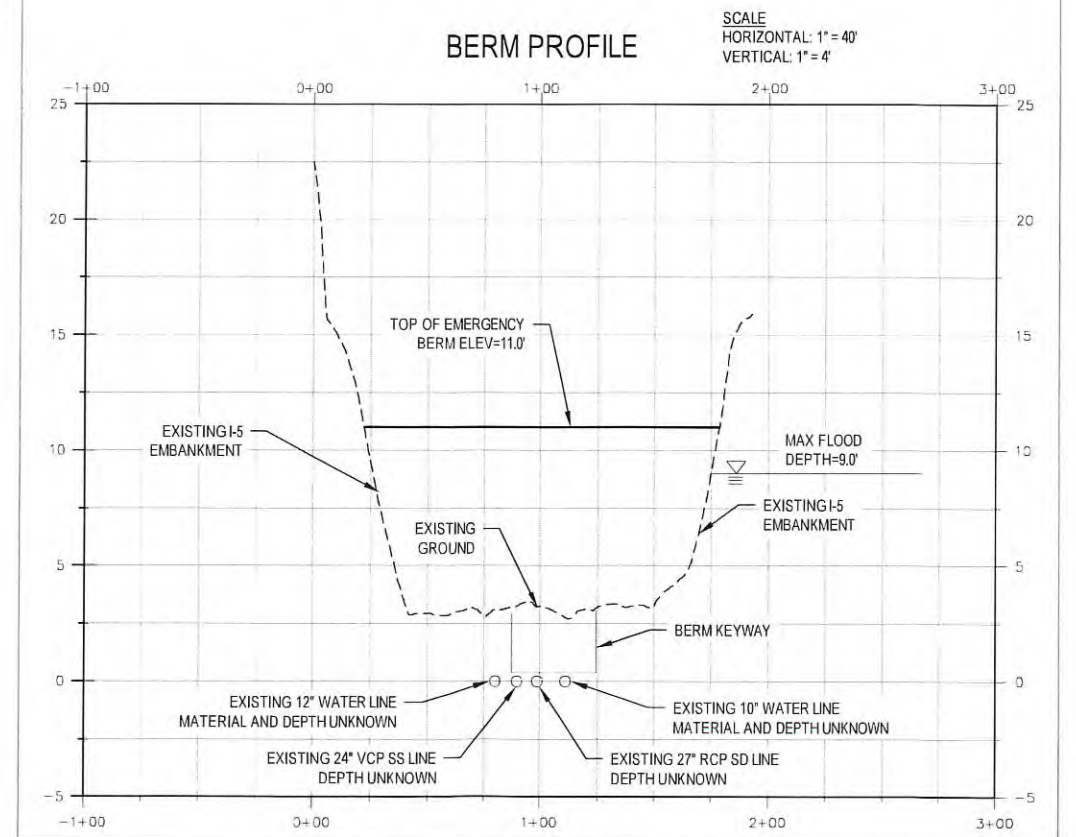
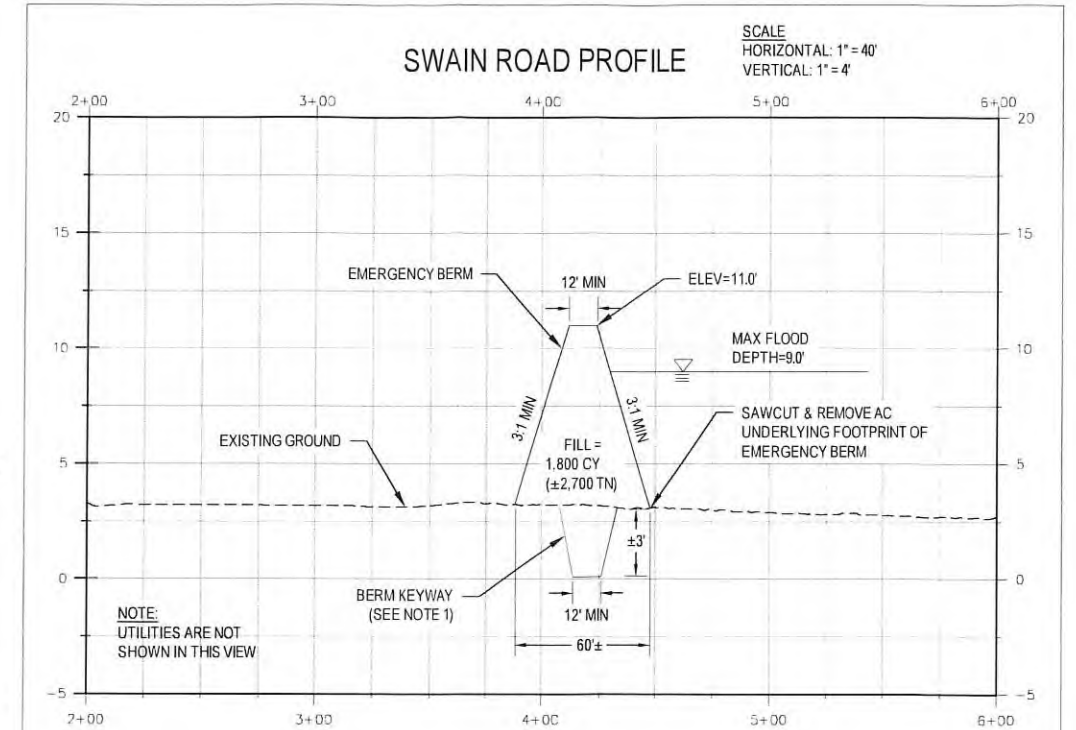


LEGEND

AC	ASPHALT CONCRETE
CA	CABLE
CCTV	CLOSED CIRCUIT TELEVISION
CMPA	CORRUGATED METAL PIPE ARCH
DI	DROP INLET
EX	EXISTING
FM	FORCE MAIN
G	GAS
KV	KILOVOLT
OH	OVERHEAD
RCP	REINFORCED CONCRETE PIPE
SS	SANITARY SEWER
SD	STORM DRAIN
STL	STEEL
TDC	TOP DEAD CENTER
W	WATER

- NOTES:**
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BASIS OF ELEVATIONS
 ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)



811 Know what's below. Call before you dig.	SUBMITTAL	
	%	Date

NORTH ORIENTATION

PROJECT ENGINEER

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NO.	DESCRIPTION	DATE	APPR.

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HORIZONTAL DATUM	CCS83, ZONE 3		
VERTICAL DATUM	NAVD88		

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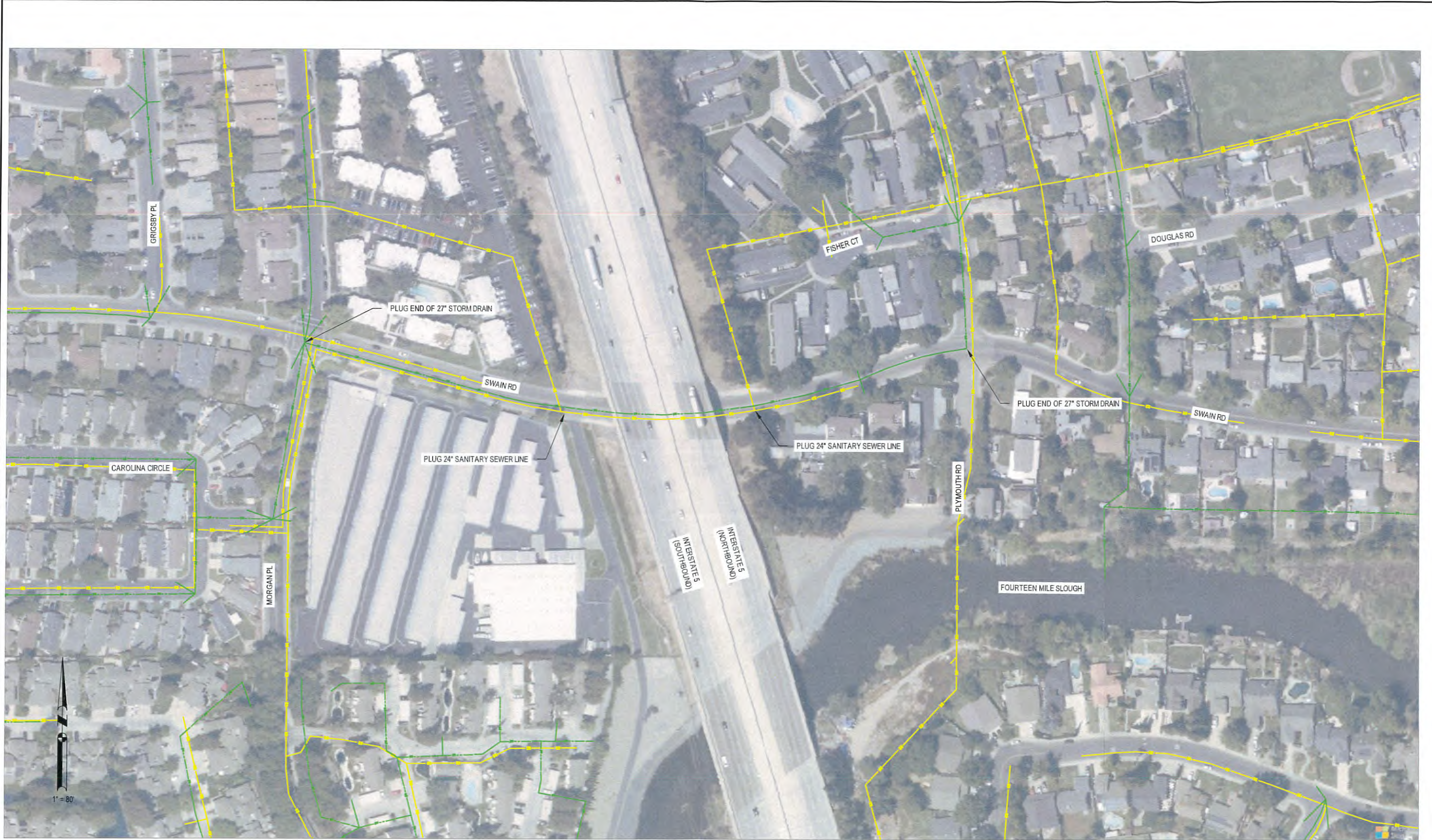
1550 Harbor Blvd., Suite 212
 West Sacramento, CA 95691
 916-403-5900

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 SAN JOAQUIN COUNTY
 RD 1608

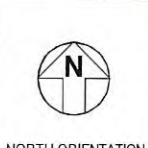
**LINCOLN VILLAGE WEST
 SWAIN RD EMERGENCY BERM
 EAST OF I-5**

DATE	OCT 2022
SHEET IDENTIFICATION	
SHEET	1 OF 2
KSN PROJECT FILE NO.	2257-0030

FILE SPEC: P:\2257_SJC_Flood_Safety_Plan\0030_FloodSafetyPlans_PEDs\08_Civil\400_Plans\D20_CAD_Sheets\RD1608_LincolnVillageWest_PlugPipes.dwg
 PLOT DATE: Oct 31, 2022 - 5:13pm



SUBMITTAL	
%	Date



PROJECT ENGINEER
**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

NO.	DESCRIPTION	DATE	APPR.

DESIGN BY BGG
 DRAWN BY BGG
 CHECK BY EAR
 HORIZONTAL DATUM
 CCS83, ZONE 3
 VERTICAL DATUM
 NAVD88

DRAWING SCALE
 AS SHOWN
 ORIGINAL DRAWING SCALE
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711 N. Pershing Avenue
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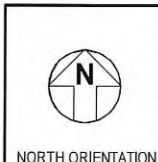
CITY OF STOCKTON
 SAN JOAQUIN COUNTY
 RD 1608
**LINCOLN VILLAGE WEST
 PLUG PIPELINES**
 PRELIMINARY ENGINEERING DESIGN

DATE	OCT 2022
SHEET IDENTIFICATION	SHEET 1 OF 3
KSN PROJECT FILE NO.	2257-0030

FILE SPEC: P:\2257_SJC_Flood_Safety_Plan\0030_FloodSafetyPlans_PEDs\08_Civil\400_Plans\020_CAD_Sheets\PEDs\RD1608_LincolnVillageWest_PlugPipes.dwg
 PLOT DATE: Oct 31, 2022 - 5:13pm



SUBMITTAL	
%	Date



PROJECT ENGINEER
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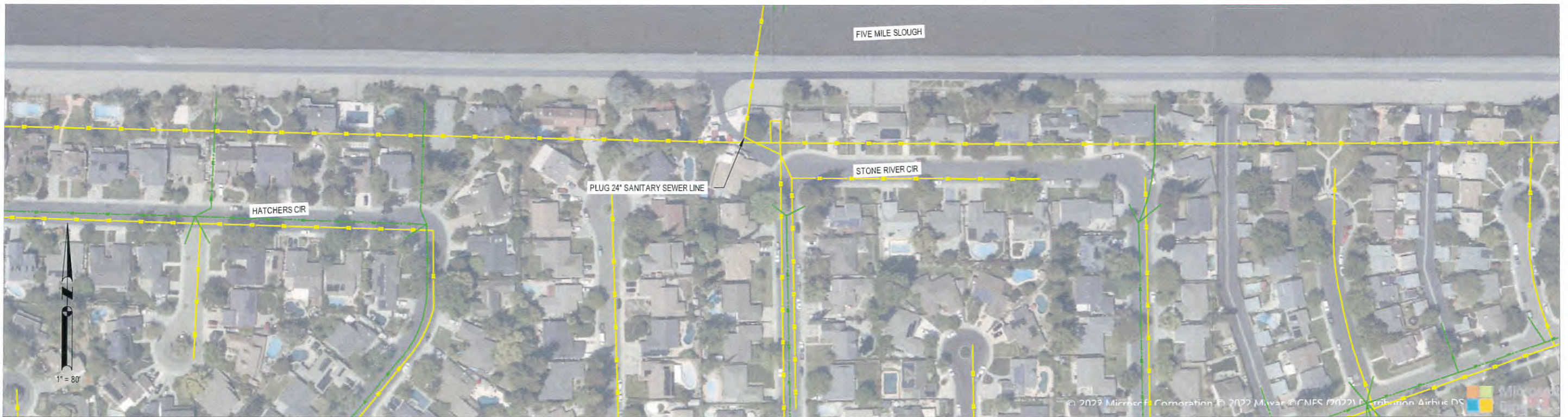
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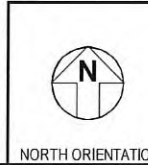
CITY OF STOCKTON
 SAN JOAQUIN COUNTY
 RD 1608
**LINCOLN VILLAGE WEST
 PLUG PIPELINES**
 PRELIMINARY ENGINEERING DESIGN

DATE	OCT 2022
SHEET IDENTIFICATION	SHEET 2 OF 3
	KSN PROJECT FILE NO. 2257-0030

FILE SPEC: F:\2257_SJC_Flood_Safety_Plan\0030_FloodSafetyPlans_PEDs\06_Civil\400_Plans\020_CAD_Sheets_PEDs\RD1608_LincolnVillageWest_PlugPipes.dwg
 PLOT DATE: Oct 31, 2022 - 5:13pm



	SUBMITTAL	
	%	Date



PROJECT ENGINEER
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DESIGN BY BGG	DRAWING SCALE AS SHOWN
DRAWN BY BGG	ORIGINAL DRAWING SCALE 0 1/2" 1"
CHECK BY EAR	
HORIZONTAL DATUM CCS83, ZONE 3	
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 SAN JOAQUIN COUNTY
 RD 1608

**LINCOLN VILLAGE WEST
 PLUG PIPELINES**
 PRELIMINARY ENGINEERING DESIGN

DATE	OCT 2022
SHEET IDENTIFICATION	
SHEET	3 OF 3
KSN PROJECT FILE NO.	2257-0030

ITEM 11

SHORT TERM GOALS 2022

1. Renewal of District Assessment.
2. Sediment Removal Project.
3. Participate in stakeholder groups. Status: Ongoing.
4. Work on slumping areas. In progress.
5. Monitor SJAFCA meetings re Calaveras and Fourteen Mile Slough uncertified levees.
6. Vegetation encroachments
7. Annual Levee Inspection.
8. Repair/Maintenance of Gates on Crown of Southwest Levee
9. Central Valley Flood Protection Plan
10. Revise District Website

LONG TERM GOALS

1. Lower San Joaquin River Flood Risk Reduction Project
2. Raising Elevation of South West Levee.
3. Prop 218 Assessment

ITEM 12

RD 1608: MASTER CALENDAR

JANUARY

FEBRUARY

- Annual Review of Trustee Compensation
- Send out Form 700s, remind Trustees of April 1 filing date

MARCH

- Yearly Employee Evaluations
- Spring Newsletter
- Review Insurance Proposal (Renews April)

APRIL

- April 1: Form 700s due
- Notify School District of Vegetation Control

MAY

- Draft Budget
- Tour of Levee System
- Annual CEQA Exemption

JUNE

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

JULY

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

AUGUST

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: FY 2025).
- Send handbills for collection of assessments for public entity-owned properties
- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code §50731.5*)
- Submit End of the Year Financial Report.

SEPTEMBER

- In election years, last legal deadline to post notice that petitions for nomination of Trustees may be received (7 days prior to close of closure.) (*Cal. Wat. Code §50731.5*).
- In election years, closing of acceptance of petitions for nomination of Trustees (54 days from date of election.) (*Cal. Wat. Code §50731.5*).
- Letter to Property owners on levee regarding levee standards and permit requirements

OCTOBER

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election.)
- Fall Newsletter.
- Update District Information Sheet.
- Review District Emergency Supplies
- Emergency Plan Review in 2019 (every three years thereafter)
- Deadline to Notify Insurance of Non-Participation in JPRIMA for Subsequent Year

NOVEMBER

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

DECEMBER

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

Term of Current Board Members:

Name	Term Commenced	Term Ends
Dan MacDonnell	2021	First Friday of Dec 2025
Dottie Lofstrom	2021	First Friday of Dec 2023
Michael Panzer	2019	First Friday of Dec 2023

Assessment Expires 6/30/2025

Emergency Operation Plan Review – June 2022

Reclamation District Meetings

- **First Wednesday of each month, at 8:00 A.M.**
at the offices of:
Neumiller & Beardslee
3121 W. March Lane, Suite 100
Stockton, California 95219

ITEM 14

Reclamation District 1608
Bills for Approval - January 4, 2023 Board Meeting

NAME	Date	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	SUBVENTION FUND
Michael Panzer (1/4/2023 Board Mtg)	1/4/2023	Trustee Fee	\$285.64				
				\$285.64	6672		
Dan MacDonnell (1/4/2023 Board Mtg)	1/4/2023	Trustee Fee	\$285.64				
				\$285.64	6673		
Dottie Lofstrom (1/4/2023 Board Mtg)	1/4/2023	Trustee Fee	\$285.64				
				\$285.64	6674		
Elvia Trujillo (December 2022 Services)	12/28/2022	Secretary Fee	\$1,157.50				
				\$1,157.50	6675		
PG&E (Landview & Seagull)		0950847867-5	\$0.00				
PG&E (Stone River)		2999432760-8	\$0.00				
				\$0.00			
Neumiller & Beardslee	12/12/2022	335704	\$2,100.22				
				\$2,100.22	6676		
Kjeldsen Sinnock & Neudeck	12/21/2022	34222	\$828.75				
		34223	\$1,170.00				
		34224	\$883.87				
		34225	\$285.00				
		34226	\$213.75				
		34227	\$45.00				
		34228	\$150.00				
		34229	\$9,657.50				
		34230	\$1,287.50				
				\$14,521.37	6677		
BPM LLC	12/22/2022	51560	\$747.17				
				\$747.17	6678		
San Joaquin Co Mosquito & Vector Control Dist (Special Assessment Statement 2022-23)	12/19/2022	SJ10038	\$36.71				
				\$36.71	6679		

Reclamation District 1608
Bills for Approval - January 4, 2023 Board Meeting

Reclamation District 1608	1/4/2022	Transfer	\$40,000.00			
				\$40,000.00	6680	
Ford Construction Company, Inc	12/20/2022	Progress Pay No. 1	\$85,115.25			
				\$85,115.25	6681	
Transfer to Sediment Removal Proj Fund	1/4/2023	For Registered Warrant #6404	\$26,769.69			
				\$26,769.69		
Bank of Stockton	1/9/2023	Registered Warrant No. 6405	\$26,769.69			
(Payment of Registered Warrant 6404)				\$26,769.69	RW6405	
Bank of Stockton Visa	12/6/2022	10/28/22-11/25/22	\$8,042.84	\$8,042.84		Online
State of California Payroll Taxes		11/31/22 and 12/15/22 Payroll	\$633.26	\$633.26		online
Federal Government Payroll Taxes		11/31/22 and 12/15/22 Payroll	\$3,194.01	\$3,194.01		online
Joe L. Bryson (Payroll)	12/1/2022	11/1/22-11/30/22	\$5,058.57	\$5,058.57		Direct Deposit
Hector Bryan Kendall (Payroll)	12/11/2022	11/16/22-11/30/22	\$355.88	\$355.88		Direct Deposit
Roger Lamarra (Payroll)	12/1/2022	11/16/22-11/30/22	\$801.22	\$801.22		Direct Deposit
Roger Lamarra (Payroll)	12/15/2022	12/1/22-12/15/22	\$952.61	\$952.61		Direct Deposit
Joe Conrad Godinez, Jr. (Payroll)	12/1/2022	11/16/22-11/30/22	\$514.65	\$514.65		1568
Joe C. Godinez Sr. (Payroll)	12/1/2022	11/16/22-11/30/22	\$342.57	\$342.57		1569
California State Disbursement Unit	12/1/2022	Child Support	\$342.57	\$342.57		1570
(J Godinez Sr. Income Withholding)						
Ruby Jeff (Payroll)	12/15/2022	12/1/22-12/15/22	\$451.68	\$451.68		1571
Joe C. Godinez Sr. (Payroll)	12/15/2022	12/1/22-12/15/22	\$502.42	\$502.42		1572
California State Disbursement Unit	11/16/2022	Child Support	\$502.43	\$502.43		1573
(J Godinez Sr. Income Withholding)						

Reclamation District 1608
Bills for Approval - January 4, 2023 Board Meeting

		WARRANT TOTAL:		\$171,304.83			
		CHECKING TOTAL:		\$21,694.71			
		TOTAL BILLS PAID		\$192,999.54			