

RECLAMATION DISTRICT NO. 828  
 OCTOBER 2018 FINANCIAL REPORT  
 25% FISCAL YEAR 2018-2019

		BUDGET FY 2018-19	Expended PTD	Expended YTD	% YTD
<b><u>EXPENSES</u></b>					
<b>GENERAL FUND</b>					
<b>Administrative</b>					
G1	Annual Audit	\$3,200.00	\$ -	\$0.00	0%
G2	Public Communication and Noticing	200.00	\$ -	\$0.00	0%
G3	Election Expense	0.00	\$ -	\$0.00	0%
G4	Trustee Fees	600.00	\$ 150.00	\$300.00	50%
G5	County Assessment Administration	650.00	\$ -	\$0.00	0%
	<b>SUBTOTAL</b>	<b>\$4,650.00</b>	<b>\$150.00</b>	<b>\$300.00</b>	<b>6%</b>
<b>Consultants</b>					
G14	Engineering				
G14A	General Engineering	\$7,500.00	\$ 2,395.74	\$2,395.74	32%
G14B	Flood Contingency Map	\$0.00	\$ -	\$0.00	0%
G14C	Levee Subventions	\$0.00	\$ 2,150.28	\$3,893.78	0%
G14D	Levee Maintenance (Engineering)	\$17,500.00	\$ 635.00	\$3,123.00	17.8%
G14E	DWR 5 Year Plan	\$40,000.00	\$ -	\$54.50	
G15	General Legal	25,000.00	\$ 3,732.35	\$9,797.06	39%
	<b>SUBTOTAL</b>	<b>\$90,000.00</b>	<b>\$8,913.37</b>	<b>\$19,264.08</b>	<b>21%</b>
<b>Other</b>					
G18	Insurance	\$4,300.00	\$ -	\$0.00	0%
G19	Reserve Contingency	0.00	\$ -	\$0.00	0%
	<b>SUBTOTAL</b>	<b>\$4,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
	<b>TOTAL GENERAL FUND</b>	<b>\$98,950.00</b>	<b>\$9,063.37</b>	<b>\$19,564.08</b>	<b>20%</b>
<b>RECURRING EXPENSES</b>					
R1	<b>Levee</b>				
R1A	General Maintenance	\$10,000.00	\$ 1,049.57	\$1,540.43	15%
R1B	Riprap and Levee Repair	25,000.00	\$ -	\$0.00	0%
R1C	Weed Control	25,000.00	\$ 6,000.00	\$6,000.00	24%
R1D	Animal Damage Control	0.00	\$ -	\$0.00	0%
	<b>SUBTOTAL</b>	<b>\$60,000.00</b>	<b>\$7,049.57</b>	<b>\$7,540.43</b>	<b>13%</b>
	<b>TOTAL RECURRING EXPENSES</b>	<b>\$60,000.00</b>	<b>\$7,049.57</b>	<b>\$7,540.43</b>	<b>13%</b>
	<b>TOTAL EXPENSES</b>	<b>\$158,950.00</b>	<b>\$16,112.94</b>	<b>\$27,104.51</b>	<b>17%</b>

		BUDGET FY 2018-2019	Income PTD	Income YTD	% YTD
<b><u>INCOME</u></b>					
	Assessment - Existing	\$48,641.60	\$531.68	\$531.68	1%
	Interest	4,000.00	\$2,135.00	\$2,135.00	53%
	Property Tax	\$0.00	\$0.00	\$0.00	0%
	DWR 5 Year Plan Reimbursement	\$40,000.00	\$0.00	\$0.00	
	Subvention Reimbursement	\$17,500.00	\$0.00	\$0.00	0%
	<b>TOTAL, GROSS INCOME</b>	<b>\$110,141.60</b>	<b>\$2,666.68</b>	<b>\$2,666.68</b>	<b>2%</b>
	<b>NET INCOME (LOSS)</b>	<b>(\$48,808.40)</b>			

<b>Fund Balance</b>		
Fund Balance as of July 1, 2018	\$	518,070.44
Revenues (YTD), as of September 30, 2018	\$	2,666.68
Expenses (YTD), as of October 18, 2018	\$	27,104.51
<b>Total Cash as of October 2018</b>	<b>\$</b>	<b>493,632.61</b>

**RECLAMATION DISTRICT 828  
BILLS TO BE PAID  
October 2018**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	RATIFY	WARRANT #
Custom Spraying Inc.	9/25/2018	11-1832	\$6,000.00			
				\$6,000.00		1304
Reclamation District 1608 (1/4 Share of Storage Facility Rental Fee)	9/1/2018	186-18/19	\$200.00			
				\$200.00		1305
Kjeldsen, Sinnock, & Neudeck, Inc.	8/8/2018	23437	\$1,168.75			
	8/8/2018	23438	\$548.75			
	8/8/2018	23439	\$92.50			
	8/8/2018	23440	\$63.75			
	8/8/2018	23441	\$673.32			
	8/13/2018	23661	\$21.25			
	9/13/2018	23662	\$1,601.53			
	9/13/2018	23663	\$1,049.49			
	9/13/2018	23664	\$635.00			
	9/13/2018	23665	\$376.25			
				\$6,230.59		1306
Neumiller & Beardslee	8/29/2018	294070	\$2,785.00			
	9/17/2018	294677	\$747.35			
				\$3,532.35		1307
Trustee Stipend - October 2018 Meeting	Bill Mendelson		\$50.00	\$50.00		
Trustee Stipend - October 2018 Meeting	Paul Marsh		\$50.00	\$50.00		
Trustee Stipend - October 2018 Meeting	Debbie Provost		\$50.00	\$50.00		
			<b>TOTAL:</b>	<b>\$16,112.94</b>		

NOTES:

Anticipated Fund Balance as of 9/30/18:	\$509,745.55
Less Submitted Bills for Payment:	\$16,112.94
<b>Total:</b>	<b>\$493,632.61</b>

**RECLAMATION DISTRICT 828  
BILLS TO BE PAID  
July 2018**

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	RATIFY	WARRANT #
Kjeldsen, Sinnock, & Neudeck, Inc.	5/9/2018	22867	\$863.00			
	5/9/2018	22868	\$489.50			
	5/9/2018	22869	\$135.00			
	5/9/2018	22870	\$54.50			
	6/8/2018	23060	\$300.00			
	6/8/2018	23061	\$789.50			
	6/8/2018	23062	\$1,145.00			
	6/8/2018	23063	\$195.86			
	7/12/2018	23196	\$464.50			
	7/12/2018	23197	\$45.00			
	7/12/2018	23198	\$295.00			
				\$4,776.86		
Neumiller & Beardslee	5/9/2018	292103	\$2,054.71			
	6/26/2018	292668	\$3,082.00			
	7/18/2018	293444	\$928.00			
				\$6,064.71		
Trustee Stipend - July 2018 Meeting	Bill Mendelson		\$50.00	\$50.00		
Trustee Stipend - July 2018 Meeting	Paul Marsh		\$50.00	\$50.00		
Trustee Stipend - July 2018 Meeting	Debbie Provost		\$50.00	\$50.00		
			<b>TOTAL:</b>	<b>\$10,991.57</b>		

NOTES:

Anticipated Fund Balance as of 6/30/18:	\$518,070.44
Less Submitted Bills for Payment:	\$10,991.57
<b>Total:</b>	<b>\$507,078.87</b>

**RECLAMATION DISTRICT NO. 828  
WEBER TRACT  
BOARD OF TRUSTEES MEETING  
THURSDAY, OCTOBER 18, 2018  
8:00 AM  
ENGINEER'S REPORT**

**I. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM**

- a. Review abandoned boat on District's levee and discuss options for its removal.

*EXHIBIT A: Email correspondence from KSN Inc. dated September 26, 2018 related to abandoned vessel on the District's levee*

*EXHIBIT B: Photo of abandoned boat on District's Levee just west of Carlton.*

*EXHIBIT C: Google Earth Screen Shot of Location on District Levee.*

*EXHIBIT D: Proposal from D.A. Archer Excavating dated October 10, 2018.*

- b. Project Funding Agreement WT-18-1.0-SP for the preparation of Five Year Plan for Weber Tract. Review with the Board of Trustees for future Special Meeting authorization since not on Agenda in time.

*EXHIBIT E: SAMPLE Project Funding Agreement TW-18-1.0-SP dated October 8, 2018.*

*EXHIBIT F: 2018 Requirements for 5 year plans dated February 23, 2018*

- c. Review status of annual maintenance work. Discuss vegetation maintenance and overspray issue with Custom Spraying Inc.

*EXHIBIT G: Email correspondence from KSN Inc. Dated September 26, 2018 related to the overspray form Custom Spraying Inc.*

*EXHIBIT H: Daily Field Report form KSN Inc. dated September 24, 2018 referring to the overspray issue with Custom Spraying Inc..*

*EXHIBIT I: Inspection photo from KSN Inc. of sample of overspray on small Oak Tree.*

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

TOTAL FINAL CLAIM	\$31,180.86
LESS DISTRICT SHARE (1,000/MILE @ 1.7 miles)	\$ 1,700.00
TOTAL ELIGIBLE	\$29,480.86
MAX REIMBURSEMENT = 75% OF ELIGIBLE	\$ 22,110.65

**II. CALTRANS LEVEE EROSION REPAIR BENEATH INTERSTATE 5 BRIDGE**

- a. Review the status of the slope repairs beneath Interstate 5 from Caltrans.

*EXHIBIT J: Caltrans response dated July 27, 2018 responding to KSN Inc.'s June 27, 2018 letter.*

*EXHIBIT K: Email correspondence from Caltrans related to trying to schedule a follow up meeting to Caltrans July 27, 2018 response.*

**III. SJAFC A SMITH CANAL GATE STRUCTURE PROJECT**

- a. Update on Smith Canal gate closure project.

*EXHIBIT L: Update memo from Juan Nierra of SJAFC A dated October 10, 2018.*

A

## Chris Neudeck

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**From:** Chris Neudeck  
**Sent:** Wednesday, September 26, 2018 7:58 AM  
**To:** Schroeder, Dan; Bill Mendelson  
**Cc:** Bill Darsie; Wendy L. Fuerte; Richard E. Toy; Dave C. Carr  
**Subject:** Abandoned Boat on RD 828's Levee along with some herbicide overspray  
**Attachments:** 180924 DFR.DOCX; Abandon boat on water side slope.jpg; Oak tree larger than 2 inch diameter - gps 37.96358 -121.32343.jpg

Dan and Bill

I am looking for some guidance. Rick Toy, KSN's inspector, was out yesterday inspecting the condition of the District's levee associated with overspray from our herbicide contractor Custom Spraying and came upon an abandoned boat on the District's levee slope. It is unlikely any one agency is going to step up and remove so typically, if affecting the District's levee, it results in the District handling. The County Sheriff throughout the Delta have gotten Calif Boating and Waterways grants over the past several years for the removal of abandoned vessels unfortunately I do not know the status of any grants for SJCo Sheriff this year. The reason I am requesting advice is to determine whether you want us to invest any more time in either investigation the possibility of another agency to remove or to develop and estimate for what it would take for us to remove. Please advise.

*Thanks*



Christopher H. Neudeck, P.E.  
Vice President

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

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**B**



09.24.2018 14:07



C

RD 828

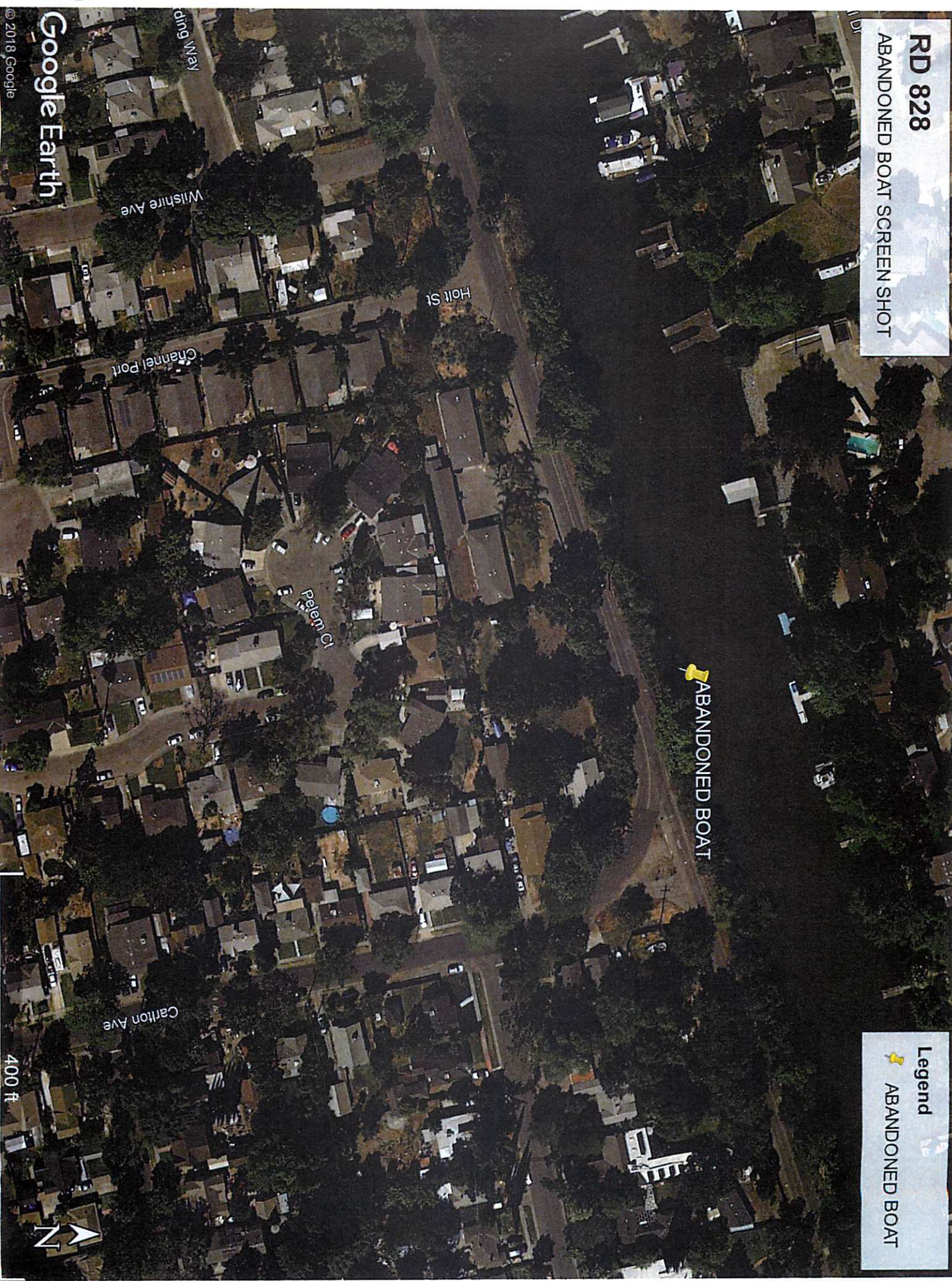
ABANDONED BOAT SCREEN SHOT

Legend



ABANDONED BOAT

 ABANDONED BOAT



Google Earth

© 2018 Google



400 ft

D

David A. Archer, Jr.  
-Owner-  
Contractor's License #761819  
Fed ID# 94-3327568

## **D. A. Archer Excavating**

775 W. 2<sup>nd</sup> Street  
Stockton, CA 95206  
Office (209)463-2641  
Cell (209)601-3745 \* Fax (209)463-2626

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### **PROPOSAL**

**October 10, 2018**

**Reclamation District #828 – Weber Tract**

**Proposal for: Boat Removal**

**210 Excavator**

5 hrs @ \$140.00 per hr \$700.00

**Labor**

8 hrs @ \$75.00 per hr x \$150.00 (2 laborers) \$1200.00

**Off Hauling of Boat** \$360.00

**Dump Fees** \$500.00

**Hazmat fees** \$200.00

**Cutting Tools** \$300.00

**Mobilization** \$500.00

***Total Amount of Proposal*** ***\$3760.00***

All prices quoted are subject to change based upon price increase on materials or fuel costs.

E

**DEPARTMENT OF WATER RESOURCES**

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



October 8, 2018

Mr. Jake Messerli  
Reclamation District No. 2090 (Quimby Island)  
1346 Blue Oaks Boulevard  
Roseville, California 95678

Project Funding Agreement QI-18-1.0-SP

Dear Mr. Messerli:

Enclosed you will find four copies of the Project Funding Agreement for Preparation of Five-Year Plan for Quimby Island, QI-18-1.0-SP.

Please arrange for the signatures of the various trustees of Reclamation District No. 2090 on each copy of the agreement. After the signatures are obtained, please return the entire package to us along with the original resolution signed by the trustees of Reclamation District No. 2090.

If you have any questions, please call Project Engineer Maribel Velazquez at (916) 480-5374 or Jon Wright, Chief Delta Levees Special Projects, at (916) 480-5369.

Sincerely,

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

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

Enclosures

*[Large handwritten signature and scribbles, including the name "BROWN" and a large "X" mark, are present over the right side of the page.]*

**PROJECT FUNDING AGREEMENT**  
for Preparation of Five-Year Plan  
for Reclamation District No. 2090 on Quimby Island  
Agreement No. QI-18-1.0-SP

This Agreement is made and entered into by and between the Department of Water Resources of the State of California, hereinafter referred to as "Department," and Reclamation District No. 2090 (Quimby Island), a political subdivision of the State of California, hereinafter referred to as "Local Agency" or "District."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

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



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

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

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

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

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

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

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

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

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

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

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

**DEPARTMENT OF  
WATER RESOURCES  
State of California**

By: \_\_\_\_\_  
Jon Ericson, Chief  
Division of Flood Management

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Robin E. Brewer, Assistant Chief Counsel

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

**LOCAL AGENCY  
Reclamation District No. 2090**

By: \_\_\_\_\_  
( \_\_\_\_\_ ), Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
( \_\_\_\_\_ ), Title

Date: \_\_\_\_\_

By : \_\_\_\_\_  
( \_\_\_\_\_ ), Title

Date : \_\_\_\_\_

W



F

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

February 23, 2018

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

Dear:

**Introduction**

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

**Background**

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

**Five-Year Plan Cost Share Solicitation**

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

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

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

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

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

Letter Proposals may be mailed or hand delivered to:

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

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

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

Sincerely,



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

Attachment

## Attachment

# 2018 Requirements for the Five-Year-Plan

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

### General Content:

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

### Section 1: Executive Summary (recommend 1 page)

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

### Section 2: Background (recommend 5 pages)

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

**2) Previous Five-Year-Plan progress report**

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

**3) History with the Delta Levees Program**

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

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

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

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

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

## **2) Identification of need for improvements to reduce existing hazards**

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

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

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

The Plan needs to discuss levee risks. In particular:

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

## **4) Identification of opportunities for multi-benefit projects**

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

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

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

### **1) Habitat Mitigation and Enhancement**

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

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

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

The Plan should describe all of the following:

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

**Table of Required Tabulated Information**

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

G



## Chris Neudeck

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**From:** Chris Neudeck  
**Sent:** Wednesday, September 26, 2018 7:58 AM  
**To:** Schroeder, Dan; Bill Mendelson  
**Cc:** Bill Darsie; Wendy L. Fuerte; Richard E. Toy; Dave C. Carr  
**Subject:** Abandoned Boat on RD 828's Levee along with some herbicide overspray  
**Attachments:** 180924 DFR.DOCX; Abandon boat on water side slope.jpg; Oak tree larger than 2 inch diameter - gps 37.96358 -121.32343.jpg

Dan and Bill

I am looking for some guidance. Rick Toy, KSN's inspector, was out yesterday inspecting the condition of the District's levee associated with overspray from our herbicide contractor Custom Spraying and came upon an abandoned boat on the District's levee slope. It is unlikely any one agency is going to step up and remove so typically, if affecting the District's levee, it results in the District handling. The County Sheriff throughout the Delta have gotten Calif Boating and Waterways grants over the past several years for the removal of abandoned vessels unfortunately I do not know the status of any grants for SJCo Sheriff this year. The reason I am requesting advice is to determine whether you want us to invest any more time in either investigation the possibility of another agency to remove or to develop and estimate for what it would take for us to remove. Please advise.

*Thanks*



Christopher H. Neudeck, P.E.  
Vice President

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

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H

# KJELDSSEN, SINNOCK & NEUDECK, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

STEPHEN K. SINNOCK  
CHRISTOPHER H. NEUDECK  
NEAL T. COLWELL  
BARRY O'REGAN

711 NORTH PERSHING AVENUE  
STOCKTON, CALIFORNIA 95203

TELEPHONE (209) 946-0268  
FAX (209) 946-0296  
E-MAIL ksn@ksninc.com

## Field Report

District Engineer:	KSN, Inc.
Project Manager:	Chris Neudeck
Inspector:	Rick Toy
Location:	District Water Side Levee along Smith Canal

Date:	09/24/2018	Job No.:	1204-9019
Project:	Vegetation Control Services		
Contractor:	Custom Spraying, Inc.		
Owner:	RD 828		
Weather:	Clear	Temp:	High 93
Personnel On Site:	No one on site		

### The Following was noted:

Contractor Work Hours:	n/a	to
<p>Based on recent observations of overspray of herbicide by Custom Spraying Inc., I went to the project to quantify the trees that were impacted. Upon observations, many small trees were impacted by the recent herbicide application. Of the trees observed, all but one of the trees was found to be saplings less than 2 inches in diameter. The one tree that was sprayed and over 2 inches in diameter was an oak tree located at gps coordinates 37.96358 -121.3243 near Station 29+50 on the water side AWR hinge point – see photo.</p> <p>Tom Melden of Custom Spraying Inc. had been notified that mitigation may be required by the CDFW. Tom indicated that he toured the project and stated that there was some over spray with herbicide by his crew. In addition, if mitigation is needed, Custom Spraying will plant the tree(s) for mitigation purposes.</p> <p>During observations, there was an abandoned large boat that was lying on the water side slope of the levee. See photo.</p> <p>Photos were taken of all the tree samplings that were affected by the herbicide spraying at the district. See them in the project folder.</p>		
Prepared By:	Rick Toy	
Additional Copies To:	Dave Carr, Bill Darsie	

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09.24.2018 14:15

J

**DEPARTMENT OF TRANSPORTATION**

DISTRICT 10  
P.O. BOX 2048  
1976 E. DR. MARTIN LUTHER KING JR. BLVD  
STOCKTON, CA, 95201  
PHONE (209) 948 3941  
www.dot.ca.gov



*Making Conservation  
a California Way of Life.*

July 27, 2018

Christopher H. Neudeck  
District Engineer for  
Reclamation District No's 1614 & 828  
711 N Pershing Avenue  
Stockton, CA 95203

Dear Mr. Neudeck,

Thank you for letter dated June 27, 2018.

You mentioned in the afore-mentioned letter that the information provided in response to your previous letter dated May 29, 2018 was incomplete and overlooked questions. I apologize if you found our response to be inadequate.

A typical Caltrans project goes through three distinct phases. The Preliminary Analysis and Environmental Document (PAED) is the phase in which a project report and environmental document is written and approved. Appropriate environmental studies are completed during this phase. After the Project Report is completed and approved, work on the Preliminary Specifications and Estimates (PSE) phase is started. During this phase detailed design, estimates, and contracting specifications are completed and the project is advertised, awarded and approved. During the final Construction phase, construction is carried out and the project is closed. For Minor projects however, the PAED and PSE phases can be done concurrently.

Since the work for this project is not on State Right of Way, we are limited in the options for funding the work. We are currently in the process of identifying scope for the project 10-1E790 in using our Minor Program funds. Once the scope is identified and agreed upon by the Project Development team (PDT), we will be able to move forward with the environmental studies for the PAED phase. We may be able to start the design and provide you the cross sections during the PAED phase if the project is found to be of minimal environmental concerns.

The other option for doing this project is through a Financial Contribution (FCO), where Caltrans provides funds for you to conduct the project. In your letter, you have shown interest in taking this option for completing this project. The district is in agreement and would like to discuss this option with you in details. Under the Minor-A program, we can contribute a maximum of \$ 1.25 million of Capital dollars.

Christopher H. Neudeck

Date July 27, 2018

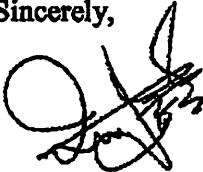
Page 2

I would like to meet in person to go over the details for an FCO and answer any questions that you might have. I will ask my Project Analyst (PA), David Reyes, to reach out to your office and set up a meeting.

I understand your frustration with the delays in regard to this project and I intend to partner diligently with your office to expedite the process while remaining within the established project delivery procedures and protocols.

Please do not hesitate to call me should you have any questions. I can be reached at (209) 948-3941 or [Imran.Fazal@dot.ca.gov](mailto:Imran.Fazal@dot.ca.gov).

Sincerely,



IMRAN FAZAL  
PROJECT MANAGER

c: Monica Kress, Deputy, Program and Project Management  
Sridhar Kidambi, Assistant Single Focal Point  
David Cortez, Chief, Project Management Support Branch



K

## Chris Neudeck

---

**From:** Reyes, David A@DOT <david.a.reyes@dot.ca.gov>  
**Sent:** Wednesday, August 1, 2018 2:59 PM  
**To:** Dave C. Carr  
**Cc:** Chris Neudeck; Tessa K. Marlow; Fazal, Imran@DOT; Kidambi, Sridhar@DOT; Cortez, David M@DOT  
**Subject:** Good Time to Meet w/Caltrans Next Week (1E790 Smith Canal)

Hi David,

Heard you were in the field, but can you check to see the best time for us to meet next week, regarding the 1E790 Smith Canal project? Here's some times we are all available:

Monday 10-11:30 am  
Wednesday 9-11 am or 1-2 pm  
Friday afternoon is good

We will also be glad to meet you at your office since we are so close.

*Regards,*

D. A. Reyes  
D10 PPM/PMSU  
(209) 942-6023



L

# SMITH CANAL GATE PROJECT UPDATE

## DESIGN

- Final 95% design documents completed
  - Responses to comments from Agency, stakeholder, and IPE have been completed
  - Requested Seismic and Geotechnical Reports have been finalized and backchecked
  - IPE Final design comments have been received

## ENVIRONMENTAL

- NEPA
  - Final discussion with the Corps to tailor the required documentation.
- PERMITS
  - Permits have been updated, legal review have been completed are being submitted

## ROW

- Real Estate Plan (REP)
  - Addressing final comments from State
- Acquisition
  - Awaiting DWR's Final approval of REP to move forward
    - Offer letter to SG&CC
  - Completed legal description of Dad's Point portion owned by City of Stockton
    - Finalizing Joint Use Agreement between City and SJAFCA
    - Finalizing Right of Entry
  - Provided to USACE Division a legal description for the portion of Dad's Point owned by USACE
    - Continue negotiations with the USACE for a 50-year lease on this property

## LEGAL

- *Atherton Cove Property Owners Association v. SJAFCA II -Appealed Case*: The Third Circuit Court of Appeals set oral arguments for November 14, 2018.
- *Dominick Gulli v. SJAFCA* –Mr. Gulli is appealing de decision of the Appeals Court.

FRIDAY OCT. 10, 2018