

RECLAMATION DISTRICT NO. 1614

AGENDA FOR REGULAR BOARD OF TRUSTEES MEETING 2:00 P.M. MARCH 1, 2021

Coronavirus COVID-19 Notice

In accordance with the Governor's Executive Order N-33-20, and for the period in which the Order remains in effect, Reclamation District 1614 Board Chambers will be closed to the public.

To accommodate the public during this period of time that the Board's Chambers are closed to the public, Reclamation District 1614 Board of Trustees has arranged for members of the public to observe and comment at the meeting telephonically.

TO ATTEND BY TELECONFERENCE:

Toll-Free Dial-In Number: (877) 778-1806
CONFERENCE ID 891949

Once connected, we request you kindly mute your phone

AGENDA

1. Call to Order/Roll Call.
2. Public Comment. The public may comment on any matter within the District's jurisdiction that is not on the agenda. Matters on the agenda may be commented on by the public when the matter is taken up. All comments are limited to 5 minutes for general public comment and per agenda item in accordance with Resolution 2014-06.
3. Approval of Minutes of the February 1, 2021, Board meeting.
4. Presentation of Financial Status Report. Discussion and possible action.
5. Presentation of Engineer's Report. Discussion and possible action:
 - a. Permit Applications.
 - b. Wisconsin Pump Station Project update.
6. Presentation of Superintendent's Report; request for direction.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Rhonda Olmo 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. The agenda is also available on the Reclamation District website at: <http://www.rd1614.com/>

7. Report and possible action on items discussed at previous meetings:
 - a. Subvention Projects
 - b. San Joaquin County Adopted Floodplain
 - c. State Mandated 200-year Flood Requirements
 - d. San Joaquin Area Flood Control Agency's Smith Canal Gate Structure Project.
8. Report on Meetings Attended.
9. District Calendar.
 - a. Next meeting is April 5, 2021
10. Items for future meetings.
11. Correspondence.
12. Closed Session.
 - a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Levee Superintendent
 - b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: District Secretary
13. Employee Contracts. Discussion and possible action regarding changes to Levee Superintendent and Secretary contracts.
14. Motion to Approve of Bills.
15. Adjournment.

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AGENDA PACKET
RECLAMATION DISTRICT 1614
March 1, 2021

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

ITEM 3

DRAFT
MINUTES OF REGULAR MEETING OF BOARD OF TRUSTEES
FOR RECLAMATION DISTRICT 1614
HELD MONDAY, FEBRUARY 1, 2021

The February Regular Meeting of the Board of Trustees of Reclamation District 1614 was held on Monday, February 1, 2021, telephonically, at the hour of 2:00 p.m.

Roll Call of Board Members and Staff:

President Kevin Kauffman, Trustee Christian Gaines, Trustee Dominick Gulli, Attorney Daniel Schroeder, Attorney Andy Pinasco, Engineer Chris Neudeck, Superintendent Abel Palacio, Secretary Rhonda Olmo

Absent were: None

A list of individuals in attendance is outlined in the meeting sign-in sheet, which is attached to these minutes. – No attendance sheet attached – meeting was held telephonically.

Item 1. Call to Order/Roll Call. President Kauffman called the meeting to order at 2:01 p.m. Roll call was taken.

Item 2. Public Comment. *The public may comment on any matter within the District's jurisdiction that is not on the agenda. Matters on the agenda may be commented on by the public when the matter is taken up. All comments are limited to 5 minutes for general public comment and per agenda item in accordance with Resolution 2014-06.*

Mr. Chris Elias stated that the Lower San Joaquin River Project Phase 1 is continuing to make progress. The first increment design (North of the District - Project RD 2074) is proceeding well, and on January 19, 2021 the US. Army Corps of Engineers released \$20M Dollars to continue construction on that first increment.

Item 3. Election of Officers.

- a. **President**
- b. **Vice-President**
- c. **Secretary**

Attorney Schroeder stated under the Bylaws of the District that after an election is held, and the elected officials are seated, that at the next regular meeting is when Board members elect one of their members to be President, Vice-President, and choose a Secretary. Attorney Schroeder explained the duties of each role. Discussion was held on the duties of each position. Discussion was also held on rotation of positions every two years. It was decided that if all Board members agree to rotating positions every two years then a motion will be made to that affect.

After review,

Trustee Gaines made a motion to appoint Kevin Kauffman as President, himself as Vice-President, and Rhonda Olmo as Secretary for Reclamation District 1614. Trustee Gulli seconded the motion.

Ayes: Gaines, Gulli, Kauffman
Noes: None
Abstain: None
Absent: None

Item 4. Approval of Minutes of the January 11, 2021 Board meeting.

After review, the language regarding potential conflicts of interest regarding Item. 13 “SJAFCA’s Smith Canal Gate Structure Project Progress Report” was asked to be stricken.

Trustee Gulli made a motion to approve the January 11, 2021 Minutes as amended. Trustee Gaines seconded the motion.

Ayes: Gulli, Gaines, Kauffman
Noes: None
Abstain: None
Absent: None

Item 5. Newsletter. Discussion and direction.

Attorney Pinasco referred to the draft newsletter in the agenda packet. Discussion was held as to the language under the Wisconsin Pump Station. After review, the newsletter was approved as is to circulate.

Trustee Gaines made a motion to approve the Newsletter for circulation. President Kauffman seconded the motion.

Ayes: Gaines, Kauffman
Noes: Gulli
Abstain: None
Absent: None

Item 6. Presentation of Financial Status Report. Discussion and Possible Action.

District Secretary, Rhonda Olmo, provided a written and oral report. She noted this month’s report shows the District at 58.3% for the fiscal year. She reviewed the monthly bills and assessments received with the Trustees. She also reviewed the District’s election expenses to date. Mrs. Olmo reported on the payroll expenses incurred because of the temporary workers being hired for the Rock Slope project. Mrs. Olmo booked \$19,638.43 (PG&E contract - Wisconsin) under R5 – this will be moved to R6 Wisconsin Pump Station Construction on the next Financial Report. The bills for Engineering costs were not received prior to the Financial Report being published. Next month’s report will reflect two months’ worth of Mr. Neudeck’s bills. However, a warrant was requested today to pay Mr. Neudeck’s January bill of \$15,123.78. Mr. Gulli stated he would like to see more money used for maintenance, riprap and levee repair this subvention period.

After review,

Trustee Gaines made a motion to approve the Financial Report. Trustee Gulli seconded the motion.

Ayes: Gulli, Gaines, Kauffman
Noes: None

Abstain: None

Absent: None

Item 7. Presentation of Engineer's Report. Discussion and possible action for the following items:

- a. Rock Slope Protection Project – see below
- b. Wisconsin Pump Station No. 7 – see below

FROM ENGINEERS REPORT:

I. ROCK SLOPE PROTECTION PROJECT

- A. KSN Inc. is coordinating with City of Stockton and the Apartment owners to seek the dedication and easement refinement.

Mr. Neudeck reported KSN is still in communication with the City of Stockton and they are contacting the apartment owners. KSN was trying to get the City of Stockton confirmed, given that they are the ones that made the original dedication to make the changes necessary to dedicate that levee easement to RD1614 so that if that was sorted with the City it would help in part to pass that information on to the apartment owners. KSN is having some difficulty reaching the actual party that they need to speak with regarding the apartment owners but is narrowing it down.

II. WISCONSIN PUMP STATION NO. 7

- A. The permitting for this project is completed, and we are working towards finalizing the plans and specs and have it ready to bid in March for a scheduled construction start of 8/1/2021. The Final Agreement with PG&E for ready for execution.

Mr. Neudeck reported the permits are completed and he is going through a QA and QC on the plans and a few minor refinements are being made on some of the features. Mr. Neudeck is working with his staff to get this finalized. Mr. Neudeck said he has the Final Agreement with PG&E ready today for execution. General Counsel will seek President Kauffman's signature on the Final Agreement with PG&E. Mr. Neudeck stated Trustee Gulli requested a copy of the plans which he will provide within the next two weeks. Discussion was held as to when the project will go out to bid.

Item 8. Presentation of Superintendent's Report; request for direction.

Mr. Abel Palacio provided an oral and written report. In summary he reported:

- The month of January station checks were performed at all pump stations. All stations performed well during the storms. Mr. Palacio reported that the winds caused power outages at six of the stations for up to 6 to 11 hours. He rented a generator in anticipation of the storm for Wisconsin. He also decided to rent another generator to handle the multiple power outages.

- Due to the storm, there was no water side levee inspection. However, Mr. Palacio did manage to perform a drive by inspection from Shimizu drive on the south bank of Smith Canal. He had no issue to report. Mr. Palacio is hoping to perform a levee inspection this week.
- Mr. Palacio reported on lessons learned from the major storm event this month.
 - Electric Generators of the size needed to run the largest loads and largest watershed areas (Wisconsin and Franklin) require a day notice prior to needing them. Cables for the generator are proved but may differ in makeup. He stated it is important to size the generator to a size that can handle the inrush starting current as well as ampacity of the motors.
 - Have 125-150 KW 3 phase multi volt (240/280) on standby at Wisconsin and Franklin. Cost is approximately \$1,200/week or \$500/day.
 - Purchase two sets of power cables and leave at Franklin and Wisconsin to eliminate cabling issues. Also saves time by having them prewired before a storm event.

Discussion was held regarding the power outages. Trustee Gulli commended Mr. Palacio on keeping the stations running during the storm.

After review,

Trustee Gulli made a motion to approve the purchase of the cables. Trustee Gaines seconded the motion.

Ayes: Gulli, Gaines, Kauffman
Noes: None
Abstain: None
Absent: None

Item 9. Report on Meetings Attended. Legal Counsel attended the Board of Supervisor's meeting on January 26, 2021. Attorney Pinasco reported that the Board of Supervisor's appointed Mr. Gulli to the office of Trustee for RD 1614. Mr. Gulli holds this position for the 2020 – 2024 Term.

Item 10. Review Document Retention Policy.

Attorney Pinasco stated the Retention Policy included in the agenda packet is for the Board Members review. He stated he did a survey of all the retention periods identified in it and there are no changes. Discussion was held on destroying documents.

Item 11. District Calendar.

- a. Next Meeting March 1, 2021.

Form 700's have been circulated and need to be returned to Rhonda Olmo prior to the April deadline. Next month a Closed Session will be held to review all the District's employees.

Item 12. Items for future meetings.

- a. Consider items proposed by Trustees for consideration at a future meeting.

Discussion was held as to the 11 future agenda items Mr. Gulli would like added to upcoming agendas. After review, a Special Meeting will be scheduled for February 8, 2021 at 2:00 p.m. to discuss the following:

- 100 Year Floodplain.
- 200 Year Floodplain.
- Formation of a standing committee to discuss and prepare Letter of Map Revision. Statement of Qualifications.
- Closed Session to discuss District Engineer and Legal Counsel performance.

Mr. Neudeck left the meeting at 3:38 p.m.

Item 13. San Joaquin Area Flood Control Agency's Smith Canal Gate Structure Project Progress Report.

Mr. Chris Elias reported that he does not have anything additional to report this month.

Item 14. Correspondence. Included in agenda packet.

Item 15. Motion to Approve Bills.

After review,

Trustee Gaines made a motion to approve the January 2021 bills. President Kauffman seconded the motion.

Ayes: Gaines, Kauffman

Noes: None

Abstain: Gulli

Absent: None

Item 16. Adjournment. Trustee Gulli made a motion to adjourn the meeting at 3:42 p.m. Trustee Gaines seconded the motion.

Secretary: The agenda for this meeting was posted at 3121 West March Lane, Suite 100, Stockton, California at least 72 hours preceding the meeting.

Respectfully submitted,

Rhonda L. Olmo
District Secretary

Reclamation District 1614

January, 2021 Bills

NAME	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	SUBVENTION FUND
Kevin Kauffman		\$100.00		5916		
			\$100.00			
Christian Gaines		\$50.00		5917		
			\$50.00			
Dominick Gulli		\$50.00		5918		
			\$50.00			
Rhonda Olmo		\$1,212.50		5919		
			\$1,212.50			
Neumiller & Beardslee	314205	\$8,475.50		5920		
			\$8,475.50			
Delk Pest Control	100701	\$220.00		5921		
			\$220.00			
RACO Manufacturing & Engineering Co.	103216	\$1,429.75		5922		
			\$1,429.75			
State Water Resources Control Board	WD-0185394	\$276.00			2532	
<i>Annual Permit Fee - Wisconsin Pump Station</i>			\$276.00			
Dino & Son Ditching Service, Inc	21-05	\$39,263.64		5924		
			\$39,263.64			
Paul E. Vaz Trucking, Inc.	72787	\$36,238.66		5925		
			\$36,238.66			
PG&E		\$19,638.43		5926		
<i>Non-Refundable 50% Discount for Pump Station</i>			\$19,638.43			
Abel Palacio -January Payroll		\$2,498.35			Direct Deposit	
			\$2,498.35			

Reclamation District 1614

January, 2021 Bills

TEMPORARY WORKERS Payroll:					
Teofilo C. Macias, Jr.		\$904.92		2530	
Teofilo C. Macias, Sr.		\$904.92		2531	
			\$1,809.84		
State of California Payroll Taxes - January		\$478.32		online	
			\$478.32		
Federal Government Payroll Taxes - January		\$2,019.62		online	
			\$2,019.62		
Sprint		\$118.86		online	
			\$118.86		
Comcast		\$121.91		online	
			\$121.91		
Visa		\$381.66		online	
			\$381.66		
PG&E		\$751.74		online	
			\$751.74		

WARRANT TOTAL: \$106,954.48
CHECKING TOTAL: \$8,180.30
TOTAL BILLS PAID \$115,134.78

ITEM 4

ITEM 5

**RECLAMATION DISTRICT NO. 1614
SMITH TRACT**

BOARD OF TRUSTEES MEETING

MONDAY, MARCH 1, 2021

2:00 PM

ENGINEER'S REPORT

I. ROCK SLOPE PROTECTION PROJECT

A. KSN Inc. is coordinating with City of Stockton and the Apartment owners to seek the dedication and easement refinement.

1. **City of Stockton Update:** The RD 1614/City of Stockton Easement package has been presented to the City of Stockton for review, KSN Inc. has been working with Amanda Thomas, City of Stockton Real Property. KSN Inc. has been emailing Amanda frequently about the status of the review and asking if we can provide any additional information to make the review more efficient. Our last email correspondence was Tuesday, February 16, 2021 asking if there were any questions or comments. Amanda responded on February 19, 2021 stating "I need to investigate further and talk to some City departments about access."

2. **Apartment Owners- Halo Managers Corporation Update:** KSN Inc. has been having difficulty making contact with Halo Managers Corporation, so we drove by the property and called the number listed on the wall, Halo Leasing Office, 3243 Farmington Road, Unit 128, Stockton CA, 95205 – (209) 598-5282 on February 1, 2021 and talked with Mr. Ed Munoz. After explaining who KSN Inc. was and what we needed he said originally to send the package to 610 Discovery Bay Blvd., Discovery Bay, CA 94505-9457 but he then changed his mind and had us email the RD 1614/Halo Managers Corp Easement package to himself @ edmunoz236@gmail.com which we did on February 1, 2021. We followed up with Mr. Munoz again on February 5, 2021 to see if any additional information would be helpful. Mr. Munoz responded and asked whether we had heard from anyone at Halo on February 24th. We responded that we had not, but could follow-up with someone else if appropriate.

B. KSN Inc. conducted a recent filed inspection of the site and as for now the campers have not attempted to move back in. Thus far, it appears no campers have set foot back on the area of Smith Canal where their village was located prior to the project. CalTrans has repaired their fence adjacent to the project area, where the homeless cut holes in it to access beneath the I-5 Bridge. Currently, I-5 has no illegal campers beneath it on the north side abutment (RD 1614 - Smith Tract) but does have them beneath the south side abutment (RD 828 – Weber Tract).

EXHIBIT A: KSN Inc. Daily Field Report photo summary.

II. WISCONSIN PUMP STATION NO. 7

A. Plans are mostly completed, and preparation of specifications are in progress. Plan to have a full "Issued for Bid" set of Bidding Documents ready in the next week or two. Currently, we are anticipating a March 31 bid date and a recommendation for award ready to present at the RD 1614 April meeting.

1. Civil:

Civil plans are complete (100%). Preparation of specifications is in progress.

2. Structural:

Structural plans are complete (100%). Preparation of specifications is in progress.

3. Electrical:

Electrical plans are substantially complete (90%). Plans are being finalized. Preparation of specifications is in progress.

4. PG&E agreement has been signed by RD 1614 and returned.

5. Environmental:

Done.

6. Permitting:

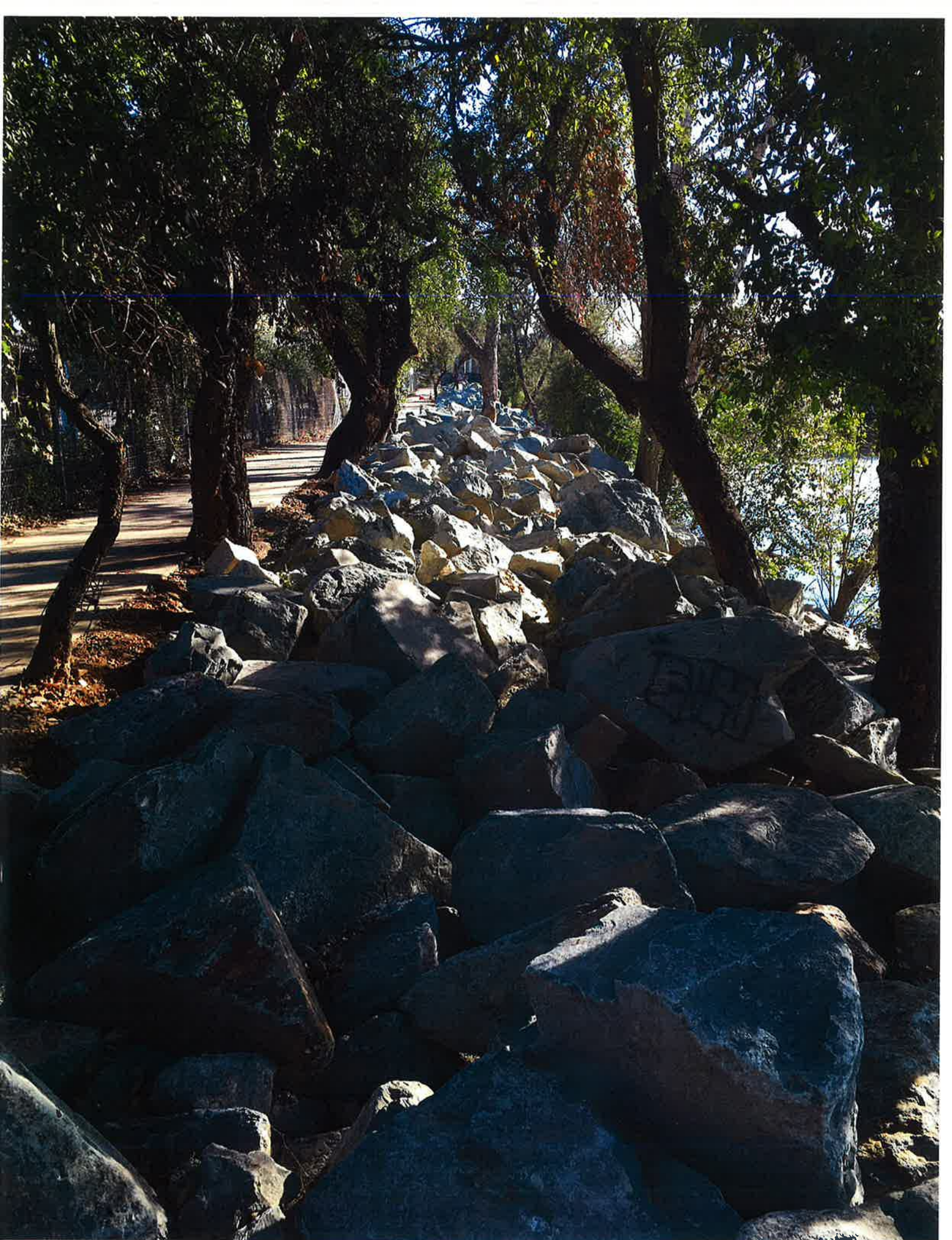
CVFPB encroachment permit is done.

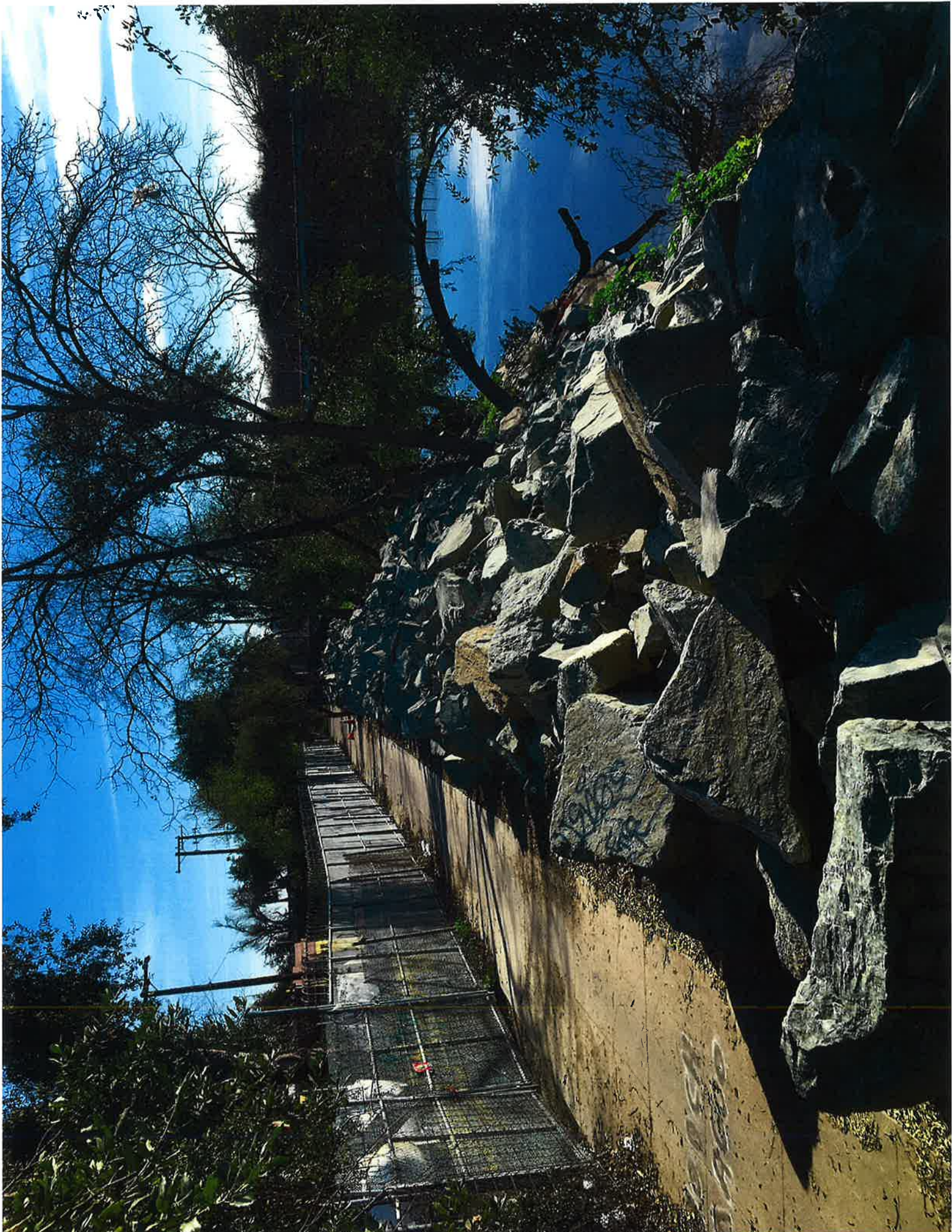
CDFW (1602) permit is done.

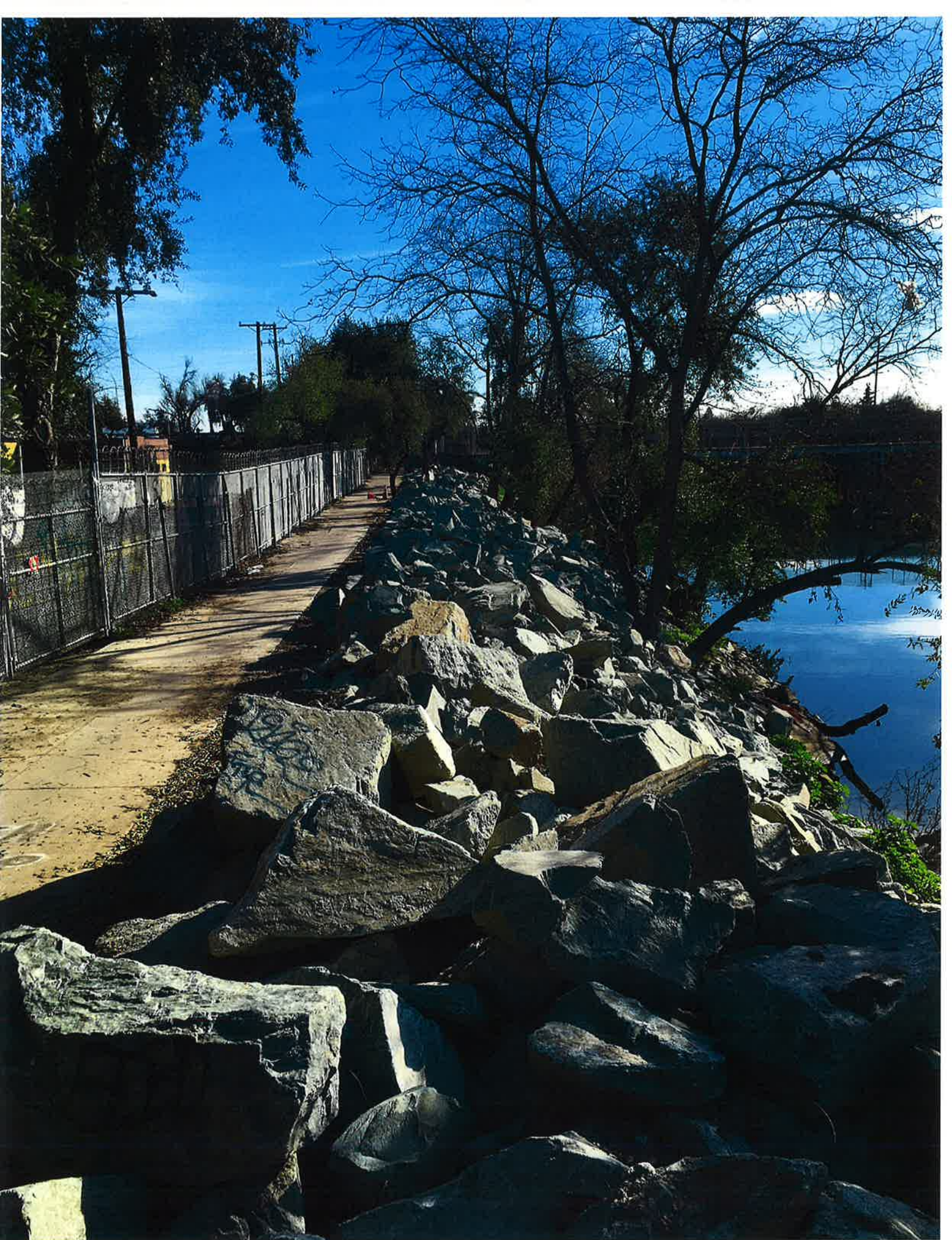
RWQCB (401) permit is done.

USACE (404) approval is done.

Exhibit A











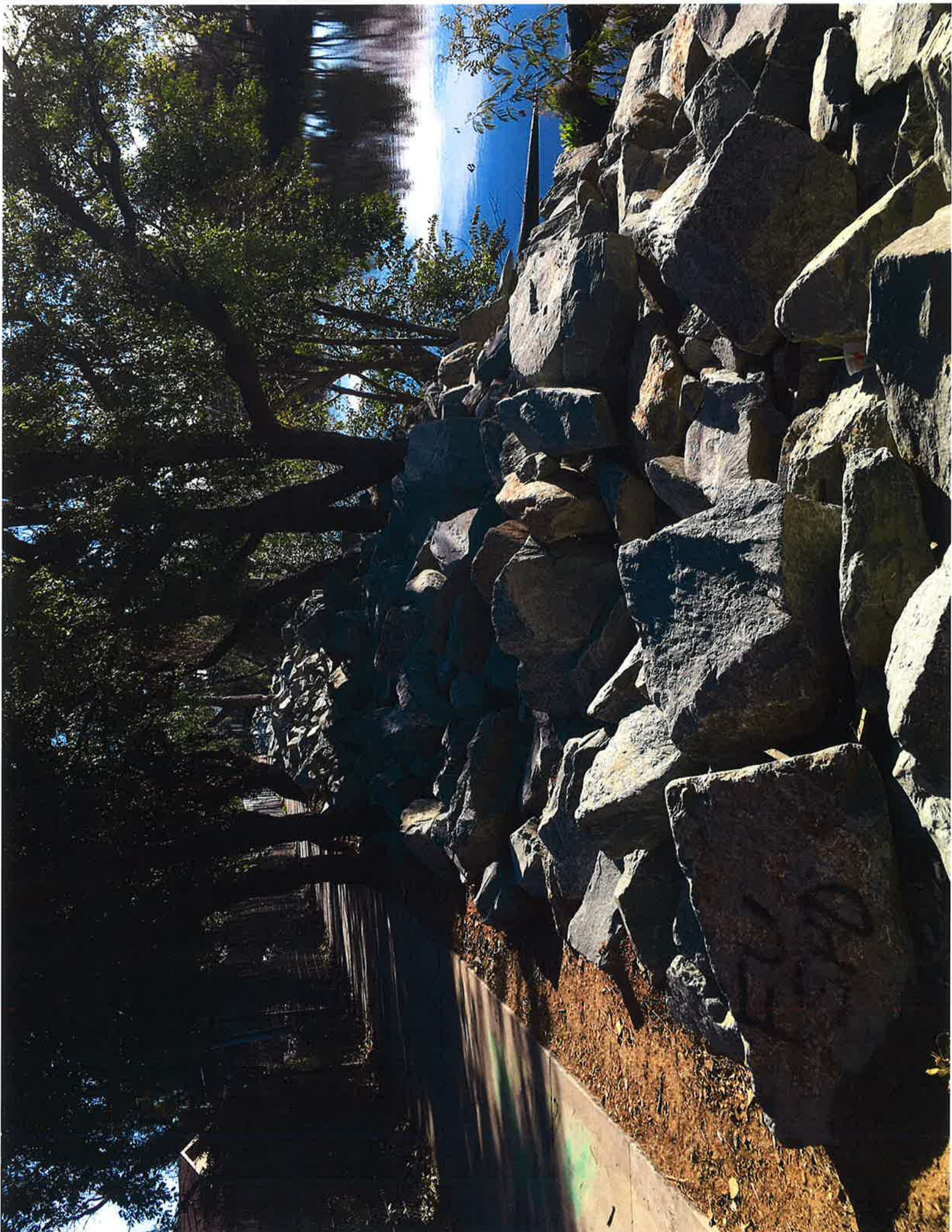


STATE PROPERTY
NO TRESPASSING
VIOLATORS WILL BE PROSECUTED
SECTION 02 CPC









ITEM 6

February , included levee and pump station inspections , repairs and maintenance on District property . My focus during the month was on the wet well level control and notification systems

The remaining RTU's (remote terminal units) were received . I configured and installed them at the remaining pump station. The Web portal was also reconfigured to match the settings at the newly configured pump station RTU's . This completes the work to upgrade the RTU's at all stations, they are all now on the 3G cellular network with real time analog being sent to the web portal for up to date accurate wet levels being transmitted. This gives us confidence that the system can be relied on to direct me to trouble spots during major storm events and allows me to prioritize issues during these events.

Related to the RTU replacement project , a couple of the pump station control systems that control the automatic start and stopping of pumps based on wet well levels were identified that are obsolete or not able to get parts for in the event of a failure. I mentioned this in a previous report and plan to phase in replacements for these systems . the stations identified are as follows:

Station #1 - Buena Vista, has older Tesco Liq 2 controller - no longer supported by manufacturer

No analog output to send data to RTU.

Station # 11- River walk, has floats for level control, isolation relay is defective and needs to be replaced.

I have reviewed several level controllers on the market. The one that I think is best suited for our application is the Greyline Instruments PSL 5.0 level controller (see below) this controller uses either a ultrasonic transducer or a submersible transmitter to measure the wet well level. I have ordered one of these as a trial to see how it works out for a suitable replacement for level controller replacement systems going forward. They are low cost (approx \$2,100) and include the ultra sonic transmitter and an analog output to interface with our RTU's for remote monitoring.

Other pump stations have older but adequate controllers - These controllers will be replaced if they fail - However as previously mentioned they are also being modified by replacing the pneumatic bubbler system with submersible transmitters. In addition I have been adding the input to the RTU so that when a pump fails to start ,I am notified thru the RACO alarm notification system.

Levee inspection report : please see attached report



The Greyline Instruments PSL 5.0 level controller uses a non-contacting ultrasonic sensor mounted above the liquid and is ideal for sewage pump stations, lift stations, wet wells and tank level control. The PSL 5.0 includes six independently programmable control relays for pump or valve control, level alarms, dialers, temperature alarm and echo-loss alarm.

Setting up and using the PSL 5.0 is easy. Simply mount the non-contacting, ultrasonic sensor in the tank or wet well and install the watertight electronics in the control room or any location within 500 ft. Use the simple menu system and built-in keypad to set up measurement range, relay set points and pump alternation sequence. A relay/pump run time report is updated and stored automatically for viewing on the unit's backlit LCD display.

The PSL 5.0 sets a new level of reliability. It operates with an ultrasonic level transducer as its primary sensor but also accepts connections from 4-20mA level sensors for redundancy. If the ultrasonic transducer loses signal from foam on the water surface for example, the redundant sensor will take over reading instantly. As soon as the ultrasonic sensor receives new echoes, it will resume function as the primary sensor. The PSL 5.0 will auto-calibrate the redundant sensor and monitor it continuously to ensure availability during primary sensor failure.

Thank you , sincerely
Abel Palacio - Superintendent 1614

Reclamation District 1614 Monthly Waterside Inspection Report

Personnel present: Abel Palacio (RD 1614 Superintendent), Aaron Lickingteller (KSN)

Inspection conducted: Friday, February 5, 2021 at 12:00pm –3:30pm. Low tide occurred at 8:00pm (0.3 feet) and high tide occurred at 5:00pm – 12:00pm (4.1 feet).

The ability to inspect the waterside slopes from the water has not changed except in the area adjacent to the west side of the CalTrans I-5 Right-of-Way where the homeless camp used to be. The homeless camp is gone and large quarter and half ton rock cover the levee crown and parts of the slope so viewing the levee is unencumbered, especially with the trees void of their leaves for the winter. The ten-foot-tall steel grating fence installed by CalTrans between the City of Stockton fence and the pedestrian walkway at the eastern pedestrian walkway was cut long ago by the homeless as they sought shelter under the bridge during typical winter storms. Weber Tract contains a handful of homeless camps, mostly beneath the I-5 bridge. On both Smith and Weber Districts, the same properties continue to have overgrown vegetation; fallen trees continue to protrude into the canal; and the dilapidated docks continue to fall further into disrepair. The following photos represent the current typical features of Smith Tract in its current state.



1448 W.S. Tuxedo Ave: Dense vegetation renders the waterside slope invisible.



1466 W.S. Tuxedo Ave: Wooden 'headwall' and dense vegetation.



1506 W.S. Tuxedo Ave.: Dense bamboo and trees overhanging the canal.



1510 West South Tuxedo Ave.: Dense vegetation and a deck in a state of disrepair.



1534 W.S. Tuxedo Ave.: A large tree overhanging the canal coupled with lots of dense vegetation render the waterside slope uninspectable.



1616 W.S. Tuxedo Ave.: Several large trees, a slightly undercut bank, and dense vegetation.



1640 W.S. Tuxedo Ave.: Large tree, dense vegetation, and dock in disrepair.



1722 W.S. Tuxedo Ave.: Large trees and not so dense vegetation make this one of the easier properties to inspect.



1826 W.S. Tuxedo Ave.: A more easily inspectable property contains a sunken boat attached to a dilapidated dock.



1848 W.S. Tuxedo Ave.: A burned-out home surrounded by dense vegetation provides zero inspectability of the waterside slope.



2011 Mission Rd.: A more easily inspectable property with a dock in disrepair.



1948 Canal Dr.: Dense vegetation coupled with a metal 'headwall' provides zero inspectability along the waterside slope.



2060 Canal Dr.: Dense vegetation comprised of fast-growing bamboo render this slope uninspectable most of the time. Sometimes someone cuts it near the dilapidated dock.



2072 Canal Dr.: Dense vegetation and several trees require trimming.



2204 Canal Dr.: A good candidate for riprap.



2220 Canal Dr.: This homeowner has verbally agreed with the District for rock slope protection.



2286 Canal Dr.: A decent representation of the western portion of the canal east of I-5 that is inspectable.



2344 Canal Dr.: This is what happens to rickety docks left in place by the property owners.



2020 Plymouth Rd.: Another prime candidate for rock slope protection, although an illegal camper has constructed a ramshackle home on the waterside slope.



2260 Via Milano Pl.: Dense vegetation provides ample protection from the elements for an illegal camper. The thick vegetation also prevents inspectability of the waterside slope and the sunken boats create a navigation hazard in the canal.



2030 Moering Rd.: Several large trees overhanging the canal and non-visible waterside slope.

ITEM 9

RD 1614: MASTER CALENDAR

JANUARY

FEBRUARY

- Send out Form 700s, remind Trustees of April 1 filing date
- Update Document Retention Policy

MARCH

- Evaluation Review of Employees

APRIL

- April 1: Form 700s due
- Biannual Town Hall Meeting

MAY

- Draft Budget

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
- Adopted Annual Budget.
- Reminder that Liability Insurance Expires Annually the end of July.
- Adopt Annual CEQA Exemption for levee maintenance

JULY

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

AUGUST

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: no expiration).
- 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*)
- Employee Embezzlement Policy Expires this Month.
- Renewal of Insurance
(Crime policy does not come up for renewal until 8/26/2020)

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*).
- Review Status of Encroachment Permit request from Randy Pierson for fence at corner of Del Rio Ave and Kirk Ave.

OCTOBER

- Publish Notice of Election, even numbered years (once per week, 4 times, commencing at least 1 month prior to election).
- Newsletter
- Biannual Town Hall Meeting.

NOVEMBER

- Election: to be held date selected by Board each even-numbered year.

DECEMBER

- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each even-numbered year.
- Follow up on Smith Canal Proposition 218 Reimbursement for costs advanced to SJAFCA.
- Election of Board officers (Election years)

Term of Current Board Members:

Name	Term Commenced	Term Ends
Christian Gaines	First Friday 12/2018	First Friday of 12/2022
Kevin Kauffman	First Friday 12/2020	First Friday of 12/2024
Dominick Gulli	First Friday 12/2020	First Friday of 12/2024

No Expiration on Assessment

Emergency Operations Plan Review – September 2022.

Reclamation District Meetings

- **First Monday of each month, at 2:00 P.M.
at the offices of
Neumiller &Beardslee
3121 W. March Lane, Suite 100
Stockton, California 95219**

ITEM 13

EMPLOYMENT CONTRACT

For Abel Palacio
Reclamation District 1614

THIS CONTRACT ("Contract") is made, effective as of the 1st day of June, 2020, by and between **Reclamation District 1614**, a reclamation district organized under the laws of the State of California (hereinafter called "Employer"), and **Abel Palacio** (hereinafter called "Employee").

The parties agree as follows:

Section 1. **Duties**

A. **General.** Employer hereby employs Employee to perform the duties specified in Exhibit A attached hereto and incorporated herein.

Section 2. **Term.**

A. The term of this Contract shall be indefinite, unless terminated as provided herein.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of Employee to resign at any time.

C. Employee in the position of Levee Superintendent serves at the will of the Employer and may be removed by Employer at any time with or without cause or notice.

Section 3. **Salary.**

A. Employer agrees to pay Employee for Employee's duties as Levee Superintendent an hourly rate of THIRTY and 0/100 Dollars (\$30.00) payable monthly, subject to usual and normal withholdings for sixty (60) days from June 1, 2020.

B. Beginning August 1, 2020, Employer agrees to pay Employee for Employee's duties as Levee Superintendent an hourly rate of FORTY and 0/100 Dollars (\$40.00) payable monthly, subject to usual and normal withholdings for at least nine (9) months from August 1, 2020.

Section 4. **Performance Evaluation.** Employer shall review and evaluate the performance of Employee six (6) months after the date of this Contract, an additional six (6) months thereafter and at least once annually thereafter. Such review shall include review of Employee's accomplishment of objectives and goals established by Employer.

Section 5. **Hours of Work.** Employee shall devote such hours as may be necessary to carry out the duties set forth in Exhibit A. It is anticipated that Employee will typically work approximately ten (10) hours per week depending on conditions and the needs of the Employer.

Section 6. **Vacation and Sick Leave.**

A. Employee shall not earn vacation and sick leave other than as required by law.

Section 7. **Disability, Health and Life Insurance.** Employer shall not provide disability, health or life insurance for Employee.

Section 8. **Retirement.** Employer shall not provide retirement benefits or pension benefits for Employee.

Section 9. **Reimbursement Expenses.** Employee will receive reimbursement for all sums necessarily incurred and paid by Employee in the performance of Employee's duties.

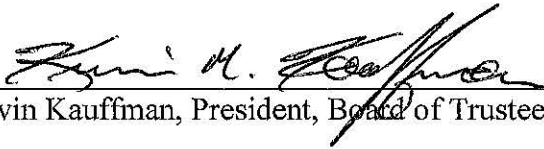
Section 10. **Indemnification.** Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, sections 800 et seq.

Section 11. **Unavailability.** If Employee should be temporarily unavailable (as, for example, because of illness) to perform Employee's duties, Employee shall inform Employer and the Engineer for Employer.

Section 12. **Entire Contract.** This Contract contains all the understandings and agreements between the parties concerning Employee's employment and Employee acknowledges that no person who is either an agent or Employee of the District may orally or by conduct modify, delete, vary, or contradict, the terms and conditions set forth herein. Any modification or waiver of this Contract must be expressly made in writing executed and approved by the Board of Trustees of the District. This Contract replaces any and all prior agreements between Employee and the District related to Employee's employment and any and all such prior agreements are hereby canceled.

signatures on next page

EMPLOYER
Reclamation District 1614

By 
Kevin Kauffman, President, Board of Trustees

EMPLOYEE



ABEL PALACIO

EXHIBIT "A"

RECLAMATION DISTRICT 1614 JOB DESCRIPTION, DUTIES AND REQUIREMENTS FOR THE POSITION OF LEVEE SUPERINTENDENT

Qualification Requirements

The Levee Superintendent must:

- Have a valid California Driver's License at the time of employment
- Have a high school diploma or equivalent
- Pass a pre-employment drug test prior to employment at the election of the Board of Trustees.
- Be able to read and write, and possess basic record keeping skills
- Be knowledgeable and comfortable around power tools, such as chainsaws, power drills, grinders, etc.
- Be physically fit to perform physical and manual labor
- Be available to work weekends, holidays and extended hours if there is a need for emergency repairs or levee patrols during potential flood events.
- Have a general knowledge of mechanical and electrical systems, and of landscape maintenance principles and an ability to communicate issues within the district to the board of directors, district engineers, and other contractor or agencies servicing district property, equipment, or responsibilities.

General Duties and Performance

The Levee Superintendent will report to the Board of Trustees, and will coordinate his or her activities with the District's Engineer, Attorney and Secretary.

Become knowledgeable on and ensure the Levee Encroachment Standards for Reclamation District 1614 are enforced.

The Levee Superintendent will also field and evaluate complaints, requests or questions from the District's residents.

The Levee Superintendent is responsible for routine levee inspections to check for levee problems and encroachments and take action when necessary

When representing the district, the Levee Superintendent will treat all property owners (including trustees) equally and in a fair manner

The Levee Superintendent shall make the effort to meet new property owners and assist them to become familiarize with the district's permit requirements and levee encroachment standards.

During abnormal high tides, inclement weather with high winds, and earthquakes, or other potential flood events, the Levee Superintendent must conduct intensive levee patrol/inspections (in coordination with the District's Engineer) to check for damages and the integrity of the levee

Attend and provide report of activities at the monthly District meeting

Respond to incidents within the jurisdiction of the reclamation district that could or will impact the operations of district equipment and/or expose the district to regulatory issues outside of normal operations.

Flood Fight Contingencies

Become knowledgeable on the Reclamation District 1614 Preliminary Levee Patrol and Emergency Plan. In coordination with the District Engineer, work on the annual Patrol Schedule, and on updating the Plan.

During winter and periods of rain or high water, the Levee Superintendent should obtain daily reports of the delta river stage from the following website:

http://www.water.ca.gov/nav.cfm?topic=Water_Conditions&subtopic=River_Conditions_and_Forecasts

During periods of rain or high water, the Levee Superintendent shall make every effort to be available and on call.

The Levee Superintendent shall attend flood fight training when available.

The Levee Superintendent shall maintain the flood fight storage shed. Materials are to be stored in an orderly manner and kept clean and free of rodents. Levee Superintendent shall keep adequate flood fight inventory on hand and replenish used materials before the start of flood season, and purchase supplies as necessary within the approved budget.

The Levee Superintendent shall become familiar with, and coordinate, the District's relations with State and County Emergency Services.

The Levee Superintendent shall know where a supply of sand can be utilized for sandbagging purposes during a flood crisis.

Pump Procedures

The Levee Superintendent shall:

- Check the District's pump at least once every week
- Check pump for oil and lubricate when needed
- Make sure that the pump is in working order
- Arrange for repairs when necessary and oversee work. Let contracts within the approved budget
- Arrange for annual power efficiency test of pumps

Levee Maintenance

The Levee Superintendent shall:

- Ensure that the District's contractor used by the District to perform weed control does perform weed control, based on a schedule determined by the Board and weather conditions
- Eliminate rodents causing burrows and holes, using standard bait and smoke bombs and other legal means; repair damages caused by rodents
- Assure that all levee maintenance work is properly inspected, resolved and photographed before starting work and after completion; write appropriate reports in accordance with this section
- Remove tree saplings from levee slopes before they reach a diameter of 2 inches
- Contact property owners regarding violations of the levee encroachment standards.
- Observe for levee encroachments and check owners for permits
- Follow progress of all work being done and inspect and make progress reports
- Clear levee crown and slopes of fallen branches where such work is necessary.

- Repair or cause to be repaired any and all erosion problems as soon as possible.
- Remind anglers/trespassers of private properties and posted areas and request them to leave when appropriate; make arrangements to move vehicles blocking levee access. This should be done in a manner to avoid confrontation. When required, the Levee Superintendent should call for assistance from the Stockton Police Department
- Let contracts under \$5,000 for gate, lock and fence repairs within the approved budget.
- Let contracts under \$5,000 for erosion control, rock placement and similar levee protection needs within the approved budget.
- Let contracts for sign replacement or placement within the approved budget.

Permit Processing

The Levee Superintendent shall:

- Review application, meet with the requester, and conduct site inspection
- Review plans for completeness and compliance with Levee Encroachment Standards
- Discuss any issues with application with requester
- Prepare conditions of approval and explain these to requester
- Submit request to district engineer if required; present to Reclamation District 1614 Board of Directors
- Review permits with engineer for suggestions and recommendations when appropriate

Office Work Summary

The Levee Superintendent shall:

- Propose a maintenance and operation budget. In the event there is a projected increase in the operation and maintenance costs beyond those in the annual maintenance budget, the Levee Superintendent will notify the Reclamation District 1614 Trustees of the amount of the

projected increase so that the District Trustees can determine whether to approve such an increase and appropriate any additional funds, or take other appropriate actions to meet the additional facilities maintenance needs

- Fill out daily time cards completely, assigning time to job numbers
- Prepare monthly activity report for Board meetings, including monthly budget reports
- Arrange and supervise casual labor within the approved budget.
- Maintain desk and file for paperwork, permits, photos etc.
- Keep track of permits and expirations and permitted work progress
- Keep records of all contracts let and purchases made. Ensure that all contracts and purchases comply with bidding requirements and prevailing wage requirements, where applicable, in consultation with the District's attorney.
- Review contractor billings for inaccuracies/discrepancies; recommend approval of billings that are correct, submit to Board of Trustees for approval, in consultation with the District's attorney and engineer.
- Document levee work and maintenance, and preventative maintenance, with reports and photos.
- Maintain records of pump repairs and maintain a binder for pump
- Document all high water patrols and any flood fight work.
- Documentation of work, purchases, patrols and flood fighting may be accomplished by a daily log or journal.

Labor Employees

The Levee Superintendent shall:

- Schedule and supervise labor employees. All directions to labor employees shall be from the Levee Superintendent only, with suggestions from Trustees and engineers.
- Review and approve timecards completed by the individuals submitting the timecards

- Assist District Secretary with employee information necessary for record documentation
- Acknowledge that personal vehicles may be required for District work from time to time.

Miscellaneous

The Levee Superintendent shall

- Perform such other tasks as may be assigned, from time to time, by the Board of Trustees.

SECOND AMENDED AND RESTATED CONTRACT FOR SECRETARIAL SERVICES

This Contract is made as of the 4th day of March, 2019, by and between RECLAMATION DISTRICT 1614, a reclamation district organized under the laws of California ("District"), and RHONDA L. OLMO ("Secretary") and supersedes all previous contracts between the parties hereto.

1. Retention of Secretary. District hereby retains Secretary to perform the duties of Secretary and Treasurer for District, on the terms and conditions specified herein. Secretary hereby agrees to perform the duties of Secretary and Treasurer for District, on the terms and conditions specified herein.

2. Duties to be Performed. Secretary shall perform all the normal and usual duties of Secretary and Treasurer, including without limitation, those specified in the California Water Code, and shall serve as recording Secretary to District. Records of the District may be kept by the Secretary, and/or the Attorney, for the District.

3. Specific Attendance at Meetings. Secretary shall (except that Secretary retains the right, in the event of irreconcilable schedule conflicts or absences, to substitute another person as recording Secretary), attend such meetings of the Board of Trustees of District, as may be requested.

4. Term. This Contract shall commence on the date first above written, and shall continue indefinitely, except that District may terminate this Contract at any time, with or without cause, by written notice to Secretary, and shall have no liability for such termination except for services performed prior to termination. Secretary may terminate this Contract, at any time, by written notice to District at least thirty (30) days prior to termination, and shall have no liability for such termination.

5. Compensation. District shall pay Secretary for services performed, the sum of \$50.00 per hour worked, plus \$250 for each meeting in excess of one meeting per month.

6. Reimbursement. District further agrees to reimburse Secretary for out-of-pocket expenses incurred by Secretary in performing services for District, including, but not limited to, copying costs, long-distance telephone calls, and mileage at the applicable IRS rate per mile. For single expenses in excess of Two Hundred Fifty Dollars (\$250.00) District agrees to reimburse the provider thereof directly.

7. Status. Secretary is an independent contractor, and neither Secretary nor any individuals employed by Secretary is, are, or shall be an employee of District. Neither Secretary nor any individual employed by Secretary shall receive or be entitled to receive retirement or pension benefits, Public Employees Retirement System benefits, workers' compensation insurance coverage, health insurance coverage, or any other benefit from District except the compensation specified above.

8. Provision of Material. District shall provide Secretary, at District's sole cost and expense, agendas, notices, reports, and all other materials necessary to enable Secretary to carry out the duties of Secretary.

Notice. Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Contract or by law to be served on or delivered or given to a party by another party to this Contract shall be in writing, and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed or, in lieu of such personal service, two (2) days after such written notice is deposited in the United States mail, First Class,, postage pre-paid, addressed to the party at the address identified for that party in this Contract. Any party may change their address for the purpose of this Paragraph by giving written notice of such change to each other party in the manner provided in this Paragraph.

District: RECLAMATION DISTRICT 1614
c/o Daniel J. Schroeder
P.O. Box 20
Stockton, CA 95201-3020

Secretary: Rhonda L. Olmo
1758 Wawona Street
Manteca, California 95337

9. Excuse of Default. Should the performance of the obligations of any party under this Contract be prevented or delayed by act of God, war, civil insurrection, fire, flood, storm, strikes, lockouts, or by any law, regulation, or order of any federal, state, county, municipal authority, or by any other cause beyond the control of such party, such party's performance under this Contract shall be excused to the extent it is so prevented or delayed.

10. No Other Relationship Created. Except as otherwise specifically set forth in this Contract, no partnership, joint venture, employment franchise, agency, corporation, association, or other relationship is intended to have been created between or among the parties as a result of this Contract.

11. Choice of Law. This Contract shall be governed by the procedural and substantive laws of the State of California.

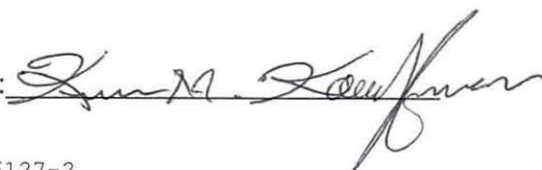
12. Renegotiation of Contract. It is specifically provided that Secretary may renegotiate this Contract, including rates for services.

"DISTRICT"

"SECRETARY"

RECLAMATION DISTRICT 1614

RHONDA L. OLMO

By: 

By: 

ITEM 14