

RECLAMATION DISTRICT NO. 1614

AGENDA FOR
SPECIAL BOARD OF TRUSTEES MEETING
9:00 A.M. AUGUST 28, 2024

3121 WEST MARCH LANE, SUITE 100
STOCKTON, CA 95219

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. **2030 Moreing Road – Bruce and Elizabeth Davies Property**: Discussion and possible action regarding fallen tree at 2030 Moreing Road, Stockton, CA 95204.
4. **Superintendent's Report**. Presentation of Superintendent's Report; request for direction.
5. **Adjournment**.

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

**AGENDA PACKET
RECLAMATION DISTRICT 1614
August 28, 2024**

<u>ITEM</u>	<u>COMMENTARY</u>
1.	Self-explanatory.
2.	Self-explanatory.
3.	Please see attached.
4.	Please see attached.
5.	Self-explanatory.

ITEM 3

August 26, 2024

ADVANCE EMAIL
KAUFFMAN & PINASCO

Reclamation District No. 1614 – Smith Tract
Board of Trustees
3121 West March Lane
Post Office Box 20
Stockton, CA 95219

Re: 2030 Moreing Road Bruce and Elizabeth Davies Property – Fallen tree

Dear Board,

I am writing this letter regarding the subject property at 2030 Moreing Road owned by the Davies. In the later part of July, Abel Palacio, RD 1614's superintendent, brought to my attention that a tree had fallen from the Davies property across Smith Canal and that it had damaged the slope of the District's levee and was blocking navigation within Smith Canal (**EXHIBIT A - Photos**). Abel indicated that he had received several calls regarding the navigational hazard, and I informed him that RD 1614 had a policy for tree removal (**EXHIBIT B – Tree Policy**) from private property that we needed to share with Davies. Abel contacted Bruce Davies regarding the issue and Bruce told Abel to deal with his son Matt since he was responsible for the property. Below is an excerpt of a message I received from Abel regarding his contact with Matt:

“After consulting with Chris Neudeck and Kevin Kauffman I was instructed by Chris to offer Mr Matthew Davies the district's policy of removing the tree at the district's cost if we get an easement signed by the legal owner. On August 7th, 2024, I made that offer to Mr Matthew Davies. He absolutely refused to sign it and told me " not a chance" he said that he would not sign a permanent easement but was willing to allow a temporary one so the work could be done. He then told me that he will not be able to get the tree removed himself for at least a year from now.”

At this point we do not have any other options other than to bring this matter to the full Board of Trustees to consider whether they feel that further action should be taken. Chapter 3 of the District's Levee Encroachment Standards specifically Section 3.02 paragraph C addresses the owner responsibility regarding vegetation on the waterside slope see below:

C. Maintenance of the vegetation will be the responsibility of the owner. Failure on the part of the permittee to maintain the vegetation in a controlled manner will result in action by RD 1614 to effect removal of the vegetation.

In May of 2014 RD 1614 constructed a \$90k Rock Slope Protection project on the Davies property. This area of levee along the Davies property was substantially damaged associated with Beaver Dens thus requiring immediate attention to assure that the levee integrity was maintained. The District



sought an easement in accordance with the District policy for placement of riprap, yet Matt Davies refused to sign the levee easement document on this occasion as well. RD 1614's Board of Trustees elected to proceed with the repair regardless of Matt's refusal to sign due to the sensitive nature of the damage caused by the beaver rodents.

The damage caused by the tree falling over this past July is not as serious as the condition of the levee at the Davies property in 2014. In 2014 RD 1614 repaired the waterside slope, that was in serious disrepair, and buried quarry stone riprap along the slope to prevent further beaver activity and erosion associated with the tidal activity of Smith Canal (**EXHIBIT C - Plans**). The fallen tree this past July has now disturbed that buried Rock Slope Protection that needs repair. This is not a critical repair as it sits today but if left alone it could develop into a more serious condition. My recommendation is that the District require the Davies to remove the tree. The slope will need to be restored and RD 1614 can require the Davies to restore the slope as well unless they decide to sign the Easement Deed.

This matter has been scheduled for a Special Board of Trustees Meeting this week where we can discuss all the above details. I look forward to further direction and assistance of Counsel Andy Pinasco in resolving this matter. If you have any further questions, please call me.

Sincerely,

KJELDEN, SINNOCK & NEUDECK, INC

Christopher H. Neudeck, PE
RD 1614 - District Engineer

w/enclosures

Fallen Tree Photos
Fallen Tree Policy
2014 Waterside Slope Restoration Plans for Davies Lot

cc: Trustees (w/encls)
Andy Pinasco (w/encls)
Abel Palacio (w/encls)

EXHIBIT A







EXHIBIT B

**RECLAMATION DISTRICT 1614
RESOLUTION 2020-04**

**RESOLUTION ESTABLISHING POLICY REGARDING REMOVAL OF
FALLEN TREES ON PRIVATE PROPERTY**

WHEREAS, the Board of Trustees (“Board”) of Reclamation District 1614 (“District”) recognizes that levee integrity is paramount to the public health, safety, and welfare; and

WHEREAS, the Board recognizes that once a tree on a levee falls, the pit created by the rootball is susceptible to erosion and will likely result in damage to the levee if it is not stabilized; and

WHEREAS, portions of the levee are located on private property (“Levee Property”); and

WHEREAS, the Board desires to establish a policy whereby the District will remove fallen tree(s) from the Levee Property in exchange for property owner granting to District an easement over the entire levee section located on the property owner’s parcel(s) affected by the tree removal (the “Levee Maintenance and Repair Easement”); and

WHEREAS, the Levee Maintenance and Repair Easement shall grant to the District certain rights for access purposes, on, over and across the real property described in the Easement to perform levee maintenance and repairs, including but not limited to, installation of riprap on the levee section located within the boundary of the Levee Maintenance and Repair Easement; and

WHEREAS, the District desires to memorialize the Easement into a document that can be recorded with the San Joaquin County Recorder;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Recitals are incorporated as set forth herein.
2. The owner of the Levee Property must submit a signed Application to Remove Fallen Trees (“Application”) to the District in the form of Exhibit A agreeing to the following:
 - a. That the District may remove all vegetation, improvements, encroachments and debris required for proper removal of the fallen tree from the Levee Property, as determined by the reasonable discretion of the District; and
 - b. That the owner will pay for extra costs incurred by the District in removal of the fallen tree that the District determines in its reasonable discretion are due


to structures or encroachments of owner, and

- c. That the owner executes a Levee Maintenance and Repair Easement in the form attached to the Application memorializing the District's Rights regarding the Levee on the owners Levee Property.
 - d. That the subject property will comply with any levee encroachment standards enacted by the District as they apply to the encroachment into the District's easement.
3. Approval of Applications shall be within the discretion of the District's Board.
 4. The consideration for removal of the fallen tree(s) from the Levee Property by the District shall be evidenced by the property owner granting to District an easement over the entire levee section located on the property owner's parcel(s) affected by the tree removal (the "Levee Maintenance and Repair Easement").
 5. Upon approval of Application the District will carry out removal of fallen tree(s) from the Levee Property in accordance with the terms set forth herein.
 6. The Levee Maintenance and Repair Easement shall grant to the District certain rights for access purposes, on, over and across the real property described in the Easement to perform levee maintenance and repairs, including but not limited to, installation of riprap on the levee section located within the boundary of the Levee Maintenance and Repair Easement.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 1614, at a regular meeting thereof, held on October 5, 2020, by the following vote:

AYES:	<u>2</u>
NOES:	<u>0</u>
ABSENT:	<u>1</u>
ABSTENTION:	<u>0</u>

RECLAMATION DISTRICT 1614
A Political Subdivision of the
State of California

By: 
PRESIDENT

ATTEST:



SECRETARY

CERTIFICATION

I, _____, Secretary of Reclamation District 1614, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District 1614 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 5th day of October, 2020.

Dated: _____, 2020

SECRETARY, Reclamation District 1614

APPLICATION TO REMOVE FALLEN TREE

1. The Applicant represents that he/she is the owner of the subject property identified below and hereby submits this application to have the District remove the fallen tree from the Reclamation District 1614's levee located on the subject property identified in this application. By signing where indicated below, I understand and agree to the following:

1. The District may remove all vegetation, improvements, encroachments and debris (hereinafter collectively "Improvements") from the Levee on the subject property identified herein in a manner approved by the District's engineer to remove the fallen tree and maintain the integrity of the levee.
2. I will pay for extra costs incurred by the District in removal of the fallen tree that the District determines in its reasonable discretion are due to structures or encroachments on my property, identified herein within 30 days receipt of notice from the District.
3. I agree to pay the District for extra costs incurred by the District associated with the removal of the Improvements that I ask the District to remove for me within 30 days receipt of notice from the District.
4. I will execute an easement ("Easement") in the form of Attachment A suitable for recording memorializing the Districts access, repair and maintenance of the levee on the subject property identified herein.
5. The subject property that is the subject of this application will comply with any levee encroachment standards enacted by the District as they apply to encroachments into the District's Easement.

2. Applicant:

<u>Name of Applicant</u>	<u>Address-Zip Code</u>	<u>Telephone Number</u>
_____		Office _____ Home _____

3. Subject Property:

Address of Real Property that is the subject of this application

Signature _____ Date _____

EXHIBIT "A"

4. Endorsement

We, the Trustees of Reclamation District 1614 at its meeting held on the _____ day of _____, 20____, hereby approve and give consent to the execution of the encroachment permit subject to the terms above and the following conditions:

- Conditions listed on this form
- Additional attached conditions.
- No conditions

Date _____

Board of Trustees,
Reclamation District 1614

EXHIBIT "A"

Conditions:

1. Comply with Reclamation District 1614 Levee Encroachment Standards.
2. Submit new application for any future encroachment within the District's levee easement.
3. _____
4. _____
5. _____
6. _____
7. _____
- _____
- _____
- _____

ATTACHMENT "A"

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO: RECLAMATION DISTRICT 1614 P.O. BOX 4807 STOCKTON, CA 95204-4807	
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SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax not applicable.
Public agency is Grantee.

Secretary, Reclamation District 1614

EASEMENT DEED

Preamble and Recitals

This Agreement is entered into on May ____, 20__ by and between [GRANTOR], hereafter collectively referred to as "Grantor," and Reclamation District 1614, hereafter referred to as "Grantee."

A. Grantor is the owner of certain real property commonly referred to as [ADDRESS] (APN XXX-XXX-XX) situated in the City of Stockton of San Joaquin County, California (hereafter referred to as the "Servient Tenement"), and more particularly described in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

B. Grantee desires to acquire certain rights in the Servient Tenement.

Grant of Easement

1. For valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee an easement, subject to the terms of this Agreement.

Character of Easement

2. The easement granted in this Agreement is in gross.

Description of Easement

3. The easement granted in this Agreement is an easement for the exclusive power to construct, maintain, operate and otherwise control reclamation works, including the maintenance, operation and control of the levees and bulkheads and other reclamation works, including the right to permit or refuse any and all private uses, including the maintenance, construction or installation of any structure or other work of improvement which is within the areas of the easement described herein, or which affects any levee, bulkhead or other reclamation work (collectively "reclamation purposes") on that portion of the artificial waterway commonly known as Smith Canal in the area described by the following boundaries: (1) bounded on the north by a line offset inland (in a northerly direction) ten feet from the toe of the levee along the north bank of said Smith Canal, located along the southerly boundary of the Servient Tenement, (2) bounded on the east by the easterly line of the Servient Tenement; (3) bounded on the west by the westerly line of the Servient Tenement, and (4) bounded on the south by the southerly boundary of the Servient Tenement; together with an easement of ingress and egress to and from such described easement, for personnel and equipment, across the remainder of the Servient Tenement; provided, however, that any private structures which exist as of the date of recordation of this easement which, in the judgment of Grantee, do not substantially adversely affect the physical integrity of the reclamation works are deemed to be permitted by Grantee; private structures which do substantially adversely affect the physical integrity of the reclamation works may be removed at the cost of the Grantee.

4. Grantee shall comply with all terms and provisions of the Reclamation District No. 1614 Levee Encroachment Standards (the "Standards") as the same now exist, or as they are hereafter from time to time amended, and with the terms and conditions of the Permits issued to Grantee by the Board or by the District. Grantee understands and agrees that non-compliance may result in revocation of the permit(s) issued by the District. Any encroachment(s) on or about the levee or the easement of the District which are not expressly permitted to be maintained by both the Standards and by valid permit(s) may be removed by the District, and Grantee hereby grants the District express permission to enter Grantee's property and easement, and to remove any such encroachment(s), if such encroachment(s) are not removed by Grantee within thirty days of notice to remove given by District to Grantee, without liability to the Grantee; provided, however, that in case of emergency, no such notice be given and entry to removal by the District may be immediate, without liability to the Grantee.

Term

5. The easement granted in this Agreement shall be perpetual.

Nonexclusive Easement

6. Except as specified herein, the easement granted in this Agreement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement, including the right to grant concurrent easements in the Servient Tenement to third parties that does not interfere unreasonably with Grantee's free use and enjoyment of the easement.

Agreement Nonassignable

7. This Agreement shall not be assigned. Any purported assignment of this Agreement or of any interest in this Agreement shall be void and of no effect.

Attorneys' Fees

8. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

9. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

Binding Effect

10. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee, except as otherwise provided in this Agreement.

****Signatures on next page****

ATTACHMENT "A"

Executed on _____, 20__.

GRANTOR

By: _____
[GRANTOR]

GRANTEE

Kevin Kauffman,
President

ATTACHMENT "A"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document/

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN)

Subscribed and sworn to (or affirmed) before me on the ____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document/

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN)

Subscribed and sworn to (or affirmed) before me on the ____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

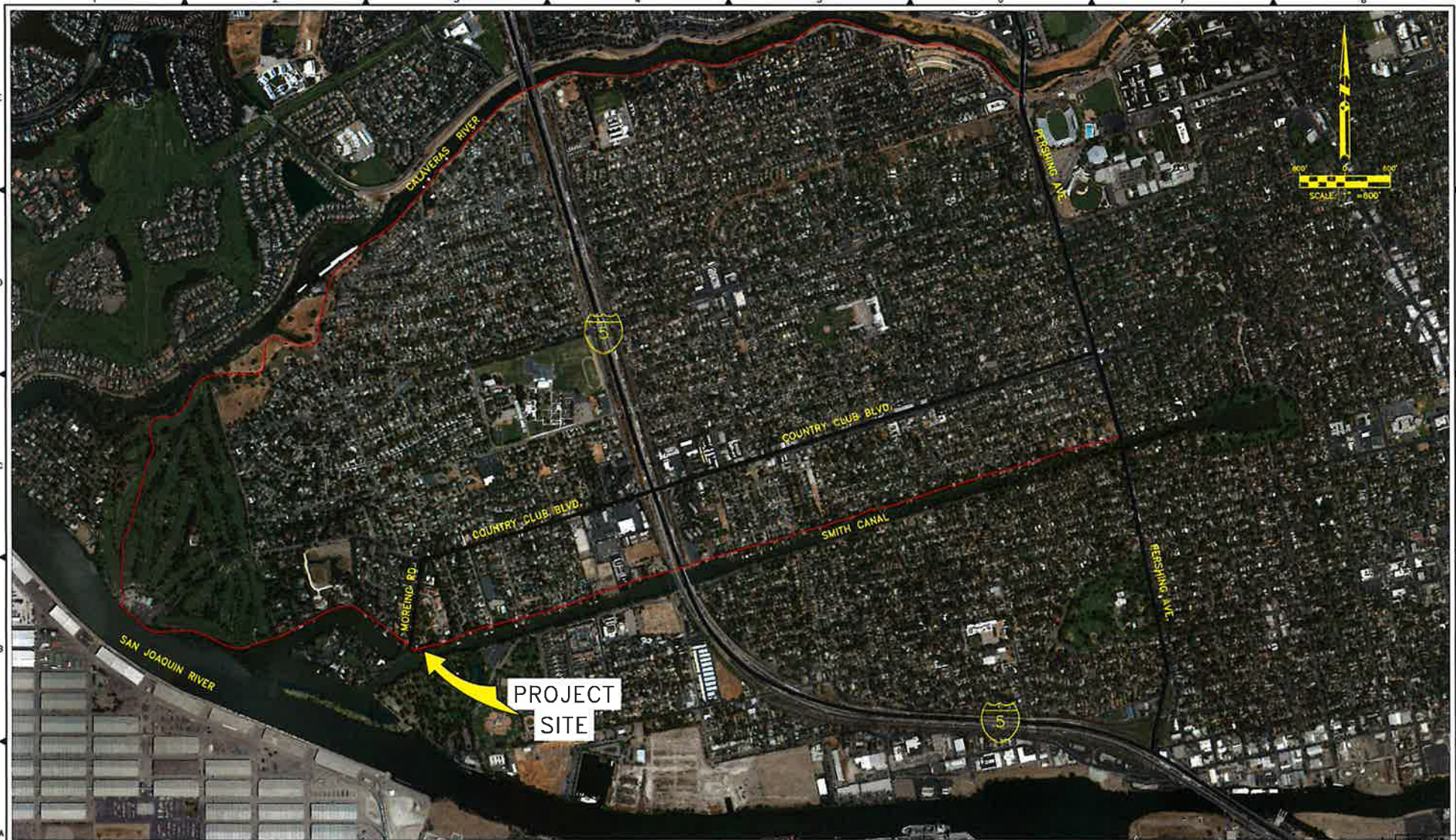
Notary Public

ATTACHMENT "A"

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT C

FILE: S:\GIS\GIS_Smith Tract\0430-2030_Moreing_Road_Divides_Property\05_Civil\SHL_BaseMap.dwg
 PLOT DATE: May 05, 2014 - 11:05am



Submittal	Date



K S N KJELSDEN
 SINNOCK
 NEUDECK
 Civil Engineers
 and Land Surveyors
 711 N. Pershing Avenue
 Stockton, CA 95203
 (209) 945-0268
 1355 Holyard Drive, Suite 180
 West Sacramento, CA 95691
 (916) 403-5900
 www.ksninc.com

RECLAMATION DISTRICT NO. 1614
 SMITH TRACT
 2030 MOREING ROAD
 WATERSIDE SLOPE RESTORATION
 BASE MAP

Revisions	Date	By	Appr. by
No. Description			

Design
 JAM
 Drawn
 JAM
 Check
 CHN

Scale
 1" = 600'
 Original Drawing Scale
 0 1/2" = 1'

Date
 MAY 2014

Sheet Number
 2 of 6

Project File No.
 0806-0430

GENERAL NOTES:

1. PRIOR TO THE COMMENCEMENT OF WORK, A JOINT INSPECTION BETWEEN THE ENGINEER OR HIS REPRESENTATIVE AND THE CONTRACTOR, OR HIS REPRESENTATIVE, WILL BE CONDUCTED TO REVIEW THE PRE-CONSTRUCTION CONDITIONS OF THE EXISTING FACILITIES IN THE VICINITY OF THE PROJECT SITE. (E.G. ROADS, PUMPS, DISCHARGE PIPES, SIPHONS, RAMPS, GATES, SIGNS, ETC.) IF SUCH EXISTING FACILITIES ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS, THE CONTRACTOR, AT HIS EXPENSE, SHALL REPAIR OR RESTORE THEM TO THE CONDITION THAT EXISTED PRIOR TO THE COMMENCEMENT OF WORK.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT (209) 948-0268, A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK.
3. THE DISTRICT RESERVES THE RIGHT TO SUSPEND CONSTRUCTION AT ANY TIME IN THE EVENT OF EXTREME HIGH OR LOW TIDES, FLOOD EVENTS, OTHER CONDITIONS OR EMERGENCIES THAT MAY JEOPARDIZE THE INTEGRITY OF THE DISTRICT'S LEVEE SYSTEM.
4. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL REQUIREMENTS, AS REQUIRED FOR TRAFFIC CONTROL AND PUBLIC SAFETY DURING PROJECT CONSTRUCTION.
5. THE DISTRICT WILL FURNISH ALL RIGHT-OF-WAYS FOR ALL LEVEE ACCESS UNDER THE DISTRICT'S JURISDICTION. THE CONTRACTOR WILL SECURE RIGHT-OF-WAYS FOR ALL OTHER AREAS NOT UNDER THE DISTRICT'S JURISDICTION.
6. THE ENGINEER WILL PROVIDE LOCATIONS OF THE DESIGNATED PROJECT REPAIR AND STOP POINTS, AND WILL PROVIDE TEMPORARY BENCHMARKS IN THE VICINITY OF THE PROJECT SITES TO BE UTILIZED BY THE CONTRACTOR FOR SETTING ROCK ELEVATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR SETTING ALL CONSTRUCTION MARKING AND SURVEYING, AS MAY BE REQUIRED FOR CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, SETTING TOP AND BOTTOM OF ROCK ELEVATIONS THROUGHOUT THE PROJECT SITES.
8. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE DISTRICT AND THE DISTRICT'S ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DISTRICT OR THE ENGINEER.
9. ANY DEFICIENCIES NOTED DURING INTERIM AND FINAL INSPECTIONS BY THE ENGINEER AND/OR DISTRICT, SHALL BE CORRECTED BY THE CONTRACTOR PRIOR TO FINAL ACCEPTANCE BY THE DISTRICT. ANY ADDITIONAL COSTS AND EXPENSES FOR MOBILIZATION AND/OR DEMOBILIZATION, LABOR, EQUIPMENT AND OTHER ASSOCIATED COSTS REQUIRED TO CORRECT THE DEFICIENCIES NOTED, EXCEPT SPECIFIED MATERIAL(S), SHALL BE BORNE BY THE CONTRACTOR.
10. THE CONTRACTOR SHALL NOT CLOSE ANY ROAD, STREET, OR HIGHWAY TO THE PUBLIC EXCEPT WITH THE PERMISSION OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY. TEMPORARY PROVISIONS SHALL BE MADE BY THE CONTRACTOR TO ENSURE CONTINUOUS ACCESS TO PUBLIC AND PRIVATE DRIVEWAYS, AND PROPER FUNCTIONING OF SEWER LINES, GUTTERS, CULVERTS, DRAINAGE AND IRRIGATION DITCHES, AND NATURAL WATER COURSES.
11. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER.
12. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THEREOF, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER AT (209) 948-0268 FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
13. THE INTENT OF THESE PLANS ARE TO SERVE AS A GUIDE AND TO PROVIDE THE CONTRACTOR WITH INFORMATION AND DETAILS NECESSARY TO CONSTRUCT THE PROJECT AND FURNISH THE NECESSARY LABOR, MATERIALS, AND EQUIPMENT TO PERFORM THE WORK IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL LOCATION OF ALL UNDERGROUND, SURFACE, OVERHEAD, AND SUBMARINE UTILITIES WHICH MAY BE AFFECTED BY THESE PLANS OR SPECIFICATIONS. IF THE PLANS DESCRIBE PORTION OF THE WORK IN GENERAL TERMS BUT DO NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

14. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DISTRICT AND THE DISTRICT'S ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DISTRICT'S ENGINEER.
15. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE OSHA REGULATIONS.
16. ALL IMPROVEMENTS TO BE DONE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THESE PLANS AND SPECIFICATIONS.
17. THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHENEVER IT APPEARS THERE IS A CHANGE IN SITE CONDITIONS OR AN ADJUSTMENT TO BE MADE IN WORK REQUIREMENTS.
18. THE CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR THE SECURITY OF HIS PLANT AND EQUIPMENT. THE DISTRICT WILL NOT TAKE ANY RESPONSIBILITY FOR MISSING OR DAMAGED EQUIPMENT, TOOLS, OR PERSONAL BELONGINGS.

ENVIRONMENTAL NOTES:

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

UTILITY NOTES:

1. THE APPROXIMATE LOCATION OF KNOWN UTILITIES, SUBMARINE CABLES SIPHONS, FERRY CABLES, DISCHARGE PIPES, ETC., ARE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASSUME NO RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF THIS INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL LOCATION OF ALL UNDERGROUND, SURFACE, OVERHEAD, AND SUBMARINE UTILITIES WHICH MAY BE AFFECTED BY THESE PLANS OR SUBJECT TO DAMAGE BY REASON OF HIS OPERATIONS.

2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES AND SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES PRIOR TO COMMENCING WORK. HE SHALL BE RESPONSIBLE FOR THE LOCATION AND PRESERVATION OF ALL UTILITIES IN THE AREA OF CONSTRUCTION, AND SHALL NOTIFY UTILITIES TWENTY-FOUR (24) HOURS IN ADVANCE OF ANY CONSTRUCTION. (UNDERGROUND SERVICE ALERT (800) 642-2444).

PERMIT COMPLIANCE NOTES:

CALIFORNIA DEPARTMENT OF FISH & GAME PERMIT

1. THE CONTRACTOR SHALL COMPLY WITH CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW) CODES APPLICABLE TO THIS TYPE OF WORK.
2. CONTRACTOR IS RESPONSIBLE FOR STRICT COMPLIANCE WITH THE CDFW PROJECT SITE AGREEMENT AND DISTRICT'S ANNUAL ROUTINE LEVEE MAINTENANCE AGREEMENT.
3. A COPY OF THE CDFW AGREEMENTS FOR THIS PROJECT WILL BE FURNISHED TO THE CONTRACTOR PRIOR TO CONSTRUCTION START.
4. THE CONTRACTOR SHALL KEEP A COPY OF THE PROJECT CDFW AGREEMENTS AVAILABLE FOR INSPECTION ON SITE AT ALL TIMES.

CLEARING & GRUBBING:

1. UNLESS OTHERWISE INDICATED, ALL WORK AREAS SHALL BE CLEARED AND GRUBBED BY THE CONTRACTOR PRIOR TO PLACEMENT OF RIPRAP.
2. USE CAUTION WHILE CLEARING AND GRUBBING AROUND POWER LINES & BURIED ELECTRICAL CABLES AND PUMPING FACILITIES.
3. ALL MATERIAL CLEARED AND REMOVED SHALL BECOME THE PROPERTY AND RESPONSIBILITY OF THE CONTRACTOR FOR REMOVAL AND DISPOSAL OFFSITE.
4. BRUSH AND DEBRIS PILE ON EAST END OF LEVEE CROWN SHALL BE REMOVED AND DISPOSED OF.

CONSTRUCTION NOTES:

1. ALL EROSION SITE AREAS TO RECEIVE QUARRY STONE RIPRAP, AND/OR FILL SHALL BE CLEARED TO THE GROUND SURFACE OF ALL VEGETATION, GROWTH AND DEBRIS, EXCEPT AS NOTED. ONLY MINOR SLOPE CLEARING AND DEBRIS REMOVAL IS ANTICIPATED PRIOR TO PLACEMENT OF MATERIAL. CLEARED MATERIALS MAY BE TEMPORARILY STOCKPILED ON THE BACKSLOPE OF THE LEVEE. UNDER NO CIRCUMSTANCES SHALL MATERIAL BE BURNED ON THE LEVEE SECTION OR DEPOSED OF BY DUMPING IT INTO THE WATERWAYS. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY FLAMMABLE MATERIALS OFF THE PROJECT.
2. UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE PLANS, THE EMBANKMENT SLOPES SHALL BE CONSTRUCTED FROM MATERIALS SPECIFIED IN ORDER TO END UP WITH A NEAT AND UNIFORM SLOPE SECTION TO A MINIMUM OF 2 HORIZONTAL TO 1 VERTICAL (2:1).
3. ANY EXCAVATION OR EMBANKMENT FILL SECTIONS REQUIRED SHALL BE BALANCED IN ORDER TO END UP WITH THE MINIMUM SLOPE SECTION.
4. MATERIAL SHALL BE PLACED IN A SYSTEMATIC MANNER WITH PLACEMENT BEGINNING AT THE BASE OF THE EMBANKMENT SLOPES AND BROUGHT TO A MINIMUM DESIGN SLOPE SECTION AS SHOWN.
5. ALL QUARRY STONE RIPRAP SHALL BE PLACED UNIFORMLY ON PREPARED LEVEE SLOPES, AND KEYED INTO THE LEVEE SECTION, LEVEE TOE OR WATERSIDE BENCH, AND INTO ANY PREVIOUSLY PLACED QUARRY STONE RIPRAP, UNLESS OTHERWISE DIRECTED.
6. NEW QUARRY STONE RIPRAP TO BE PLACED ON WATERSIDE SLOPE SHOULD NOT EXTEND BELOW MHW ELEVATION 5.5'.
7. QUARRY STONE RIPRAP SHALL BE PLACED SYSTEMATICALLY BEGINNING AT THE BASE OF THE PREPARED EMBANKMENT SLOPES TO THE LINES AND GRADES SHOWN ON THE PLANS.
8. BUCKET TAMPING OF THE STONE ABOVE THE WATER SHALL BE REQUIRED TO SET THE NEW STONE PROTECTION IN PLACE AND TO ACHIEVE THE REQUIRED SLOPE AND TOLERANCE OF PLUS 2 INCHES TO MINUS 1 INCH WILL BE ALLOWED FROM THE THICKNESS SHOWN ON THE PLANS.

9. BUCKET TAMPING OF THE QUARRY STONE RIPRAP WILL BE PERFORMED IN A MANNER NOT TO DEGRADE THE STONE PLACED.
10. REARRANGING OF INDIVIDUAL STONES BY MECHANICAL EQUIPMENT OR HAND MAY BE REQUIRED TO THE EXTENT NECESSARY TO OBTAIN A REASONABLY WELL DRADED DISTRIBUTION OF STONE SIZES TO PROVIDE A FINISHED SURFACE FREE OF PROTRUDING STONES.
11. DUE TO VARIATIONS IN SLOPE LENGTH, THE APPLICATION RATE OF ANY FILL AND QUARRY STONE RIPRAP MAY VARY BETWEEN STATIONS.
12. WATERSIDE LEVEE SLOPE SECTIONS REQUIRING SPOT REPAIRS OR RESTORATION, WILL REQUIRE EXTREME CARE DURING PLACEMENT TO SUPPLEMENT ONLY THOSE AREAS REQUIRING REPAIRS, AS DESIGNATED BY THE ENGINEER.
13. DESIGNATED REPAIR SITE ADJUSTMENTS MAY BE REQUIRED BY THE ENGINEER PRIOR TO OR DURING QUARRY STONE RIPRAP PLACEMENT, OR AS OTHERWISE DIRECTED.
14. ACTUAL FIELD CONDITIONS WILL VARY IN TYPE OF REPAIRS REQUIRED. THE ENGINEER AND CONTRACTOR ARE RESPONSIBLE FOR VERIFYING ACTUAL CONDITIONS AND TYPE OF REPAIRS REQUIRED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
15. EXTREME CARE MUST BE USED WHILE WORKING AROUND OR NEAR ANY LEVEE STRUCTURES; E.G. SIPHONS, DISCHARGE PIPES, PUMPS, ETC.
16. FOR THE PURPOSE OF THESE PLANS, THE TERM "EMBANKMENT" INCLUDES ALL THE EXCAVATION AND FILL PORTIONS AS MAY BE DESIGNATED ON THE PLANS AND REQUIRED AS A RESULT OF THE LEVEE WATERSIDE SLOPING OPERATIONS.

DUST AND MUD CONTROL:

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

ACCESS ROADS:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS ALONG THE ACCESS ROADS AT ALL TIMES DURING CONSTRUCTION, ANY DAMAGE TO THE ACCESS ROADS, ACCESS RAMPS, AND YARD AREAS SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
2. IF DELIVERING MATERIAL OR EQUIPMENT BY TRUCK, ALL TRUCK TRAFFIC SHALL BE LIMITED TO THE ACCESS ROADS, UNLESS OTHERWISE APPROVED.
3. MAXIMUM SPEED LIMIT ON THE ACCESS ROADS IS AS POSTED.
4. THE CONTRACTOR SHALL IMPROVE, MAINTAIN, AND REPAIR UPON COMPLETION, THE DISTRICT ACCESS RAMPS AND ROADS AS REQUIRED FOR TRANSPORTATION AND HAULING MATERIAL TO THE REPAIR AREAS.
5. THE CONTRACTOR SHALL REVIEW THE ACCESS ROADS AND DETERMINE THE LOCATION FOR TURNOUTS, RAMPS, ROAD DRAINAGE, ALIGNMENT, ETC. UPON COMPLETION OF THE PROJECT, SOME PORTIONS OF THE ACCESS ROADS MAY REQUIRE MINOR MODIFICATIONS AND ALTERATIONS. THE ACCESS ROADS WHICH REMAIN SHALL BE LEFT IN GOOD CONDITION FOR THE DISTRICT AND OTHER LOCAL TRAFFIC.

6. THE DESIGNATED ACCESS ROADS FOR THIS PROJECT MAY REQUIRE THE CONTRACTOR TO MODIFY AND REWORK THE GRADING OF THE EXISTING ROADS TO MEET THE CONTRACTOR'S HAULING AND ROAD DRAINAGE REQUIREMENTS.
7. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MAKING ANY NECESSARY IMPROVEMENTS, MODIFICATIONS, AND ALTERATIONS TO MEET HIS REQUIREMENTS AND FOR THE MAINTENANCE.
8. THE CONTRACTOR'S EQUIPMENT SHALL BE RESTRICTED TO OPERATE ONLY ON THOSE ROADS AND WITHIN THOSE SPECIFIED WORK AREAS INDICATED ON THE PLANS UNLESS OTHERWISE APPROVED BY THE ENGINEER, DISTRICT, AND LANDOWNERS.
9. THE CONTRACTOR SHALL EXTEND, STRENGTHEN, REPLACE, OR OTHERWISE MODIFY THE EXISTING CROSSINGS (E.G. CULVERTS, SIPHONS, DRAIN PIPES, IRRIGATION PIPES, PUMP DISCHARGE PIPES, WET SPOTS, ETC.) AS NECESSARY TO ACCOMMODATE HIS EQUIPMENT. THE CONTRACTOR SHALL PROVIDE WHATEVER MEASURES ARE NECESSARY TO PRESERVE, PROTECT, AND MAINTAIN THE CROSSINGS SO AS TO ENSURE CONTINUOUS AND UNINTERRUPTED CONSTRUCTION OPERATIONS DURING THE ENTIRE TERM OF THIS CONTRACT.
10. THE ACCESS ROADS MAY REQUIRE TEMPORARY IRRIGATION OR DISCHARGE PIPE EXTENSIONS AND RAMPING DURING CONSTRUCTION OPERATIONS. TEMPORARY EXTENSIONS AND RAMPING WILL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AT HIS EXPENSE, INCLUDING REMOVAL IF REQUIRED, IN A MANNER WHICH MEETS WITH THE APPROVAL OF THE ENGINEER AND THE LANDOWNERS.
11. NEITHER THE DISTRICT NOR THE ENGINEER MAKE ANY WARRANTY OR GUARANTEE AS TO THE ADEQUACY OF THE EXISTING NATIVE VEGETATION SURROUNDING THE CONSTRUCTION TRAFFIC ON THE ACCESS ROADS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MAKING THE NECESSARY IMPROVEMENTS AND PROVIDING THE NECESSARY MEASURES REQUIRED TO ACCOMMODATE HIS ANTICIPATED NEEDS.
12. ACCESS TO THE PROPERTY IS THROUGH THE DOUBLE CHAIN LINK GATE AT THE NORTH END OF THE PROPERTY.
13. THE CONTRACTOR SHALL SECURE ALL OTHER ACCESS ROAD EASEMENTS AS MAY BE REQUIRED WITH THE INDIVIDUAL PROPERTY OWNER FOR ALL NON-DISTRICT AND/OR PUBLIC ACCESS ROADS AND AS DESCRIBED IN SPECIAL PROVISIONS, SECTION 1.12, "TRAFFIC CONTROL & RIGHT-OF-WAY."
14. THE CONTRACTOR SHALL BE RESTRICTED TO THE USE OF HIGHWAY LEGAL SIZED TRUCKS AND TRAILERS AND OTHER EQUIPMENT OPERATIONS OVER THE DESIGNATED ACCESS ROADS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

SPECIAL NOTES:

1. THE NOTES PLACED ON THIS PLAN SHEET ARE TO BE USED AS A GUIDE FOR VARIOUS TOPICS DESCRIBED. SPECIFIC DETAILS AND FURTHER EXPLANATIONS OF THE VARIOUS NOTES ARE DESCRIBED AT LENGTH IN THE SPECIFICATIONS AND WITHIN THESE PLANS.
2. LANDSIDE MECHANICAL EQUIPMENT (BACKHOE, EXCAVATOR, DRAGLINE, ETC.) IS REQUIRED TO OBTAIN A WELL GRADED AND UNIFORM SLOPE AND KEYWAY, AND TO REARRANGE EXISTING SLOPE PROTECTION PRIOR TO PLACEMENT OF NEW QUARRY STONE RIPRAP UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
3. WATERSIDE LEVEE SLOPES SHALL BE PREPARED FROM THE TOP OF LEVEE CROWN PRIOR TO RIPRAP PLACEMENT.
4. SLOPE PREPARATION BY BARGE MOUNTED EQUIPMENT IS NOT ALLOWED.
5. LARGE STOCKPILES OF QUARRY STONE RIPRAP ON THE LEVEE CROWN FOR REMANUFLING AND SLOPE PLACEMENT WILL NOT BE PERMITTED.
6. THE DISTRICT RESERVES THE RIGHT TO MAKE FIELD, SITE, AND QUANTITY ADJUSTMENTS AS NECESSARY.
7. CONCRETE WALKWAY AT THE PUMP STATION SHALL BE REMOVED, DISPOSED OF, AND REPLACED.
8. NOTE BURIED ELECTRICAL, WATER, AND IRRIGATION LINES NEAR PUMP STATION. CONTRACTOR IS RESPONSIBLE FOR THE REPAIR IF ANY BURIED LINES ARE DAMAGED.

AGENCY CONTACTS:

RD 1614 - MAX CALLEGOS, (209) 992-2897

FILE: S:\FCG-PA\080_Smith Tract\0430-2030_Moreing_Rest_District_Property\05_Civil\SHL_Notes.dwg PLOT DATE: May 06, 2014 - 4:12pm

Submital	Date

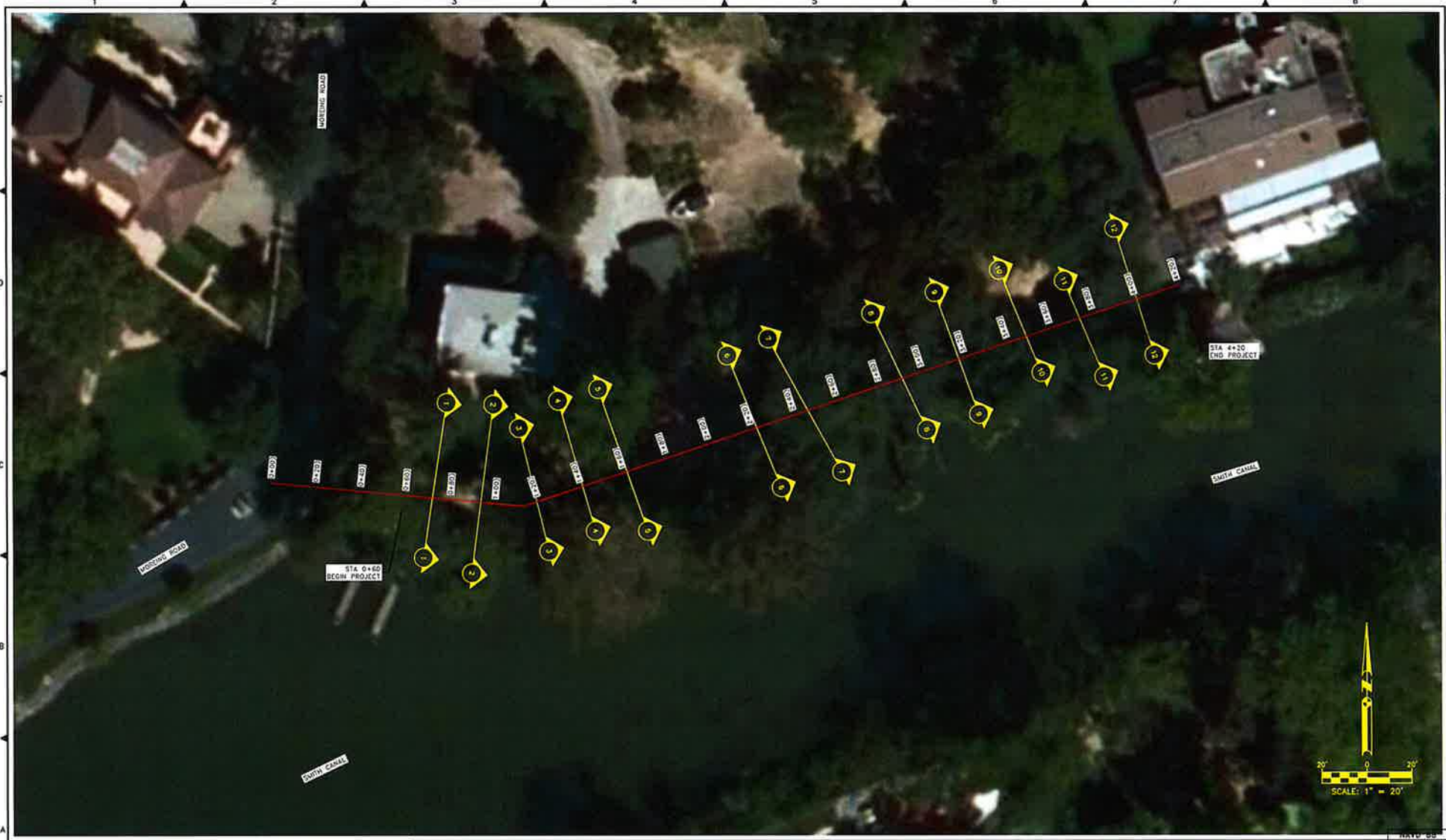


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**RECLAMATION DISTRICT NO. 1614
 SMITH TRACT
 2030 MOREING ROAD
 WATERSIDE SLOPE RESTORATION
 CONSTRUCTION NOTES**

Revisions		Date	By	Appr. by	Design	Scale	Date
No.	Description				JAM	N.T.S.	MAY 2014
					JAM	Original Drawing Scale	3 of 6
					CHN	0 1/2" = 1'	Project File No. 0805-0430

FILE: S:\0806_Smith Tract\0430-2030_Moreing_Road_Drives_Property\05_Civil\SHU_Plan.dwg
 PLOT DATE: May 05, 2014 -- 11:18am



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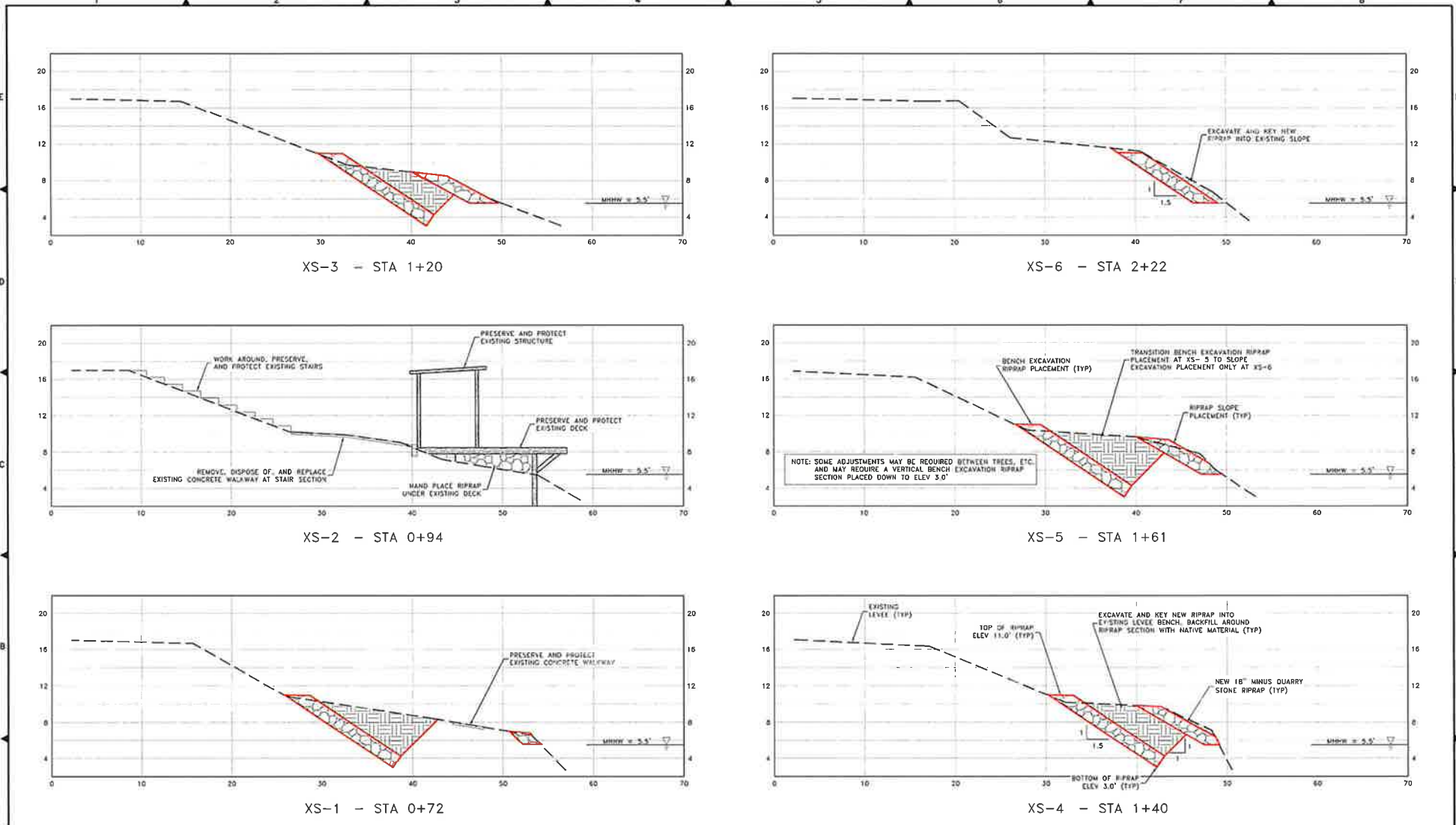
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RECLAMATION DISTRICT NO. 1614
 SMITH TRACT
 2030 MOREING ROAD
**WATERSIDE SLOPE RESTORATION
 SITE MAP**

Revisions	No.	Description	Date	By	Appr'd By

Design JAM	Scale 1" = 20'	Date MAY 2014
Drawn JAM	Original Drawing Scale 0 1/2" = 1"	Sheet Number 4 of 6
Check CHN	Project File No. 0806-0430	

FILE SPEC: P:\0806-Smith Tract\0430-2030_Moreing_Road_Devele_Property\A-Civil\SHL_XS.dwg
 PLOT DATE: May 06, 2014 - 4:20pm



Submittal	Date

KSN
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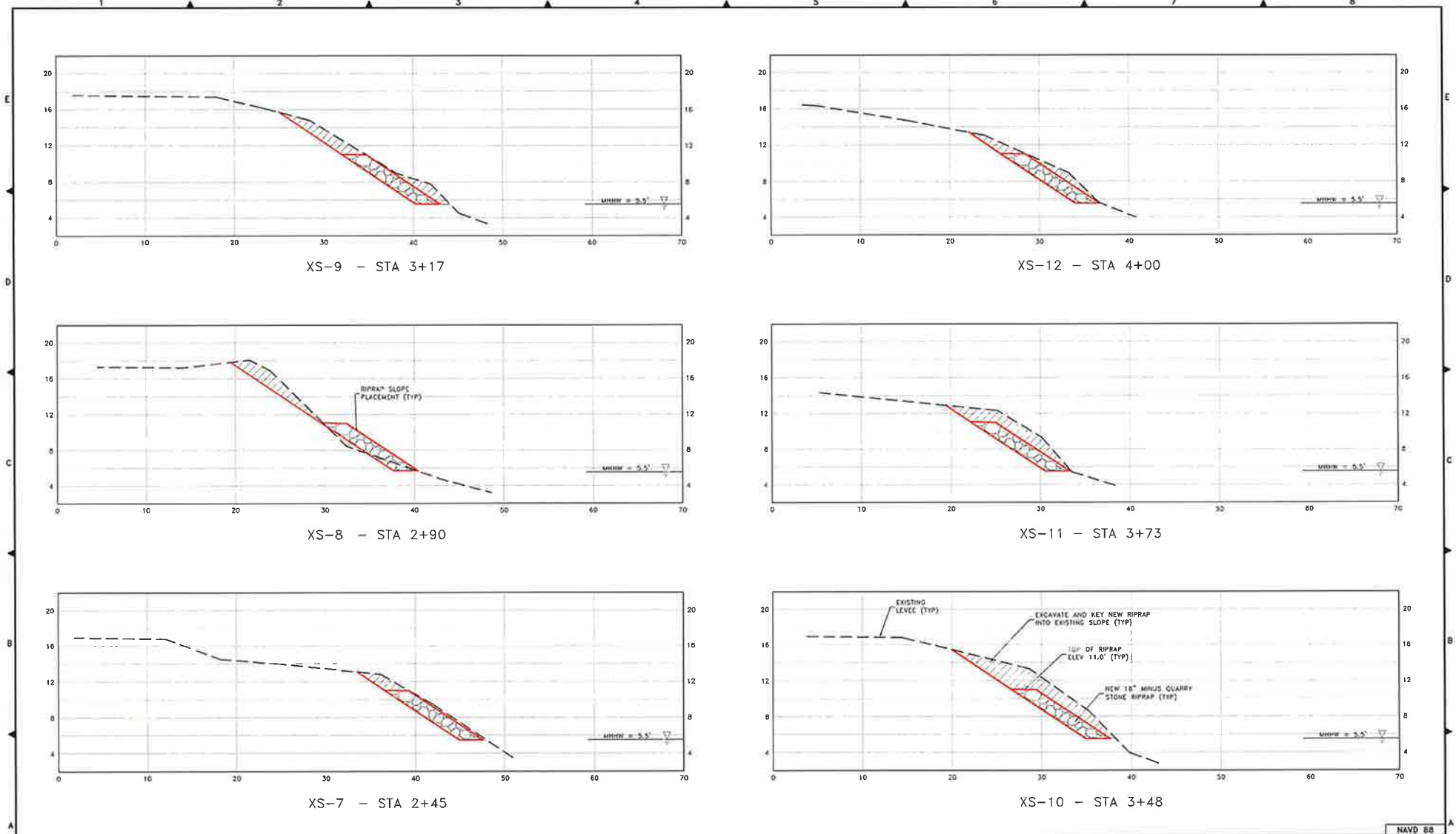
RECLAMATION DISTRICT NO. 1614
 SMITH TRACT
 2030 MOREING ROAD
 WATERSIDE SLOPE RESTORATION
 CROSS SECTIONS

Revisions				
No.	Description	Date	By	Appr. By

Design: JAM
 Drawn: JAM
 Check: CHN
 Scale: H: 1"=10'
 V: 1"=10'
 Original Drawing Scale: 0 1/2" = 1"
 Date: MAY 2014
 Sheet Number: 5 of 6
 Project File No.: 0806-0430

NAVD 88

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 PLOT DATE: May 05, 2014 10:57am



Submittal	
%	Date



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RECLAMATION DISTRICT NO. 1614
 SMITH TRACT
 2030 MOREING ROAD
**WATERSIDE SLOPE RESTORATION
 CROSS SECTIONS**

Revisions			
No.	Description	Date	By / Approved By

Design JAM	Scale H: 1"=10' V: 1"=10'	Date MAY 2014
Drawn JAM		Sheet Number 6 of 6
Check CHN	Original Drawing Scale 0 1/2" = 1"	Project File No. 0806-0430

NAVD 88

ITEM 4

Reclamation District 1614 Monthly Waterside Inspection Report

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

Inspection conducted: Thursday, August 22, 2024 at 8:00am –11:30am. Low tide occurred at 3:19pm (0.08 feet) and high tide occurred at 8:12am (4.03 feet). The following points of interest were observed during the inspection:

Photos of Smith Tract



Another tree fell into Smith Canal near its mouth and has blocked two-thirds of the channel width. The large Eucalyptus Tree fell from the property of Bruce & Elizabeth Davies of 2030 Moering Ct. (photo taken at high tide).

