

BOARD OF DIRECTORS

<u>City of Stockton</u> Kimberly Warmesley Dan Wright Alt. Michael Blower	<u>Public Member</u> Steve DeBrum	<u>San Joaquin County/SJCFCWCD*</u> Paul Canepa, Vice-Chair Tom Patti Alt. Robert Rickman
<u>City of Manteca</u> Gary Singh Charlie Halford Alt. Mike Morowit	<u>Executive Director</u> Chris Elias	<u>City of Lathrop</u> Paul Akinjo, Chair Diane Lazard Alt. Jennifer Torres-O'Callaghan
*San Joaquin County Flood Control and Water Conservation District		

BOARD MEETING
San Joaquin Council of Governments
Board Conference Room
555 E Weber Ave, Stockton, CA
THURSDAY, MAY 16, 2024, 10:00 A.M.

1. CALL TO ORDER / ROLL CALL

2. PLEDGE TO FLAG

3. PUBLIC COMMENTS

4. CONSENT ITEMS

4.1) Approve Minutes from April 18, 2024, Board Meeting

5. NEW BUSINESS

5.1) Public Hearing to approve the Annual Engineer's Report for the Operations & Maintenance (O&M) for the Flood Protection Restoration Assessment District, and order the levy and collection of O&M Assessments within the District for Fiscal Year 2024/2025

5.2) Approve Term Sheet for purchase of excess federal credits from the Sutter Butte Flood Control Agency by the San Joaquin Area Flood Control Agency

5.3) Authorization to execute irrigation agreement and right-to-enter and construct improvements between Elmwood Partners LP and San Joaquin Area Flood Control Agency for staging area in support of the Lower San Joaquin River Reach TS30L levee improvement

5.4) Authorize the Executive Director to negotiate and execute Amendment No. 6 to the consultant services agreement with Bender Rosenthal Incorporated (BRI) for land acquisition of mitigation parcels identified in the compensatory mitigation plan for the San Joaquin River Basin, Lower San Joaquin River, California Project

6. BRIEFINGS

6.1) Relocation of Agency – Deferred from April

6.2) Mossdale Tract Assessment District Oral Update

7. ORAL REPORT FROM EXECUTIVE DIRECTOR

7.1) Spring advocacy trip to Washington, D.C.- Deferred from April

6. BOARD QUESTIONS, COMMENTS, ACTIONS

7. COUNSEL REPORT

8. CLOSED SESSION

- 8.1) ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2):
One Case (Shimmick Construction Company, Inc.)

9. OPEN SESSION

10. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Board's office at (209) 937-7900 or (209) 937-7115 (fax). Requests must be made one full business day before the start of the meeting.

Agenda Item 4.1

**MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF APRIL 18, 2024**

STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 9:00 AM

Roll Call

Present:

Director Akinjo

Director Canepa

Director DeBrum

Director Halford

Director Lazard

Director Warmsley

Alt. Director Blower

Alt. Director Morowit

Absent:

Director Singh

Director Wright

Director Patti

2. PLEDGE TO FLAG 9:01 AM

3. PUBLIC COMMENTS 9:01 AM

- None.

4. CONSENT ITEMS 9:03 AM

4.1) Approve Minutes from March 21, 2024, Board Meeting

PUBLIC COMMENT: None.

Motion: Approve Minutes from March 21, 2024, Board Meeting

Moved by: Director Halford, Seconded by Director DeBrum

Vote: Motion carried 8-0

Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Warmsley, Alt Director Blower, Alt Director Morowit

Absent: Director Patti, Director Singh, Director Wright

5. NEW BUSINESS 9:04 AM

5.1) Adoption of Resolutions regarding formation of the proposed Mossdale Tract Overlay Assessment District

PUBLIC COMMENT: None

Motion: Adoption of Resolutions regarding formation of the proposed Mossdale Tract Overlay Assessment District
Moved by: Director Canepa, Seconded by Director Halford
Vote: Motion carried 8-0
Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Warmesley, Alt Director Blower, Alt Director Morowit
Absent: Director Patti, Director Singh, Director Wright

5.2) Authorize Executive Director to execute Consultant Services Agreement for the Mossdale Tract Urban Flood Risk Reduction Project and Lathrop-Manteca Federal Study

PUBLIC COMMENT: None.

Motion: Authorize Executive Director to execute Consultant Services Agreement for the Mossdale Tract Urban Flood Risk Reduction Project and Lathrop-Manteca Federal Study
Moved by: Director DeBrum, Seconded by Director Halford
Vote: Motion carried 8-0
Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Warmesley, Alt Director Blower, Alt Director Morowit
Absent: Director Patti, Director Singh, Director Wright

5.3) Execute agreements for Consulting Services on the Paradise Cut Bypass Expansion and Multi-Benefit Project

PUBLIC COMMENT: None.

Motion: Execute agreements for Consulting Services on the Paradise Cut Bypass Expansion and Multi-Benefit Project
Moved by: Director Morowit, Seconded by Director Warmesley
Vote: Motion carried 8-0
Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Warmesley, Alt Director Blower, Alt Director Morowit
Absent: Director Patti, Director Singh, Director Wright

5.4) Resolution to authorize the Executive Director to negotiate and execute Amendment No. 5 to the Consultant Services Agreement with Bender Rosenthal Incorporated (BRI) for the Lower San Joaquin River Reach TS30L levee improvement, San Joaquin County, California Project to provide right-of-way and survey support services

PUBLIC COMMENT: None.

Motion: Resolution to authorize the Executive Director to negotiate and execute Amendment No. 5 to the Consultant Services Agreement with Bender Rosenthal Incorporated (BRI) for the Lower San Joaquin River Reach TS30L levee improvement, San Joaquin County, California Project to provide right-of-way and survey support services

Moved by: Director DeBrum, Seconded by Director Blower

Vote: Motion carried 8-0

Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Warmsley, Alt Director Blower, Alt Director Morowit

Absent: Director Patti, Director Singh, Director Wright

6. BRIEFINGS 9:40 AM – Deferred until next month.

6.1) Relocation of Agency

7. ORAL REPORT FROM EXECUTIVE DIRECTOR 9:40 AM – Deferred until next month.

7.1) Spring advocacy trip to Washington, D.C.

8. BOARD QUESTIONS, COMMENTS, ACTIONS 9:42 AM

- None.

9. COUNSEL REPORT 9:45 AM

Update on SB 586. The Assembly passed the Senate Bill, and it is now before the Senate, and then on to the Governor's office.

10. CLOSED SESSION 9:32 AM

10.1) ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2): One Case (Shimmick Construction Company, Inc.)

10.2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code Section 54956.9 (d)(2))

PUBLIC COMMENT: None.

Returned from Closed Session: **9:45 AM**

Report Out: No reportable actions.

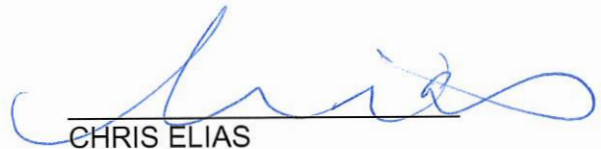
11. OPEN SESSION

No reportable actions from closed session.

12. ADJOURNMENT 9:48 AM

The meeting adjourned at 9:48 AM. The next meeting is scheduled for May 16, 2024.

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CHRIS ELIAS
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

April 18, 2024, SJAFCA Meeting Minutes

Agenda Item 5.1

May 16, 2024

TO: Board of Directors

FROM: Chris Elias, Executive Director

SUBJECT: **PUBLIC HEARING TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE OPERATIONS AND MAINTENANCE (O&M) FOR THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND COLLECTION OF O&M ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2024/2025**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency conduct a public hearing and adopt a resolution to approve the Annual Engineer's Report for the operations and maintenance for the Flood Protection Restoration Assessment District and order the levy and collection of operations and maintenance assessments within the Flood Protection Restoration Assessment District for fiscal year 2024/2025.

DISCUSSION

Background

By approving the formation of the Flood Protection Restoration Assessment District 96-1 (AD 96-1) on February 28, 1996, the Board also approved the levying of annual Operations and Maintenance (O&M) assessments to provide for the maintenance of levee improvements and detention basins constructed by SJAFCA. Each year, the Board must approve the O&M budget for the upcoming fiscal year (FY) and approve the levying of assessments as provided for in the Annual Engineer's Report for AD 96-1/Reassessment and Refunding of 2002. The annual O&M budget report was filed and available for public review on May 1, 2024. A notice of the public hearing was published in The Record on April 30, 2024.

The maintenance of SJAFCA improvements is performed by the San Joaquin County Flood Control and Water Conservation District (District) under the O&M agreement approved by the SJAFCA Board on April 1, 1998, and the San Joaquin County Board of Supervisors on April 14, 1998. The Aquatic Weed Control Program (AWCP) in Five Mile Slough, a component of the O&M activities, has been contracted out since its implementation except for fiscal years 16/17 and 17/18 when the District performed this work.

The AWCP in Five Mile Slough was implemented in 2002 to remove water hyacinth blooms (invasive species) from the slough because the blooms impede full inspection of the levees making it difficult, or nearly impossible in some cases, to identify burrowing holes and eroded areas. When the AWCP was first adopted, an aquatic spray program was implemented which requires regulatory permits and continuous monitoring and reporting activities to satisfy the permit conditions of the regulatory agencies. The Agency ceased its spray program prior to 2006 and after several recent years of costly mechanical removal, the Agency re-started an aquatic spray program in Fall of 2019. The implementation of aquatic spray will significantly reduce the cost of the AWCP in this slough.

PUBLIC HEARING TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE OPERATIONS AND MAINTENANCE (O&M) FOR THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND COLLECTION OF O&M ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2024/2025

(Page 2)

On March 19, 2020, staff reported to the Board that because of the timing in obtaining regulatory approvals for the use of aquatic spray to control hyacinth blooms in the slough, dense conditions returned, and it was necessary to mechanically remove the nuisance growth. The removal of aquatic vegetation has since been completed and was done under the approved budget request. Continued spraying has been put in place to curb any regrowth of the invasive plants in the project area.

The proposed O&M budget covers expected costs for materials, equipment, consultants, contractors, personnel, and administration. These costs include channel maintenance such as levee inspection, erosion repair, weed and rodent control, herbicide spraying, graffiti removal from floodwalls and other structures, maintenance of detention basin no. 1 pumps, maintenance of levee patrol and access roads, Five Mile Slough AWCP, annual administration, consultant charges to prepare the Engineer's and Annual Levy reports, and charges by the San Joaquin County Auditor for including the assessment on the annual tax roll. The budget also includes annual allowances for items that are expected to occur over the life of the improvements, but not every year (i.e., floodwall replacement, bridge flood proofing repair, levee patrols, repair levee improvements damaged by floods, etc.).

O&M proceeds are set aside annually as follows:

- i) Floodwall replacement fund: This fund accumulates the proceeds (without interest) that are set aside annually for the future replacement of the floodwalls. Any interest generated in this fund is accumulated in the O&M surplus fund. As of March 31, 2024, the amount accumulated in this fund is \$950,000.
- ii) O&M reserve fund: This fund is primarily used to replace and repair levee improvements damaged by flooding and to provide patrols during high water events. With the exception of funds set aside for floodwall replacement, all unexpended funds in the O&M budget are accumulated in the reserve fund. As of March 31, 2024, the amount accumulated in the reserve fund is approximately \$5.4 million. This includes interest generated by the floodwall replacement fund.

To apportion the costs of the O&M activities to those parcels which benefit, a method of assigning Maintenance Benefit Unit(s) (MBU) was developed. MBU are assigned to each parcel based upon the relative benefits the property receives from the SJAFCA project. For example, a typical single-family residence is rated at 1.25 MBU, while a grocery store on one acre is rated at 12.30 MBU. The cost per MBU is established each year by dividing the annual O&M budget by the total number of MBU in the SJAFCA assessment district.

The annual assessment rate approved each year may not exceed the adjusted theoretical maximum assessment of \$3.59 per MBU adjusted for annual inflation equal to the National Consumer Price Index. This base rate of \$3.59 was established by dividing the original O&M budget of \$450,000 by the total number of MBU in fiscal year 1996 (125,474 MBU).

Present Situation

The District submitted their proposed O&M budget to SJAFCA for FY 24/25 (Attachment 1).

AGENDA ITEM 5.1

PUBLIC HEARING TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE OPERATIONS AND MAINTENANCE (O&M) FOR THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND COLLECTION OF O&M ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2024/2025

(Page 3)

This proposal does not include aquatic weed removal costs because this work is contracted out. The District's request of \$985,000 reflects the absolute minimum amount of requested resources to adequately maintain the flood protection facilities. The District's expenditure for the past few years has been less than budgeted and this is mainly due to dry conditions which has allowed the District to reduce costs associated with high water events. It should also be mentioned that major repair costs which occurred in 2017 were paid for by the Army Corps of Engineers under PL-84-99.

Like prior years, budgeted maintenance costs continue to exceed revenue from the annual O&M assessments. The District and Agency staff plan to continue to work together towards a solution to remedy the shortfall of resources to adequately maintain facilities.

The proposed O&M budget for FY 24/25 is \$1,352,900 and covers all the anticipated materials, equipment, consultants, contractors, personnel, and administration (see detail in the attached Engineer's Report, pages 6 and 7, Attachment 2). The FY 24/25 budget does not include funds for floodwall replacement. Previous amounts set aside for the floodwall replacement fund averaged \$44,000 annually. This capital outlay is omitted to reduce the amount appropriated from reserves to cover annual maintenance expenses.

The proposed budget utilizes the maximum assessment rate allowed for FY 24/25. The maximum assessment rate allowed has been used for the last several years. The maximum assessment rate for FY 24/25 is equal to the base rate of \$7.15 adjusted for annual inflation equal to the National Consumer Price Index (CPI). The CPI for FY 24/25 is 3.1%, therefore, the maximum assessment rate is \$7.37 ($\7.15×1.031).

Applying the maximum assessment rate of \$7.37 to the estimated 154,733.71 MBU, will yield \$1,139,345 in O&M revenue. This revenue falls short of meeting the operating costs in the proposed \$1,352,900 O&M budget. Therefore, an appropriation in the amount of \$213,555 ($\$1,352,900 - \$1,139,345$) from the O&M reserve fund is needed to cover the proposed expenses in the FY 24/25 budget.

It is also requested that the Board approve a \$100,000 appropriation from the O&M reserve fund to authorize the Executive Director to use these funds (up to \$100,000) to promptly deal with emergencies, or to authorize additional work needed, but not included in the O&M budget. Any unused portion of appropriations are returned to the O&M reserve fund at the end of each fiscal year.

In summary, the FY 24/25 O&M budget includes two appropriation requests:

- 1) A one-time \$213,555 appropriation from the O&M reserve fund to cover operating costs in the proposed budget.
- 2) A \$100,000 appropriation from the O&M reserve fund authorizing the Executive Director to use these funds (up to \$100,000) to promptly deal with emergencies, or to authorize additional work needed, but not included in the O&M budget.

PUBLIC HEARING TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE OPERATIONS AND MAINTENANCE (O&M) FOR THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND COLLECTION OF O&M ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2024/2025

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These appropriations will not affect the proposed FY 24/25 assessment rate. There are sufficient funds in the O&M reserve to cover these appropriations (as of March 31, 2024, there is approximately \$5.4 million in reserve). The following table displays a partial history of the annual assessment rates (theoretical maximum rate allowed and actual assessed) and some typical annual O&M assessments:

HISTORY OF THE ANNUAL SJAFCA O&M ASSESSMENTS								
PROPERTY TYPE	FISCAL YEAR							
	1996/97	2000/01	2004/05	2008/09	2012/13	2016/17	2022/23	2024/20245
Theoretical Maximum Base Rate allowed	\$3.59	\$3.99	\$4.42	\$5.03	\$5.40	\$5.65	\$6.72	\$7.37
Actual Base Rate assessed	\$3.59	\$3.54	\$3.95	\$5.03	\$5.40	\$5.65	\$6.72	\$7.37
Single Family Home between 1000 and 2000 sf (1.25 MBU)	\$4.49	\$4.43	\$4.94	\$6.29	\$6.75	\$7.06	\$8.40	\$9.21
Grocery Store on 1 acre parcel (12.30 MBU)	\$44.16	\$43.54	\$48.59	\$61.87	\$66.42	\$69.50	\$82.66	\$90.65
Office Building on 2-acre parcel (18.375 MBU)	\$65.97	\$65.05	\$72.58	\$92.43	\$99.23	\$103.82	\$123.48	\$135.42

By adopting the proposed resolution at the conclusion of the public hearing, the Board will approve the Annual Report for the Flood Protection Restoration Assessment District and order the levy and collection of annual O&M assessments for FY 24/25.

PREPARED BY: Juan Neira

APPROVED:

CHRIS ELIAS

EXECUTIVE DIRECTOR

CE:JN:lr

Attachments:

1. San Joaquin County Public Works Department Proposed FY 24/25 O&M budget.
2. 2024/2025 Engineer's Annual Report – Prepared by Willdan Financial Services.



SAN JOAQUIN
—COUNTY—
Greatness grows here.



Department of Public Works

Fritz Buchman, Director

Alex Chetley, Deputy Director - Development

Kristi Rhea, Deputy Director - Administration

David Tolliver, Deputy Director - Operations

Najee Zarif, Deputy Director - Engineering

March 26, 2024

Mr. Chris Elias, Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Suite 301
Stockton, California 95202-2317

**SUBJECT: SAN JOAQUIN AREA FLOOD CONTROL AGENCY 2024-25
PROPOSED OPERATIONS & MAINTENANCE BUDGET**

Dear Mr. Elias,

The San Joaquin County Public Works Department (County) is pleased to submit the attached Fiscal Year 2024-25 budget proposal for your consideration. The proposed 2024-25 Operations and Maintenance (O&M) Budget for cost-shared flood protection facilities reflects the successful Proposition 218 effort to increase our maintenance assessment revenue.

As shown on the attached table, total expenditures for the past several years have been significantly less than our budget request because the drought allowed us to reduce our operation and maintenance activities. The high flows of 2017 and 2023 caused some minor erosions, which have required extra effort, but the Army Corps of Engineers is repairing the more serious erosions under PL84-99, which is helping to reduce costs. We are requesting \$985,000 for the FY 2024-25 budget year for the 96-1 budget. In addition, this budget year the County is adding the O&M responsibilities at the Smith Canal Gate budgeted at \$350,000 and the Levee Construction and Maintenance Assessment (LCMA) at \$841,000. See attachment. The FY 2024-25 total budget request is \$2,176,000. We are aware that budgeted maintenance costs continue to exceed the O&M revenue available from annual assessments. Therefore, the County's request for FY 2024-25 does not include normal increases in actual labor and equipment operating costs.

This request is the absolute minimum amount of resources that allows us to adequately maintain the facilities. Public Works staff looks forward to continuing cooperation with your staff to coordinate our efforts.

Please feel free to call me at (209) 468-3031, if you have any questions in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Tolliver". The signature is fluid and cursive, with the first name "David" and last name "Tolliver" clearly distinguishable.

DAVID TOLLIVER
Deputy Director/Operations

Attachment

- c: Fritz Buchman, Director of Public Works
Alex Chetley, Deputy Director of Development Services
Eric Ambriz, Channel Maintenance Superintendent

COUNTY OF SAN JOAQUIN 2024-2024 PROPOSED BUDGET

Assessment District No. 96-1 Flood Protection System

Fund - 21116

Department - 2910000000

	ACTUAL 2022-23	APPR BUDGET 2023-24	ESTIMATED 2023-24	RCMND BUDGET 2024-25
Expenditures				
6201005600 GENERAL OFFICE SUPPLIES	72	0	0	0
6206000300 COMMUNICATIONS CELL PHONE	0	0	0	0
6211000000 MAINTENANCE EQUIPMENT	0	15,000	10,000	15,000
6214000000 RENTS & LEASES -EQUIPMENT	0	0	0	0
6214000200 EQUIPMENT RENTAL-COUNTY OWNED	60,849	70,000	42,000	70,000
6220001000 AUDITOR'S PAYROLL & A/P CHARGES	0	0	0	0
6221000000 PROFESSIONAL SVS				100,000
6221004000 PROFESSIONAL SVS-COUNTY	0	0	0	0
6221312400 PROFESSIONAL SVS SMITH CANAL GATE	0	0	0	350,000
6221312500 PROFESSIONAL SVS LCMA	0	0	0	841,000
6221020000 ALLOCATED SERVICE DEPT COSTS	145,663	160,000	159,000	160,000
6221020900 COUNTY COUNSEL LEGAL SVS	203	0	0	0
6226001600 LICENSES & PERMITS	0	0	0	0
6226003000 MATERIALS	16,228	50,000	30,000	50,000
6226003100 LABOR	272,881	680,000	460,000	555,000
6226101800 SPECIAL DEPARTMENT EXPENSE-SAFETY	0	0	0	0
6240000000 CLOTHING & PERSONAL SUPPLIES	0	0	0	0
6269000000 SMALL TOOLS & INSTRUMENTS	0	10,000	5,000	10,000
SERVICES AND SUPPLIES	495,824	985,000	706,000	2,151,000
6451000000 EQUIPMENT	0	0	0	0
CAPITAL EXPENDITURES	0	0	0	0
6810250100 SJAFCA Flood Wall Repair	0	0	14,000	25,000
PUBLIC WORKS FLOOD WALL REPAIR	0	0	14,000	25,000
TOTAL EXPENDITURES	495,824	985,000	720,000	2,176,000

D. Proposed Budget for Fiscal Year 2024-25		
San Joaquin County Operation and Maintenance Budget:		
Rents & Leases – Equipment - Small tools Use of San Joaquin County Flood Control and Water Conservation District equipment to perform operation and maintenance activities and provide emergency services, if needed Equipment Maintenance Equipment Rental County Owned Small Tools and Instruments	 \$15,000 \$70,000 \$10,000	\$95,000
Professional Services – County Services provided for bridge parapet wall accident repair	 \$0	\$0
Materials Includes expenses for vegetation management materials, rodent control materials, and materials and supplies unique to operation and maintenance activities	 \$50,000	\$50,000
Labor Costs Services provided by San Joaquin County Flood Control and Water Conservation District for operation and maintenance activities and to provide emergency activities, if needed Allocated Service Department Costs Operation and Maintenance	 \$160,000 \$680,000	\$840,000
Miscellaneous Expense -	\$0	\$0
Fixed Asset Funds needed to acquire additional equipment for the Agency	\$0	\$0
SUB-TOTAL SAN JOAQUIN COUNTY OPERATION AND MAINTENANCE BUDGET		\$985,000
SJAFCA Budget:		
SJAFCA O&M Budget: Aquatic Weed Control Program – Five Mile Slough This program is conducted in an approximate 5,100 ft lineal section of Five Mile Slough and is managed by SJAFCA; work during FY 24-25 will be carried out by a professional contractor Contractor – herbicide application; Contract compliance, monitoring and reporting	 \$57,900	\$57,900
SJAFCA Administration Budget: Contribution To Capital Outlay Reserve (future floodwall replacement) Property Tax Administration Charges Charges by the County Tax Collector for the collection of property assessments. Administration Costs Annual General and Administration and Engineer's Report	 \$0 \$11,500 \$298,500	\$310,000
SUB-TOTAL SJAFCA O&M and ADMINISTRATION BUDGET		\$367,900
TOTAL OPERATION AND MAINTENANCE BUDGET FY 2024/2025		<u>\$1,352,900</u>
FY 2024/2025 - Appropriations Requested: 1 FY 2024-2025 Agency O&M Assessment Revenue 2 FY 2024-2025 Agency Reserve Appropriation to cover assessment shortfall (\$1,139,345 - \$1,352,900) 3 FY 2024-2025 Agency Reserve Appropriation for Emergencies or Additional Work		 \$1,139,345 \$213,555 \$100,000
TOTAL FY 2024/2025 BUDGET AND APPROPRIATIONS		<u>\$1,452,900</u>

Sylvia Razniak/Co (email 5/1/23: O&M Reserves: \$6,136,795	6,136,795
Flood Wall Replacement Fund: \$950,000	950,000
Total O&M Reserve Fund	5,186,795
FY24/25 Sylvia 4/22/24 email O&M Reserves \$6,350,889	6,350,889
Floodwall replacement Fund \$950,000	950,000
Total O&M Reserve Fund	5,400,889



San Joaquin Area Flood Control Agency

**FLOOD PROTECTION RESTORATION
ASSESSMENT DISTRICT
(REASSESSMENT AND REFUNDING OF 2002)**

**2023/2024 ENGINEER'S ANNUAL REPORT
FOR THE OPERATION AND MAINTENANCE**

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com



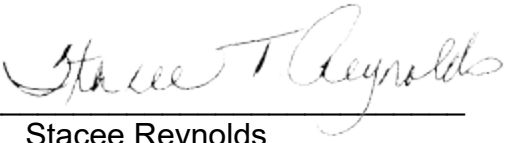
AFFIDAVIT FOR ENGINEER'S REPORT

SAN JOAQUIN AREA FLOOD CONTROL AGENCY FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT (Reassessment and Refunding of 2002), FISCAL YEAR 2023/2024

ENGINEER'S ANNUAL LEVY REPORT

The undersigned respectfully submits the enclosed report as directed by Agency's Board of Directors.

Dated: May 2, 2023
Willdan Financial Services

By: 
Stacey Reynolds
Senior Project Manager, District Administration Services

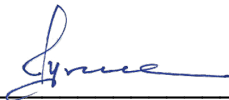
By: 
Tyrone Peter
R. C. E. # 81888



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I. OVERVIEW

A. INTRODUCTION

The San Joaquin Area Flood Control Agency (“Agency”) is authorized to annually levy and collect special assessments in order to provide and maintain the facilities, improvements and services within Flood Protection Restoration Assessment District (Reassessment and Refunding of 2002) (“District”). The District was formed in 1996 and the Agency annually levies and collects assessments to maintain the improvements installed and constructed within the District pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code §10000 (the “1913 Act”).

This Engineer’s Annual Report (“Report”) describes the District, any changes to the District, the method of apportionment established at the time of formation, and the proposed assessments for Fiscal Year 2023/2024. The proposed assessments are based on the estimated cost to maintain the improvements that provide a special benefit to properties assessed within the District. Each parcel within the District is assessed proportionately for the special benefits provided to the parcel from the improvements.

The word “parcel” for the purposes of this Report refers to an individual property assigned its own Assessment Number by the San Joaquin County Assessor’s Office. The San Joaquin County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify on the tax roll properties assessed for special district benefit assessments.

Following consideration of all public comments and written protests at an annual noticed public hearing, and review of the Engineer’s Annual Report, the Board of Directors for the Agency may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Board will order the levy and collection of assessments for Fiscal Year 2023/2024. In such case, the assessment information will be submitted to the San Joaquin County Auditor/Controller, and included on the property tax roll for each parcel in Fiscal Year 2023/2024.

B. COMPLIANCE WITH CURRENT LEGISLATION

The Agency has reviewed the provisions of the California Constitutional Article XIID (established by the passage of Proposition 218 in November 1996) and has made the following findings and determinations:

Pursuant to Article XIID Section 5 of the California Constitution, certain property related assessments existing on July 1, 1997 (“the effective date”) are exempt from the substantive and procedural requirements of Article XIID Section 4 and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, Section 5 of Article XIID reads:

“...the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or



vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4.”

Since, the improvements and the annual assessment for maintaining the District improvements are exclusively for flood control purposes, the method of assessment and maximum assessment rate formula, as established by the Agency prior to the effective of the article (July 1, 1997), are exempt from the procedural requirements of Article XIID Section 4 of the California Constitution.

The proposed assessment for Fiscal Year 2023/2024 may be less than or equal to the maximum assessment rate previously approved and adopted by the Agency. Future assessments that exceed the previously approved schedule of adjustments, including the clearly defined formula for inflation adjustment that was adopted by the Agency prior to November 6, 1996, will be subject to the substantive and procedural requirements of the California Constitution Article XIID Section 4.

// ANNUAL ASSESSMENT

When the District was formed, pursuant to Section 10100.8 of the Streets and Highways Code, the Board approved the levy of assessments to pay in whole or in part: a.) The costs and expenses of constructing or acquiring the Improvements; b.) The estimated annual costs and expenditures required during the ensuing years for the operation and maintenance of those improvements. The assessments so approved are collected through special assessment levied on the County tax rolls upon all lots, parcels and subdivisions of land within the District that benefit from the improvements.

Since the improvements are to be funded by the levying of assessments, the law requires and the statutes provide that assessments levied pursuant to the “1913 Act”, must be based on the special benefit that the properties receive from the works of improvement. However, the statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility for apportioning the costs to properties which special benefit from the improvements rests with the Assessment Engineer, who is appointed to make an analysis of the facts and to determine the apportionment of the assessment obligation to properties proportionate to the special benefit which each will receive from the improvements.

To apportion the assessment to each parcel in direct proportion to the special benefit it will receive from the improvements, an analysis was made to initially identify the special benefit that the public improvements would render to the properties within the boundaries of the District. In making the analysis to levy an assessment on a specific parcel, it is necessary that the parcel receive a special benefit distinguished from a benefit to the general public.

A. DEFINITION OF OPERATION AND MAINTENANCE

The costs and expenses for “Operation and Maintenance” include all applicable operation, maintenance and repair costs incurred annually, or that may not be reasonably collected in a single annual assessment to maintain the level of benefit to the assessed parcels in the District. Operation and Maintenance, as determined by the Board of the San Joaquin Area Flood Control Agency, may include, but is not limited to:

- Personnel costs;
- Utilities (water, electric and other);

- Maintenance equipment (purchase and repair);
- Weed abatement (herbicide spraying, mowing, debris burning);
- Rodent control;
- Road maintenance (Access Roads);
- Stream bed and detention basin clearing;
- Sedimentation removal;
- Erosion control;
- Patrolling and inspecting improvements and facilities;
- Pump station operation (including maintenance and repair);
- Flood wall repairs;
- Graffiti removal;
- Administration expenses; and
- Providing for an “Emergency Repair/Replacement Fund”.

B. OPERATION AND MAINTENANCE BENEFIT

The District assessments were established to provide funding and financing for the design construction, maintenance and operation of flood control facilities (improvements) that benefit parcels within the District. Properties within the District have been designated within the 100-year flood plain by the Federal Emergency Management Agency (FEMA)—according to the preliminary revised Flood Insurance Rate Maps (FIRM's), dated February 28, 1995. The District's flood control facilities restore flood protection to properties that are subject to flooding during a storm of 100-year intensity and thereby preserve the ability to use and develop the properties within the District without the requirements placed on parcels located within Special Flood Hazard Areas. Therefore, the improvements and the maintenance and operation of those improvements are a special benefit to the properties within the District.

The following outlines the special benefits properties within the District receive from the construction and maintenance of the flood protection improvements:

- Reduction in the risk of loss that would occur if a flood were to damage the improvements on the property: i.e., structural damage and/or damages affecting the revenue-producing environment.
- Removal of the flood plain disclosure required during the sale of a property.
- Removal of the requirement for properties that are removed from Special Flood Hazard Areas (as designated by FEMA) to adhere to the building and design “flood plain management” criteria required by FEMA for communities participating in the Flood Insurance Program (FIP). These criteria apply to new construction, as well as renovations and additions in most circumstances, and increase the costs of development.
- Removal of the mortgage/lender requirement to purchase flood insurance if a property is within a designated Special Flood Hazard Area shown on the preliminary revised FIRM's, or providing the ability to purchase flood insurance at a reduced cost.
- Protection of public improvements required to provide access and service to properties.



- Enhanced ability to develop property to its “highest and best use” in accordance with existing zoning and land use regulations.

C. CALCULATION OF ANNUAL MAINTENANCE AND OPERATION ASSESSMENT

The benefit formula used for calculating the annual operation and maintenance benefit to each property within the District is based on the Benefit Units (BU's) used to calculate the original benefits and assessments each parcel received from the construction of the District improvements and facilities. However, when the development or land use of a property changes the special benefits the parcel receives from the operation and maintenance of the District improvements also changes. The Maintenance Benefit Units (MBU's) for each parcel is recalculated each year utilizing the same methodology and formula established in the District's original Engineers Report and outlined in Part III of this report (Method of Apportionment) to accurately reflect each parcel's current special benefit from the improvements. Therefore, if the development status or land use of a particular parcel has changed since the previous year, the MBU's and the resulting operation and maintenance portion of the parcel's assessment will likely change.

The assessment rate per MBU is calculated by dividing the total annual Operation and Maintenance Budget by the total number of MBU's in the District each year. The number of MBU's will vary year to year based upon development and land use changes in the District.

In the year the District was formed (Fiscal Year 1996-97), the maximum annual assessment rate (“maximum rate”) for Operation and Maintenance was established at \$3.59 per MBU, plus an annual inflation escalator equal to the National Consumer Price Index (CPI). This maximum rate of \$3.59 was established using an estimated annual operation and maintenance cost of \$450,000 for the first full year of maintenance, and the total number of Maintenance Benefit Units in Fiscal Year 1996-97 (125,474.396 MBU's).

The first assessments for Operation and Maintenance were collected in Fiscal Year 1996-97 pursuant to resolution of the Agency Board approved after a duly noticed public hearing, as provided in the Act. Annual assessments for Operation and Maintenance are anticipated to be levied and collected each fiscal year and shall be approved by resolution at an annual public hearing on the matter. The annual assessment approved each year may not exceed the CPI adjusted maximum assessment (\$3.59 plus the annual inflation escalator) approved, without approval of the property owners subject to the assessment through a property owner protest ballot procedure pursuant to the California Constitution Article XIID.

Based on the initial Annual Assessment Rate of \$3.59 per MBU and the annual CPI inflation factor, the following table summarizes the application of the annual inflation escalator allowed to the assessment rate for the operation and maintenance assessments since Fiscal Year 1996-97. The “Maximum Assessment Rate” reflects the assessment rate per MBU that may be applied for the respective fiscal year without constituting an increased assessment or once again obtaining property owner approval in accordance with the provisions of the California Constitution Article XIID. The “CPI” applied each year is the National Consumer Price Index (CPI) from January 1st of the previous year to January 1st of the current year (or similar period). (Example—the CPI applied for Fiscal Year 1997-98 is based on the CPI calculated from January 1, 1996 to January 1, 1997 to the first decimal place 0.0).

Fiscal Year	Base Year Rate	Calendar Year CPI	CPI Adjustment	Maximum Assessment Rate	Assessment Rate Applied
1996-97	N/A	N/A	N/A	\$3.5900	\$3.59
1997-98	\$3.5900	3.30%	\$0.1185	\$3.7085	\$3.59
1998-99	\$3.7085	1.70%	\$0.0630	\$3.7715	\$3.60
1999-00	\$3.7715	2.95%	\$0.1113	\$3.8828	\$3.56
2000-01	\$3.8826	2.70%	\$0.1048	\$3.9874	\$3.54
2001-02	\$3.9874	3.90%	\$0.1555	\$4.1429	\$3.53
2002-03	\$4.1429	3.50%	\$0.1450	\$4.2879	\$3.51
2003-04	\$4.2879	1.10%	\$0.0472	\$4.3351	\$3.49
2004-05	\$4.3351	1.90%	\$0.0824	\$4.4174	\$3.95
2005-06	\$4.4174	3.00%	\$0.1325	\$4.5500	\$3.95
2006-07	\$4.5500	4.00%	\$0.1820	\$4.7320	\$4.25
2007-08	\$4.7320	2.10%	\$0.0994	\$4.8314	\$4.36
2008-09	\$4.8314	4.30%	\$0.2078	\$5.0392	\$5.03
2009-10	\$5.0392	0.00%	\$0.0000	\$5.0392	\$5.03
2010-11	\$5.0392	2.60%	\$0.1310	\$5.1702	\$5.17
2011-12	\$5.1702	1.60%	\$0.0827	\$5.2529	\$5.25
2012-13	\$5.2529	2.90%	\$0.1523	\$5.4052	\$5.40
2013-14	\$5.4052	1.60%	\$0.0865	\$5.4917	\$5.49
2014-15	\$5.4917	1.60%	\$0.0879	\$5.5796	\$5.57
2015-16	\$5.5796	0.00%	\$0.0000	\$5.5796	\$5.57
2016-17	\$5.5796	1.40%	\$0.0781	\$5.6577	\$5.65
2017-18	\$5.6577	2.50%	\$0.1414	\$5.7991	\$5.79
2018-19	\$5.7991	2.10%	\$0.1218	\$5.9209	\$5.92
2019-20	\$5.9209	1.60%	\$0.0947	\$6.0156	\$6.01
2020-21	\$6.0156	2.50%	\$0.1504	\$6.1660	\$6.16
2021-22	\$6.1660	1.40%	\$0.0863	\$6.2523	\$6.25
2022-23	\$6.2523	7.50%	\$0.4689	\$6.7213	\$6.72
2023-24	\$6.7213	6.40%	\$0.4302	\$7.1515	\$7.15

The Fiscal Year 2023/2024 Maximum Assessment Rate allowed is \$7.1515

The Fiscal Year 2023/2024 Assessment Rate proposed is \$7.15.

The "Base Rate" equals the prior year's "Maximum Assessment Rate" allowed.

The "Maximum Assessment Rate" is calculated to four decimal places, however, the actual assessment applied to each parcel is rounded down to the nearest even penny when applied to the tax rolls.

D. PROPOSED BUDGET FOR FISCAL YEAR 2023/2024

Item Descriptions		
San Joaquin County Operation and Maintenance Budget:		
Rents & Leases – Equipment Use of San Joaquin County Flood Control and Water Conservation District equipment to perform operation and maintenance activities and provide emergency services, if needed Equipment Maintenance Equipment Rental County Owned Small Tools and Instruments	 \$15,000 \$70,000 \$10,000	\$95,000
Professional Services – County Services provided for bridge parapet wall accident repair	 \$0	\$0
Materials Includes expenses for vegetation management materials, rodent control materials, and materials and supplies unique to operation and maintenance activities	 \$50,000	\$50,000
Labor Costs Services provided by San Joaquin County Flood Control and Water Conservation District for operation and maintenance activities and to provide emergency activities, if needed Allocated Service Department Costs Operation and Maintenance	 \$160,000 \$680,000	\$840,000
Miscellaneous Expense -	 \$0	\$0
Fixed Asset Funds needed to acquire additional equipment for the Agency	 \$0	\$0
SUB-TOTAL SAN JOAQUIN COUNTY OPERATION AND MAINTENANCE BUDGET		\$985,000

Aquatic Weed Control Program – Five Mile Slough This program is conducted in an approximate 5,100 ft lineal section of Five Mile Slough and is managed by SJAFCA; work during FY 23-24 will be carried out by a professional contractor Contractor – herbicide application; compliance and monitoring and reporting	\$57,900	\$57,900
SUB-TOTAL SJAFCA OPERATION AND MAINTENANCE BUDGET		\$57,900
<u>SJAFCA Administration Budget:</u> Contribution To Capital Outlay Reserve (future floodwall replacement) Property Tax Administration Charges Charges by the County Tax Collector for the collection of property assessments. Administration Costs Annual General and Administration and Engineer's Report SUB-TOTAL SJAFCA ADMINISTRATION BUDGET	\$0 \$11,500 \$298,500	\$310,000
TOTAL OPERATION AND MAINTENANCE BUDGET FY 2023/2024		<u>\$1,352,900</u>
For FY 2023/2024, there are \$1,242,000 of appropriations available to the district as follows: FY 2023/2024 Assessment to be levied FY 2023/2024 Agency Reserve Appropriation for FY 2023/2024 Budget FY 2023/2024 Agency Reserve Appropriation for Emergencies or Additional Work		\$1,101,949 \$250,951 \$100,000
TOTAL FY 2023/2024 APPROPRIATION		<u>\$1,452,900</u>

- (1) Assessment to be levied may be slightly different from total amount on preliminary roll due to the rounding of assessment to even pennies as required by San Joaquin County.
- (2) The surplus appropriation of \$250,951 is needed to cover the difference between the amount collected by the O&M assessments and the additional amount requested by the District in the proposed FY 2023/2024 budget.

- (3) The surplus appropriation of \$100,000 will allow the Executive Director, without additional Board Authorization, to promptly deal with emergencies, or to authorize additional work not included in the budget.

The appropriations in the budget are funded from the unexpended balance in the O&M reserve, carried forward from previous year's O&M assessments. No increase in the current annual assessment charge is either required or made. The result of this request to the Engineer's Report will not affect the proposed FY 2023/2024 assessment rate of \$7.15 per Maintenance Benefit Unit.

E. CALCULATION OF ASSESSMENT RATE FOR FISCAL YEAR 2023/2024

The assessment rate per MBU is calculated by dividing the total amount to be funded "O&M Budget" by the total "MBU's" estimated for the District.

O&M Budget-Surplus Appropriations/Maintenance Benefit Units (MBU's) = Assessment Rate

- The Total Maintenance Benefit Units (MBU's) that are estimated for the District in Fiscal Year 2023/2024 are 154,283.99 **MBU's**.
- Based on the estimated budget and the surplus appropriation for Fiscal Year 2023/2024, the assessment rate for Fiscal Year 2023/2024 is approximately \$7.15 per Maintenance Benefit Unit.

III. METHOD AND FORMULA OF ASSESSMENT SPREAD

A. CALCULATION OF BENEFIT UNITS

To apportion the costs of the improvements to parcels that benefit, a method of assigning Benefit Units to each parcel was developed and approved when the District was formed. Benefit Units (BUs) were assigned to each parcel based upon the benefits to real property that the District improvements (levee system and other flood control improvements) provided to each parcel in proportion to the estimated benefit the parcel receives relative to the other parcels in the District from the flood protection facilities.

The specific number of Benefit Units assigned to each parcel was calculated based upon the formula shown below:

Improvement BUs + Land BUs = Total BUs

The single-family residence (SFR) was used as a basis of comparison since it represented approximately 70 percent of the assessable parcels of land in the District. BUs assigned to other parcels and land uses were based upon the relative benefit they receive as compared to a single-family residence. The total number of BU's for all assessable parcels in the District were then divided into the total cost to fund the District to determine the assessment rate per Benefit Unit.

The BUs assigned or calculated for each parcel for construction and installation of the improvements was based on the land use for the parcel as shown on the records of the San

Joaquin County Assessor's office at the time of formation. Recognizing that under the 1913 Act, the assessment on each parcel may not be increased once it has been levied without further public hearings and property owner approval, the District was formed and the assessments approved provided for annual adjustments to the assessments for operation maintenance of the improvements. The annual operation and maintenance assessment rate was established at \$3.59 per Maintenance Benefit Unit (MBU) plus an annual escalator equal to the National Consumer Price Index (CPI). However, the assessment formula approved also established that the operation and maintenance assessment applied to each parcel would be recalculated annually based on the current development status or land use of each parcel. Therefore, if the development status or land use of a particular parcel changed from the previous year, the MBU's and the resulting assessment would change to more accurately reflect the parcel's current proportional benefit from the District improvements.

The methodology used to calculate the original BUs for the construction and installation of the improvements as well as the Maintenance Benefit Units calculated for future operation and maintenance of the improvements are assigned to each parcel based on land use. The method of apportionment for each land use is described in the following sections, with sample calculations provided in Appendix A.

B. IMPROVEMENT BENEFIT

Since the primary benefit to parcels from the construction, operation and maintenance of the flood control improvements is to remove them from the proposed new Special Flood Hazard Areas (new areas of the 100-year flood plain as identified by FEMA), the risk of loss or damage to improvements installed or constructed on developed parcels of land is significantly reduced.

The construction, operation and maintenance of the flood control improvements within the District significantly reduce the risk of damage and loss of real property, particularly to developed parcels of land. The improvements also facilitate the removal of properties from the proposed new Special Flood Hazard Areas (new areas of the 100-year flood plain as identified by FEMA). As a result, the special benefits to be enjoyed by property owners include:

- elimination of the requirements to purchase flood insurance in order to obtain financing;
- ability to purchase flood insurance at a reduced cost in comparison to parcels which are located within a Special Flood Hazard Area as designated by FEMA; and
- reduction of a flood event occurring and the probability of loss or damage to the property and improvements on the property.

The degree to which each developed property will benefit in relationship to any other property is based upon the intensity of development on the parcel (i.e., the percentage of the total parcel area which has or is allowed to have improvements constructed thereon) and the relative risk of loss of those improvements in relation to other land uses. The following describes the benefit relationship rational established in the original Engineer's Report.

Intensity of Development — Based upon an average parcel size of 1/6 acre for single-family development and a typical building footprint of about 1,600 sq. ft., the intensity of development on single-family residential parcels is approximately 20 percent. By comparison, a review of land use data within the Agency's sphere of influence showed that on retail/service commercial parcels of one acre or less, the average intensity of development is approximately 40 percent of the parcel area. This means that for each acre of land used for single-family residential, on average approximately 20 percent of the area (or about 9600 square feet per acre) is covered by improvements; whereas, on each acre of land used for retail/service commercial, over 40 percent is covered by improvements (or about 19,500 square feet per acre). Since an acre of land developed for retail/service commercial use has a higher intensity of development than an acre of land used for single-family residential, it receives a greater benefit because there is more that would be damaged should a flood occur. Based upon a review of parcel area and intensity of development by land use for over 2,500 parcels, the following represents the average intensity of development per acre relative to single-family residential development within the District. The average intensity of development, by land use category (retail/service commercial, office/professional, personal care/recreational, manufacturing/industrial, institutional), was calculated by computing the average building coverage on the parcels analyzed after excluding those parcels that were significantly underdeveloped. Underdeveloped parcels were defined as those parcels within each land use category, which had the lowest 20th percentile current improvement density.

Unlike non-residential parcels, SFR parcels do not have a strong correlation between parcel size and the area which can be covered by improvements; therefore, they are assessed according to the size of the building footprint based on adjusting the improvement density factor for single-family residential as a function of the area of the structure footprint. A review of the available data showed that approximately 25 percent of the homes have a building footprint that would be 1,000 square feet or less, approximately 50 percent of the homes would fall in the 1-2,000 square foot range and the remainder would be over 2,000 square feet. Considering the number of houses in each category and the relative amount of replacement necessary should flooding occur, the improvement density factor reflects a 20% differentiation in replacement costs for the three categories of SFR, as shown in the table below.

Land Use	Improvement Density Factor
Single-Family Residential	
Less than 1,000 SF	0.8
1,000 to 2,000 SF	1.0
More than 2,000 SF	1.2
Multi-Family Residential	1.0
Retail/Service Commercial	2.0
Office/Professional	2.0
Personal Care/Recreational	2.0
Manufacturing/Industrial	2.0
Institutional	1.5

Risk of Loss — In determining the benefit that a parcel receives, it was also necessary to look at the relative replacement costs of the improvements constructed on the parcel relative to other land uses since the relative risk of loss in the event of a flood is directly proportional to the relative cost of the improvements at risk. For example, a review of published building construction cost data showed that the average cost range per square foot for single-family

residential improvements was \$45-60/square foot while the average cost range per square foot for industrial improvements was \$25-45/square foot. Therefore, each developed single-family residential parcel receives a greater benefit than developed manufacturing/industrial parcels per unit of improvement since the loss or damage would be significantly higher should a flood occur. Also, since the cost of flood insurance is based on the value of improvements to be insured, it would cost the single-family property owner more to purchase flood insurance per 100 square feet of single-family residential improvements in comparison to 100 square feet of manufacturing/industrial improvements; therefore, the single-family residential property would receive a greater benefit.

Based upon an analysis of the average cost per square foot for structures allowed under existing land use regulations for each land use, the table below shows the relative benefit per unit (i.e., square foot) for improvements by land use relative to single-family residential development within the District:

Land Use	Risk Factor
Single-family Residential	1.0
Multi-Family Residential	0.9
Retail/Service Commercial	0.9
Office/Professional	1.1
Personal Care/Recreational	1.2
Manufacturing/Industrial	0.7
Institutional	1.1

Therefore, it was determined that developed properties benefit differently from the flood protection facilities depending on the type of land use on the property and the average intensity of development; the potential damage to the structure, its contents, and/or the financial loss in revenues in the event of a flood would be different for the different types of land use based upon the relative cost per unit of improvement within the different land use categories.

In order to allocate benefit fairly between the land uses, an Equivalent Dwelling Unit (EDU) methodology was established that equated different residential and non-residential land uses to each other, thereby allowing a uniform method of assessment.

Therefore, the improvement benefit formula is summarized as:

$$(\text{EDU's}) \times (\text{Improvement Density Factor}) \times (\text{Risk Factor}) = \text{Improvement Benefit Units}$$

C. EQUIVALENT DWELLING UNITS

Land use as shown on the San Joaquin County Assessor's records is used to assign Equivalent Dwelling Units (EDU's) to each improved parcel based on the following methodology.

- **Single-family Residential** — Since the single-family residential (SFR) parcel is the most common land use and represents over 70 percent of the assessable parcels within the District, it is used as the standard and is assigned one (1) EDU. Other improved land uses are converted to EDU's by comparing them to the SFR. Included in the SFR category are condominiums, mobile homes not in mobile home parks and agricultural-residential parcels.

- **Multi-Family Residential** — Multi-family residential improved land uses are equated to the SFR land use based upon the number of dwelling units per parcel. Studies have consistently shown that the average apartment unit's relative size and population density compared to the typical size and impacts of single-family units is approximately 80 percent as much as a single-family residence. By virtue of their reduced size, each multi-family residential unit receives a lesser benefit or enhancement per unit to property values and therefore benefits less per unit than a single-family residence. Also, a review of parcel data finds that flood protection benefits do not increase proportionately as the number of units increase on a Multi-Family Residential (MFR) parcel, due to the nature of the building layouts and the fact that the value per unit generally decreases as the number of unit's increases.

EDU's for Multi-Family Residential parcels are calculated based upon the actual number of dwelling units as shown below:

Number of Dwelling Units	Equivalent Dwelling Unit Formula
Four (4) Units or less	0.8 EDU/DU for the first 4 DU's
More than four (4) but less than or equal to twenty (20)	0.6 EDU/DU for each DU over 4 and up to 20
More than twenty (20)	0.4 EDU/DU for each DU over 20

- **Non-Residential** — All Non-Residential improved land uses are equated to the SFR based upon parcel size. A review of the County land use records showed that the average SFR parcel size in the City of Stockton is 1/6 acre. Therefore, the factor of 6 EDU's per acre is used as the basis of comparison, and each Non-Residential parcel will be assigned 6 EDU's per acre or fraction thereof.

To more accurately reflect the benefit that some parcels receive from the flood control improvements, an additional adjustment in the EDU's assigned to the parcel is required. The data used to develop the density factors for each land use indicated that, on the larger parcels of land, the average density of development was significantly lower than on parcels that were less than one (1) acre in size. Even if it is assumed that the owner of land will ultimately develop that land to receive the maximum economic return from the land based upon allowed intensities of development and other land use regulations, there are a number of factors that limit the density of development on larger parcels of land. These include requirements based upon the specific land use which may include the need to provide large areas for the storage of materials or goods, to provide internal circulation roadways, to provide open areas or extensive buffer zones, to provide increased areas for employee/customer parking and other similar requirements.

Therefore, based upon an analysis of data relating the development intensity and parcel size for different types of land uses the number of EDU's assigned to non-residential parcels is adjusted on parcels which are larger than one (1) acre as shown below:

Parcel Size	Equivalent Dwelling Unit Formula
One (1) Acre or less	6.0 EDU/Acre
More than one (1) acre but less than or equal to four (4) acres	1.5 EDU/Acre for each acre over one (1) acre up to four (4) acres
More than four (4) acres	0.5 EDU/Acre for each acre over four (4) acres

Parcel area for non-residential condominiums will be calculated based on the individual parcel size and a proportional share of the common area attributed to the condominium complex.

- **Vacant** — Vacant properties have no improvements constructed on them; therefore, vacant properties are assigned zero (0) Improvement Benefit Units per parcel.
- **Vacant-like Developed Property** — This includes those parcels with land uses that closely resemble vacant property in that they have large land areas comprised of mostly park-like open space or vacant land and only a few buildings. These properties have very low land utilization and almost no potential for additional development; therefore, these land uses are assigned 1.0 BU per parcel for the ancillary structures on the property. These land uses include radio and television transmission facilities or towers, mineral processing, parcels with only parking lots, airports, mobile home parks, cemeteries, golf courses and other miscellaneous recreational uses.

A list of Land Use Classifications used in this report, with the corresponding County Assessor's use codes, is provided in Appendix B.

D. LAND BENEFIT

In addition to benefits that improvements on a property will receive, parcels within the District are assigned Land Benefit Units in proportion to the benefits that they receive by virtue of:

- Having the ability to economically use or fully develop a property consistent with zoning and land use regulations.
- Not having to adhere to the "Flood Plain Management" requirements for building and design of new construction, as well as renovations and additions, required for parcels in Special Flood Hazard Areas; and
- Not having to disclose during the sale of a property that it is located in a Special Flood Hazard Area of the 100-year flood plain.

Based on the benefits previously described, the benefit to the land is preserved whether it is improved or not, and the benefit to each parcel is directly related to the size of the land. In addition, if the land were to remain in the flood plain, the cost of elevating the building pad area by filling the land would be proportional to the size of the parcel and the intensity of development allowed upon it based upon current land use and development standards. Therefore, the benefit received by the parcel varies as land varies in size.

For the City of Stockton, the San Joaquin County Assessor's Roll indicates that over 70 percent of the parcels of land are single-family residences (SFR's) and that the average land value for an average SFR located on 1/6 acre is between 20 and 30 percent of the total value of property. Therefore, 0.25 BU is assigned to each single-family residential parcel of land. Since the development potential of a SFR parcel is restricted to one house, no matter how big the parcel, the Benefit Units assigned to the land will not vary as parcel size increases for single-family residential parcels of land.

Benefit Units for all other land uses are based upon the size of the parcel at the rate of 0.25 BU for each 1/6 acre (1.5 BU/acre) to estimate the benefit to the land, since the amount of development which could occur is directly related to the size of the parcel. Each parcel of land, both developed and undeveloped and having no development restrictions on it, will be assigned Benefit Units at the rate of 1.5 BU/Acre to reflect the benefit that the land receives. Since the level of development or the potential for development would be similar for developed parcels of a similar size, the BU's assigned to the land for parcels larger than one (1) acre in size will be reduced in the same manner as the EDU's are reduced for the improvements on developed non-residential parcels as shown below:

Parcel Size	Land Benefit Unit
One (1) Acre or less	1.5 per Acre
More than one (1) acre but less than or equal to four (4) acres	0.375 per Acre
More than four (4) acres	0.125 per Acre

Parcel area for non-residential condominiums will be calculated based on the individual parcel size and a proportional share of the common area attributed to the condominium complex.

E. EXEMPT

Several land uses have been determined to be exempt because they would not benefit from the proposed flood control facilities, or they have a supporting use to a land use already being charged. Examples of exempt land uses are as follows:

- Common areas associated with residential condominiums, open spaces and green belts.
- Parcels with total property values of less than one dollar per the San Joaquin County Assessor's Roll.
- Properties owned by public agencies, such as cities, the County, the State or the Federal government, are exempt except when such property is not devoted to a public use.
- Rights-of-way owned by utilities and railroads.
- Agricultural parcels under the Williamson Act or within a General Plan area designated, as "Agricultural" has no potential for immediate development. By contrast, the Williamson Act parcels remain agricultural to take advantage of special tax treatments. The Williamson Act agricultural parcels and the General Plan Agricultural parcels are not assigned any benefit. If these parcels develop in the future, then the appropriate benefit will be collected under the "Flood Control Facilities Fee" mechanism. (Agricultural parcels that are not within the

General Plan designated areas and which do not have Williamson Act contracts are assessed as Vacant.)

- Parcels which are designated as Special Flood Hazard Areas on the Preliminary Revised FIRM's, dated February 28, 1995, and which were previously designated as Special Flood Hazard Areas on the previous FIRM's; these parcels are considered to have no benefit and will not be assessed.

F. ASSESSMENT DISTRICT BOUNDARY FACTOR

Parcels that are bisected by the flood line, as delineated on the preliminary Revised FIRM's, would have the total BUs for the property reduced by the percentage of the parcel within the proposed flood plain since they would receive a reduced benefit. The BUs for the parcel are reduced based on the following:

- If a parcel has less than 1/3 its area in the flood plain, the BU's for that parcel would be multiplied by 0.17.
- If a parcel has more than 1/3 but less than 2/3 its area in the flood plain, the BU's for that parcel would be multiplied by 0.50.
- If a parcel has more than 2/3 its area in the flood plain, the BU's for that parcel would be multiplied by 83.

IV. DESCRIPTION OF WORKS OF IMPROVEMENTS

Section 10102 of the Act provides for the legislative body of any agency authorized under the Act to finance certain capital facilities and services. The following is a list of improvements as allowed under the Act to be constructed, installed, maintained, repaired or improved under the provisions of the Act. The facilities diagram, on file in the Office of the Secretary, shows the general location of the improvements. Copies are also on file at the Office of the Clerk of the Board of Supervisors of the County of San Joaquin and at the Office of the City Clerk of the City of Stockton.

The improvements consist of, but are not limited to:

- A. Flood protection improvements including the construction, strengthening and/or raising the height of levees, flood walls and wing levees; construction and/or improvements to detention basins and reservoirs; improvements to bridges, roadways and access ways; channel improvements; and related improvements along, but not limited to, the following waterways:
 - Bear Creek - confluence with Disappointment Slough to Tully Road.
 - Paddy Creek - confluence with Bear Creek to approximately Jack Tone Road.
 - Bear Creek - approximately 700 downstream of Interstate 5 to confluence with Paddy Creek.
 - Paddy Creek - confluence with Bear Creek to confluence with South Paddy Creek.
 - South Paddy Creek - confluence with Paddy Creek to approximately Jack Tone Road.

- Mosher Creek & Mosher Creek Diversion - confluence with Bear Creek to approximately 6300 feet upstream of Highway 88.
 - Mosher Slough - 2,000 feet upstream of Interstate 5 to approximately 150 feet upstream of Thornton Road.
 - Calaveras River - confluence with the San Joaquin River to approximately Solari Ranch Road.
 - Stockton Diverting Canal - confluence with the Calaveras River to Mormon Slough.
 - Mormon Slough - confluence Stockton Diverting Canal to approximately 500 upstream of confluence with Potter Creek.
 - Potter Creek A - confluence with Mormon Slough to approximately Jack Tone Road.
 - Potter Creek B - confluence with Mormon Slough to 1,500 feet east of Fine Avenue.
 - Mosher Slough Detention Basins No.1 & 2.
 - Little Bear Creek - confluence with Mosher Slough to Davis Road.
 - Pixley Slough - confluence with Bear Creek to Lower Sacramento Road.
 - Five Mile Slough – confluence with Fourteen Mile Slough to the north/south land levee at the east boundary line of Shima Tract.
- B. The acquisition of all interest in real property necessary or useful for the above described improvements or other improvements constructed by the District; and,
- C. The acquisition and/or construction of any other work, auxiliary to any of the above and necessary or useful to complete the same and to reduce the risk of flooding within the District.

Appendix A — SAMPLE BENEFIT UNIT CALCULATIONS

Land – Use	Land Benefit	Improvement Benefit (EDU) x (Imp. Density Factor) x (Risk Factor)	Total MBU's
Single-family Res. ftprint < 1000sf	All parcels = .25 BU	(1DU x 1EDU/DU) x .8 x 1 = 0.8 BU	1.05
Single-family Res. 1000 > ftprint > 2000	All parcels = .25 BU	(1DU x 1EDU/DU) x 1 x 1 = 1.0 BU	1.25
Single-family Res. ftprint > 2000 sf	All parcels = .25 BU	(1DU x 1EDU/DU) x 1.2 x 1 = 1.2 BU	1.45
Agricultural Res.	All parcels = .25 BU	(1DU x 1EDU/DU) x 1 x 1 = 1.0 BU	1.25
3-Unit Apartment 1/2 acre parcel	.5ac x 1.5BU/ac = .75 BU	(3DU x .8EDU/DU) x 1 x .9 = 2.16 BU	2.91
11 Unit Apt. 3/4 acre parcel	.75ac x 1.5BU/ac = 1.125BU	[(4DU x .8EDU/DU) + (7DU x .6EDU/DU)] x 1 x .9 = 6.66 BU	7.785
41 Unit Apt. 3 acre parcel	3ac x 1.5BU/ac = 4.5 BU	[(4DU x .8EDU/DU) + (16DU x .6EDU/DU) + (21DU x .4EDU/DU)] x 1 x .9 = 19.8 BU	23.58
Grocery Store 1 acre parcel	1ac x 1.5BU/ac = 1.5 BU	(1ac x 6EDU/ac) x 2 x .9 = 10.8 BU	12.3
Regional Shopping 5 acre parcel	1ac x 1.5BU/ac + 3ac x .375BU/ac + 1ac x .125BU/ac = 2.75BU	[(1ac x 6EDU/ac) + (3ac x 1.5EDU/ac) + (1ac x 0.5EDU/ac)] x 2 x .9 = 19.8 BU	22.55
Service Station 1/4 acre parcel	.25ac x 1.5BU/ac = .375BU	(1/4ac x 6EDU/ac) x 2 x .9 = 2.7 BU	3.075
Office Building 2 acre parcel	1ac x 1.5BU/ac + 1ac x .375BU/ac = 1.875BU	[(1ac x 6EDU/ac) + (1ac x 1.5EDU/ac)] x 2 x 1.1 = 16.5 BU	18.375
Church 2 acre parcel	1ac x 1.5BU/ac + 1ac x .375BU/ac = 1.875BU	[(1ac x 6EDU/ac) + (1ac x 1.5EDU/ac)] x 1.5 x 1.1 = 12.375BU	14.25
Industrial Building 10 acre parcel	1ac x 1.5BU/ac + 3ac x .375BU/ac + 6ac x .125BU/ac = 3.375BU	[(1ac x 6EDU/ac) + (3ac x 1.5EDU/ac) + (6ac x 0.5EDU/ac)] x 2 x .7 = 18.9 BU	22.275
Vacant SFR	All parcels = .25 BU	No imp. benefit = 0 BU	0.25
Vacant 1 acre parcel	1ac x 1.5BU/ac = 1.5 BU	No imp. benefit = 0 BU	1.5
Mobile Home Park 2 acre parcel	1ac x 1.5BU/ac + 1ac x .375BU/ac = 1.875BU	All parcels = 1 BU	2.875
Golf Course 20 acre parcel	1ac x 1.5BU/ac + 3ac x .375BU/ac + 16ac x .125BU/ac = 4.625 BU	All parcels = 1 BU	5.625
Vacant 40 acre parcel	1ac x 1.5BU/ac + 3ac x .375BU/ac + 36ac x .125BU/ac = 7.125 BU	No imp. benefit = 0 BU	7.125
Agricultural (Williamson Act or General Plan)	Not assessed	Not assessed	0.0

Note: For those properties that are bisected by the flood line, the Total BU's are multiplied by the appropriate Boundary Factor.

Appendix B — LAND USE CLASSIFICATIONS

Assessor's Use Codes	San Joaquin County Assessor's Use Descriptions
10-17, 51, 56, 94, 96, 401, 421, 451, 461, 463, 471, 481, 501, 511, 521	Single-Family Residential SFR, condominium, Agricultural Residential, Mobile home not in mobile home park
21, 22, 31-32, 34-35, 41-48, 52	Multi-Family Residential Duplex, triplex, four-plex Apartments
110-114, 120-121, 130-132, 140-144, 150-155, 201-203, 210-214, 250-252, 255-256, 260-263, 270-272, 280-285, 290-291, 771	Retail and Service Commercial Stores & store combos, Department stores & super markets, Community & regional shopping centers, Restaurants, Service shops & service stations, Equipment sales and service, Misc. commercial
170-173, 190-197, 240	Office/Professional Professional & office buildings, Medical and dental offices, Banks, savings and loans
55, 59-65, 68, 70-71, 78, 180-184, 189, 204, 230, 231, 610-615, 620, 630-632, 640, 650, 651, 740-742, 750-752, 760	Care/ Personal Recreational Hospitals & nursing homes, Rooming houses, Homes for the aged, Day care facility, Hotels/motels, Theaters & bowling alleys & skating rinks, Clubs, lodge halls
253-254, 310-314, 320-324, 330-332, 340-342, 350-355, 360-363, 370-371, 381-382, 391, 392, 811, 812	Manufacturing/Industrial Manufacturing outlets, Misc. industrial, Warehousing, Distribution and Storage, Lumber yards, Truck Terminal, Bulk Plants, Winery
710-711, 720-722, 730	Institutional Institutional & Churches, Private schools & colleges
90-93, 380, 393, 660-664, 670, 681, 690, 691, 772, 810, 813, 814, 820, 830, 890-892	Vacant-Like Developed Golf Courses & Driving Ranges, Parking Lots, Drive-in Theaters, Swimming Pools, Airports, Mineral Processing, Mobile Home Park, Cemeteries, Radio/TV Transmission Sites, Privately Owned Race Track, Privately Own Camps
1-7, 20, 30, 40, 50, 53-54	Vacant Residential Vacant Residential Lots
100-102, 107, 300-302, 307	Vacant Vacant Lots
80-82, 95, 156, 200, 390, 400, 420, 450, 460, 462, 470, 480, 490, 500, 510, 520, 530, 550, 551, 590, 591, 770, 780, 815, 821-824, 840-841, 850-851, 860-862, 900-951	Exempt Common Areas, Right of Ways, Agricultural Parcels, Public Agency Properties

Appendix C – DIAGRAM OF ASSESSMENT DISTRICT

Full-sized copies of the Assessment Diagram are on file in the Office of the Secretary, of the San Joaquin Area Flood Control Agency. Copies are also on file at the Office of the Clerk of the Board of Supervisors of the County of San Joaquin and at the Office of the City Clerk of the City of Stockton.

As required by the Act, the Assessment Diagram shows the exterior boundaries of the Assessment District and the assessment number assigned to each parcel of land corresponding to its number as it appears in the Assessment Roll contained in Appendix D. (The assessment number for each parcel is the San Joaquin County Assessor's Parcel Number.)

The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of San Joaquin for the year in when this Report is prepared. The Assessor's maps and records are incorporated by reference herein and made part of this report.

Appendix D — 2023/2024 COLLECTION ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the San Joaquin County Assessor's map for the year in which this Report is prepared.

The Assessments have been levied in proportion to the estimated benefit that each parcel receives from the improvements in accordance with the method and formula of assessment as presented and approved upon formation of the District.

A listing of parcels of land, and the proposed assessment amount to each parcel for the Operation and Maintenance of the improvements is provided under a separate cover and by reference is made part of this report. For current ownership of each parcel of land, reference is made to the most recent equalized tax roll for the County of San Joaquin, which is by reference also made part of this report. The assessment amount for each parcel pursuant to approval of this report shall be submitted to the San Joaquin County Tax Collector for collection on the property tax bill for Fiscal Year 2023/2024.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Directors (the "Board of Directors") of the San Joaquin Area Flood Control Agency (the "Agency"), on May 16, 2024, will adopt a Resolution (the "Resolution") to levy and collect assessments on all parcels in the Flood Protection Restoration Assessment District (the "District") to pay the annual costs of the operation and maintenance of the improvements in the District. The Agency's assessment administrator has filed an Annual Engineer's Report for fiscal year 2024/2025 which contains the assessments to be levied on all parcels in the District for fiscal year 2024/2025.

The Board of Directors will hold a public hearing to hear protests on the annual assessment for operation and maintenance charges on Thursday, May 16, 2024, at 10:00 a.m.

Any person interested may file a protest of objection. All protests should be in writing, describe the property owned by the signer and the nature of the protest, and be filed with the Secretary of the Board of Directors no later than the hour set for the hearing. An opportunity for oral presentations will also be available at the hearing.

For further details of the annual levy for operations and maintenance, you are hereby referred to the Engineer's Report which is on file in the office of the Secretary of the Board of Directors and can be viewed online at the Agency's web site at www.sjafca.com.

Given by order of the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA).

CHRIS ELIAS
Secretary/Executive Director
of the SJAFCA Board of Directors

RESOLUTION NO. SJAFCA 24-15

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**RESOLUTION TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE
OPERATIONS AND MAINTENANCE (O&M) FOR THE FLOOD PROTECTION
RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND
COLLECTION OF OPERATIONS AND MAINTENANCE ASSESSMENTS
WITHIN THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT
FOR FISCAL YEAR 2024-2025**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA
FLOOD CONTROL AGENCY, AS FOLLOWS:

1. That the Annual Engineer's Report (Report) as presented, is hereby approved, and is ordered to be filed in the Office of the Secretary of the Board as a permanent record and to remain open to public inspection.

2. That the following notice duly given, the Board of Directors has held a full and fair public hearing regarding the San Joaquin Area Flood Control Agency's Assessment District (District), the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

3. That based upon its review of the Report, a copy of which has been presented to the Board of Directors and which has been filed with the Secretary of the Board, the Board of Directors hereby finds and determines that:

- i. The land within the District will be benefited by the operation, maintenance and servicing of the improvements located within the boundaries of the District;
- ii. The District includes all of the lands so benefited; and,
- iii. The net amount to be assessed upon the lands within the District for the fiscal year commencing July 1, 2024, and ending June 30, 2025, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the benefits to be received by each parcel from the improvements and services.

4. That the maintenance and operation of the improvements shall be performed pursuant to the *Municipal Improvement Act of 1913, being Part 2 Division 12, of the Streets and Highways Code of the State of California, beginning with Section 10000* (Act) and shall include costs for personnel, utilities (water, electric, and other), purchase of maintenance equipment, weed abatement (herbicide spraying, mowing, and debris burning), rodent control, Aquatic Weed Control

Program on Five Mile Slough, maintenance of levee patrol and access roads, sedimentation removal, erosion control, patrolling and inspecting of facilities, maintenance of detention basin No. 1 pumps, pump station operation and maintenance, flood wall repairs, graffiti removal, providing an “emergency repair fund” and other applicable operation, maintenance and repair costs to be incurred annually as determined by the Board of the San Joaquin Area Flood Control Agency to maintain the level of benefit to the assessed parcels in the District.

5. That the County of San Joaquin Auditor-Controller shall enter on the County Assessment Roll, opposite each eligible parcel of land, the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 2, Section 10100.8* of the Act.

6. That the County of San Joaquin Auditor-Controller shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the District and such money shall be expended only for the maintenance, operation and servicing of the improvements described in Section 4.

7. That the adoption of this Resolution constitutes the District levy for the fiscal year commencing July 1, 2024, and ending June 30,

8. That the Secretary of the Board, or their designate, is hereby authorized and directed to file the levy with the County of San Joaquin Auditor-Controller upon adoption of this Resolution.

9. That the adoption of this Resolution approves the following appropriations:

- a. A one-time \$213,555 transfer from the O&M reserve fund to cover the additional funding requested by the District in the proposed FY 2024-2025 budget.
- b. A \$100,000 appropriation from the O&M reserve fund authorizing the Executive Director to use these funds (up to \$100,000) to promptly deal with emergencies, or to authorize additional work needed, but not included in the O&M budget.

These appropriations will not affect the proposed fiscal year 2024-2025 assessment rate and will be funded from the unexpended balance in the O&M reserve fund carried forward from the previous years' O&M assessments.

PASSED, APPROVED AND ADOPTED this 16TH day of May 2024.

PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Agenda Item 5.2

May 16, 2024

TO: Board of Directors of the San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director
Board Ad Hoc Committee (Vice Chair Canepa and Director Wright)

SUBJECT: APPROVE TERM SHEET FOR PURCHASE OF EXCESS FEDERAL CREDITS FROM THE SUTTER BUTTE FLOOD CONTROL AGENCY BY THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

RECOMMENDATION

Approve the Term Sheet for purchase of Excess Federal Credit generated from the Sutter Basin Flood Risk Reduction Project that was completed by the Sutter Butte Flood Control Agency (SBFCA) to benefit the Lower San Joaquin River (California) Project being implemented by the San Joaquin Area Flood Control Agency (SJAFCA).

SUMMARY

At its meeting on April 21, 2022, the Board of Directors received information, and provided feedback on the proposal to have SJAFCA participate in an inter-basin transfer of excess federal credits from SBFCA to advance the Lower San Joaquin River (California) Project (Exhibit 1). After receiving feedback from the Board, staff was authorized to enter into a MOU which created the opportunity to negotiate purchase of unused credit from SBFCA at a cost that would be lower than full cash payment for the nominal value of the excess credit for benefit of the. Concurrent with authorization to enter MOU, the board also appointed an ad hoc committee to direct and oversee the negotiations between staff of both SBFCA and SJAFCA. The result of those negotiations is a Term Sheet that is brought before the board for discussion and approval.

BACKGROUND

SJAFCA is engaged in numerous flood risk reduction efforts in the San Joaquin River Watershed, including its role as a non-Federal sponsor (along with the State of California) for the Federally authorized Lower San Joaquin River (California) Project (Phase I). The Phase I San Joaquin Project was authorized by the America's Water Infrastructure Act of 2018 ("AWIA 2018") (Public Law 115-270) Title I, Subtitle D, Section 1401. In its role as a non-Federal sponsor, SJAFCA is obligated to pay a cost share to the Federal government for the San Joaquin Project. SJAFCA's cost share is approximately 10% of the project costs.

The Sutter Butte Flood Control Agency ("SBFCA") is also engaged in numerous flood risk reduction efforts in the Feather River Watershed, including its role as a non-Federal sponsor (along with the State of California) for the Federally authorized Sutter Basin Flood Risk Reduction Project ("Sutter Basin Project"). The Sutter Basin Project was authorized by the Water Resources Reform and Development Act of 2014 ("WRRDA 2014") (Public Law 113-121), Title VII, Section 7002(2) and amended by the Water Infrastructure Improvements for the Nation Act of 2016 ("WIIN 2016") (Public Law 114-322) Title I, Subtitle C, Section 1305

APPROVE TERM SHEET FOR PURCHASE OF EXCESS FEDERAL CREDITS FROM THE SUTTER BUTTE FLOOD CONTROL AGENCY BY THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

PAGE 2

The Sutter Basin Project has been completed, and due to construction advanced by SBFCA and the State of California for which the Federal government did not pay a cost share at the time of construction, SBFCA and the State of California have accumulated excess Federal credits. Under Federal law a federal credit may be used to pay a local cost share on the project for which the money was advanced. SBFCA, with assistance from the State of California, has advanced an effort to perfect the existing Federal credits so that they are recognized by the Federal government.

Section 1020 of WRRDA 2014, as amended by Section 1166 of WIIN 2016, provides authority for the Federal government to approve a comprehensive plan submitted by a non-Federal sponsor to allow for the transfer of excess credit from one authorized project to another. The State of California, with assistance from SBFCA, has advanced an effort to get permission to transfer excess Federal credits from the Sutter Basin Project to the San Joaquin Project.

DISCUSSION

The State of California desires to transfer its excess Federal credits that it holds from its investment in the Sutter Butte Project and apply those credits to its cost share obligations for the Phase I of the Lower San Joaquin River Project. SBFCA would like to sell its excess Federal credits and SJAFCA is a logical purchaser due to the efforts of the State of California to transfer credits from the Sutter Butte Project to the San Joaquin Project. Further, it makes sense for SJAFCA to purchase those credits if in doing so it can effectuate a cost savings for the region.

Both SJAFCA and SBFCA entered a MOU (hereby attached as Exhibit 2) which laid out a process for evaluating, negotiating, and pricing those credits. Following approval of the MOU, staff engaged a team of experts who helped on valuation and pricing of the credits to be transferred from SBFCA to SJAFCA. Under direction of the Board ad hoc committee, staff of both agencies have reached tentative agreement on terms of the sale (valuation, payment amount, and schedule), the Board is requested to consider and approve the Term Sheet (hereby attached as Exhibit 3) being recommended by staff and the Board Ad Hoc.

NEXT STEPS

Following approval of the Term Sheet by the Boards of both SJAFCA and SBFCA, staff will return to the Board with a Credit Transfer Agreement for consideration. In advance of Credit Transfer Agreement, staff of both SBFCA and SJAFCA will work together with the US Army Corps of Engineers and the State of California on a number of key credit process milestones (hereby attached as Exhibit 4).

FISCAL IMPACT

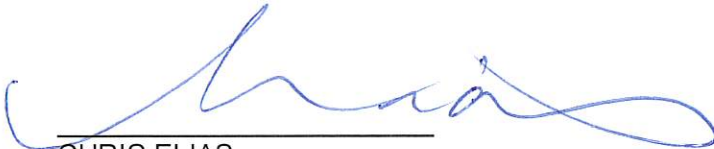
There is no cost associated with consideration and approval of the Term Sheet until a mutually agreeable Credit Transfer package and related processes have been completed. Once a Credit Transfer Agreement has been completed, it will be brought back for board consideration with all necessary financial details and schedules. However, for planning and information purposes, the total estimated value of the credit available for transfer is \$28.5 million; and it is being purchased for \$17.1 million. The tentative agreement provides for SJAFCA to make annual payments to SBFCA over 19 years.

**APPROVE TERM SHEET FOR PURCHASE OF EXCESS FEDERAL CREDITS FROM THE
SUTTER BUTTE FLOOD CONTROL AGENCY BY THE SAN JOAQUIN AREA FLOOD
CONTROL AGENCY**

PAGE 3

STRATEGIC PLAN CONSISTENCY ANALYSIS

Consideration and approval of the Term Sheet (hereby attached as Exhibit 3) implements the Mission and Goals of the Board-adopted Strategic Plan. Specifically, it is consistent with the Agency mission statement of "Reduce and Manage the Region's Flood Risk", Goal #1, "Plan for and Implement System Resiliency"; Goal #3, "Facilitate Funding Structures That Are Most Beneficial to Local Interests"; and Goal #4, "Support Appropriate, Mutually Beneficial Partnerships."



CHRIS ELIAS
EXECUTIVE DIRECTOR

Exhibits

1. Map Illustrating Potential Transfer of Credits from SBFCA to SJAFCA
2. Memorandum of Understanding Regarding the Perfection and Transfer of Credits As Between the Sutter Butte Flood Control Agency and the San Joaquin Area Flood Control Agency
3. Term Sheet Regarding Perfection and Transfer of Excess Federal Credits Between the Sutter Butte Flood Control Agency and the San Joaquin Area Flood Control Agency
4. Key Credit Process Milestones



DECEMBER 2022

EXHIBIT 1

Lower San Joaquin River Project

TRANSFER OF EXCESS NFS CREDIT BETWEEN BASINS IN CA CENTRAL VALLEY

TRANSFER REQUEST

Request approval of transfer of \$110.6 million in excess Sections 104 and 221 NFS credits from Sutter Basin to the \$1.4 billion Lower San Joaquin River Project (project) by August 2023.

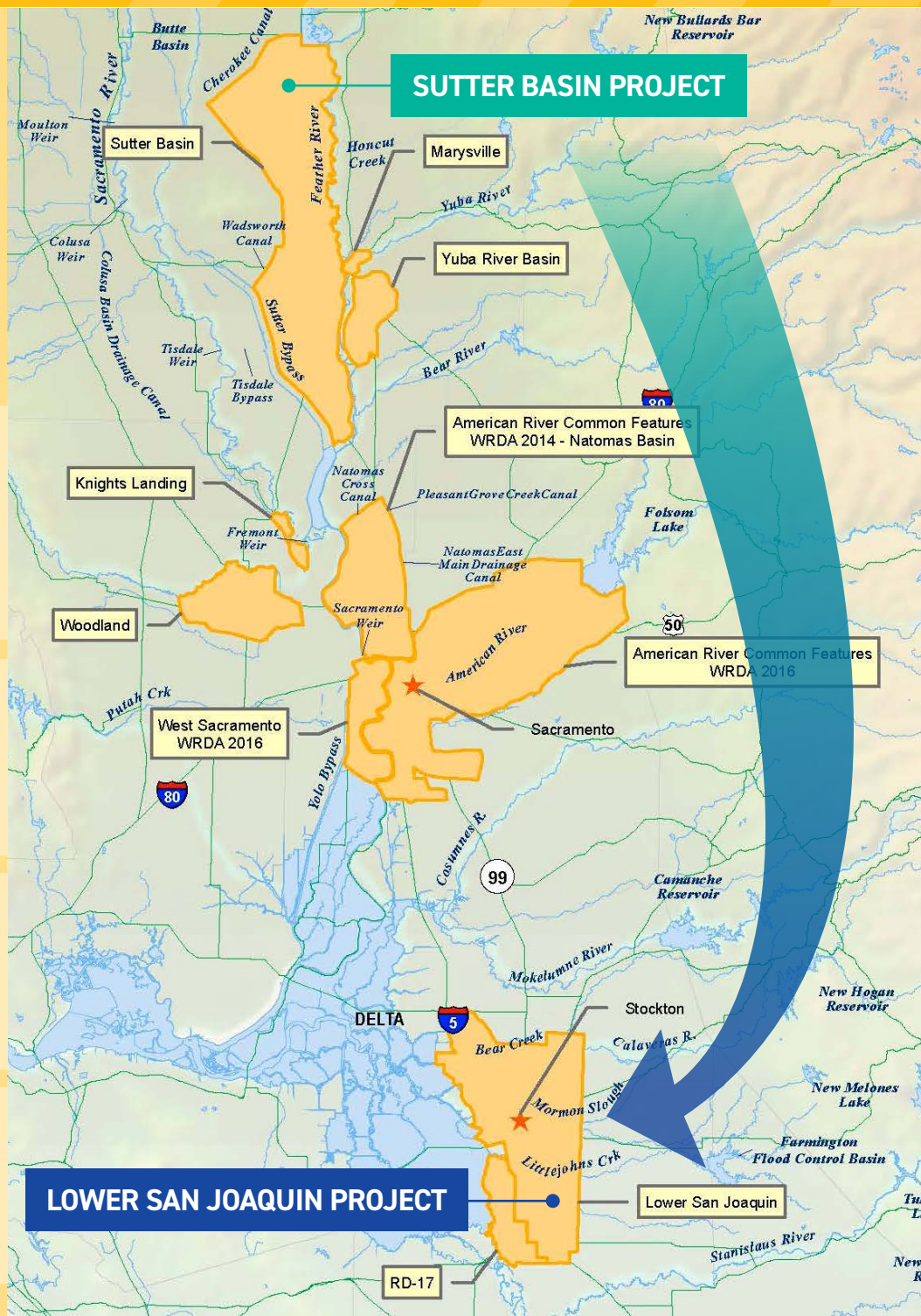
The credit transfer request is supported by the following:

Project is subject to extreme flood risk due to projected climate change impacts (riverine flooding and sea level rise)

Project has one of the highest benefit cost ratios in the country and protects 162,000 residents.

Project received Construction New Start in 2020 and continues to receive significant federal funding allocations

The project's benefiting area is disadvantaged, necessitating assistance with local cost share



**MEMORANDUM OF UNDERSTANDING
REGARDING THE PERFECTION AND TRANSFER
OF EXCESS FEDERAL CREDITS AS BETWEEN THE
SUTTER BUTTE FLOOD CONTROL AGENCY
AND THE
SAN JOAQUIN AREA FLOOD CONTROL AGENCY**

This Memorandum of Understanding (the “MOU”) is entered into by and between the San Joaquin Area Flood Control Agency (“SJAFCA”) and the Sutter Butte Flood Control Agency (“SBFCA”). This MOU shall be effective upon execution by both SJAFCA and SBFCA (the “Effective Date”).

RECITALS

WHEREAS, SBFCA is engaged in numerous flood risk reduction efforts in the Feather River Watershed, including its role as a non-Federal sponsor (along with the State of California) for the Federally authorized Sutter Basin Flood Risk Reduction Project (“Sutter Basin Project”).

WHEREAS, the Sutter Basin Project was authorized by the Water Resources Reform and Development Act of 2014 (“WRRDA 2014”) (Public Law 113-121), Title VII, Section 7002(2) and amended by the Water Infrastructure Improvements for the Nation Act of 2016 (“WIIN 2016”) (Public Law 114-322) Title I, Subtitle C, Section 1305

WHEREAS, the Sutter Basin Project has been completed, and due to construction advanced by SBFCA and the State of California for which the Federal government did not pay a cost share, SBFCA and the State of California have accumulated excess Federal credits.

WHEREAS, SBFCA, with assistance from the State of California, has advanced an effort to perfect the existing Federal credits so that they are recognized by the Federal government.

WHEREAS, Section 1020 of WRRDA 2014, as amended by Section 1166 of WIIN 2016, provides authority for the Federal government to approve a comprehensive plan submitted by a non-Federal sponsor to allow for the transfer of excess credit from one authorized project to another.

WHEREAS, the State of California, with assistance from SBFCA, has advanced an effort to get permission to transfer excess Federal credits from the Sutter Basin Project to other Federal projects.

WHEREAS, SJAFCA is engaged in numerous flood risk reduction efforts in the San Joaquin River Watershed, including its role as a non-Federal sponsor (along with the State of California) for the Federally authorized Lower San Joaquin River Flood Risk Reduction Project (“San Joaquin Project”).

WHEREAS, the Lower San Joaquin Project was authorized by the America’s Water Infrastructure Act of 2018 (“AWIA 2018”) (Public Law 115-270) Title I, Subtitle D, Section 1401.

WHEREAS, in its role as a non-Federal sponsor, SJAFCA is obligated to pay a cost share to the Federal government for the San Joaquin Project, and some portion of that cost share may be paid through the use of Federal Credits.

December 3, 2021

WHEREAS, SBFCA would like to sell excess Federal credits to SJAFCA and SJAFCA would like to purchase those credits to effect overall cost savings on the required payments for the San Joaquin Project.

WHEREAS, the State of California desires to also transfer excess Federal credits that it holds from its investment in the Sutter Butte Project and apply those credits to its cost share obligations for the San Joaquin Project.

NOW, THEREFORE, the two Parties hereby agree as follows:

AGREEMENT

1. **Statement of Shared Goals.** The Parties are each public agencies that are seeking to maximize their resources for the benefits of their residents. They each intend to work in good faith and in a collaborative manner to effectuate the transfer of the excess Federal credits for each of their benefits.
2. **Federal Credits.** The following steps and timeline are expected to apply to perfection and transfer of Federal credits:

a.	Approval of Comprehensive Plan	TBD
b.	Approval of Integral Determination Report (IDR)	TBD
c.	Approval of Lands, Easements, Rights-of-Way, Relocations and Disposal Sites (LERRD) costs	TBD
d.	Project Partnership Agreement (PPA) amendments	TBD
e.	Final Accounting	TBD

3. **Commitments and Understandings.** In furtherance of the foregoing shared goals, the Parties agree to the following commitments.
 - A. **SBFCA Commitments.** Pursuant to a contract with the State of California SBFCA has an independent obligation to perfect the Federal credits. As a result, the Parties agree that SBFCA's costs in perfecting those credits shall be born solely by SBFCA. Further, any consultant time to perform work requested by SBFCA shall be borne by SBFCA. SBFCA shall be obligated to work diligently in its efforts to perfect the credits and agrees to timely respond to requests from SJAFCA or the State of California for information regarding the process.
 - B. **SJAFCA Commitments.** Any consultant time to perform work requested by SJAFCA shall be borne by SJAFCA. This includes any information about the San Joaquin project needed by SBFCA as part of its efforts to perfect the credits. SJAFCA agrees to timely respond to requests from SBFCA or the State of California for information regarding the process.

December 3, 2021

- C. *Transfer Agreement.*** SBFCA and SJAFCA agree to meet, no later than three months prior to the expected date for approval by the Federal government of the Comprehensive Plan submitted by the State of California to the Federal government. At that time SBFCA and SJAFCA intend to negotiate the cost of the sale and purchase of Federal Credits and any other remaining terms associated with the transfer of credits and will work in good faith to execute a final Transfer Agreement in a timely manner.
- D. *Joint Understandings Regarding Consultants.*** SBFCA and SJAFCA have both independently retained Larsen Wurzel & Associates (LWA) and Downey Brand to represent them on these matters. In recognition of the potential conflict of interest from being represented by the same consultants, each has signed a conflict waiver to allow LWA and Downey Brand to do their work. In regard to this MOU, SBFCA and SJAFCA through their Executive Directors, have negotiated the terms of this MOU and LWA and Downey Brand have acted as scriveners in recording that agreement.
- 4. *No Third-Party Beneficiaries.*** This MOU is intended solely for the benefit of the Parties and shall not be construed to create any rights for any other person or entity.
- 5. *Fiscal Effect.*** This MOU does not obligate either party to buy or sell Federal credits. The only costs to be incurred as a result of executing this MOU are associated with the continued efforts of consultants already under contract. Any endeavor involving fiscal or funds obligation between both parties will be handled in a separate written agreement authorized by the respective governing bodies of the Parties.
- 6. *Amendments.*** Subsequent modifications of this MOU shall not be valid or effective unless set forth in writing and signed by the two Parties.
- 7. *Term.*** This MOU shall remain in effect from the Effective Date until such time as (i) terminated by the agreement of the Parties, (ii) replaced by a Transfer Agreement negotiated pursuant to Section 3(c) of this MOU, or (iii) the passage of three years from the Effective Date if no further work has been performed to perfect the credits.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates specified in the signature block below.

San Joaquin Area Flood Control Agency

By:

Chris Elias, Executive Director

Date

Approved as to form: Scott L. Shapiro

Date:

December 3, 2021

Sutter Butte Flood Control Agency

By: _____
Michael Bessette, Executive Director

_____ Date

Approved as to form: Scott L. Shapiro

Date: _____

DRAFT

**TERM SHEET REGARDING
THE PERFECTION AND TRANSFER
OF EXCESS FEDERAL CREDITS
BETWEEN THE
SUTTER BUTTE FLOOD CONTROL AGENCY
AND THE
SAN JOAQUIN AREA FLOOD CONTROL AGENCY**

This Term Sheet Regarding the Perfection and Transfer of Excess Federal Credits ("Term Sheet") is entered into by and between the San Joaquin Area Flood Control Agency ("SJAFCA") and the Sutter Butte Flood Control Agency ("SBFCA"). This Term Sheet is intended to record preliminary agreement of terms as between the Parties.

RECITALS

WHEREAS, SBFCA is engaged in numerous flood risk reduction efforts in the Feather River Watershed, including its role as a non-Federal sponsor (along with the State of California) for the Federally authorized Sutter Basin Flood Risk Reduction Project ("Sutter Basin Project").

WHEREAS, the Sutter Basin Project was authorized by the Water Resources Reform and Development Act of 2014 ("WRRDA 2014") (Public Law 113-121), Title VII, Section 7002(2) and amended by the Water Infrastructure Improvements for the Nation Act of 2016 ("WIIN 2016") (Public Law 114-322) Title I, Subtitle C, Section 1305

WHEREAS, the Sutter Basin Project has been completed, and due to construction advanced by SBFCA and the State of California for which the Federal government did not pay a cost share, SBFCA and the State of California have accumulated excess Federal credits.

WHEREAS, SBFCA, with assistance from the State of California, acting by and through the Central Valley Flood Protection Board (CVFPB) and the California Department of Water Resources (DWR), has advanced an effort to perfect the existing Federal credits so that they are recognized by the Federal government.

WHEREAS, Section 1020 of WRRDA 2014, as amended by Section 1166 of WIIN 2016, provides authority for the Federal government to approve a comprehensive plan submitted by a non-Federal sponsor to allow for the transfer of excess credit from one authorized project to another.

WHEREAS, the State of California, with assistance from SBFCA, has advanced an effort to get permission to transfer excess Federal credits from the Sutter Basin Project to other Federal projects, and the U.S. Army Corps of Engineers ("USACE") has approved the Comprehensive Plan that has been submitted.

WHEREAS, SJAFCA is engaged in numerous flood risk reduction efforts in the San Joaquin River Watershed, including its role as a non-Federal sponsor (along with the State of California) for the Federally authorized Lower San Joaquin River Flood Risk Reduction Project ("San Joaquin Project").

March, 2024

WHEREAS, the Lower San Joaquin Project was authorized by the America's Water Infrastructure Act of 2018 ("AWIA 2018") (Public Law 115-270) Title I, Subtitle D, Section 1401.

WHEREAS, in its role as a non-Federal sponsor, SJAFCA is obligated to pay a cost share to the Federal government for the San Joaquin Project, and some portion of that cost share may be paid through the use of Federal credits.

WHEREAS, SBFCA would like to sell excess Federal credits to SJAFCA and SJAFCA would like to purchase those credits to effect overall cost savings on the required payments for the San Joaquin Project.

WHEREAS, the State of California desires to also transfer excess Federal credits that it holds from its investment in the Sutter Butte Project and apply those credits to its cost share obligations for the San Joaquin Project.

WHEREAS, SJAFCA has initiated and formed a Proposition 218 special benefit assessment district to raise revenue to pay for the local share of the San Joaquin Project.

WHEREAS, the purpose of this Term Sheet is to establish principles and a process for the Parties to execute a final and binding agreement in 2024.

NOW, THEREFORE, the two Parties hereby agree as follows:

TERMS

1. **Steps and Timeline.** The following steps and timeline are expected to apply to perfection and transfer of Federal credits:

	Step	Potential timing
a.	Execution of Transfer Agreement	'24
b.	Project Partnership Agreement (PPA) amendments	Jul-Dec '24
c.	Completion by USACE of the final credit accounting	Dec '24

2. **Proposed Terms of Transfer.** The Parties have negotiated the following terms for a transfer of credit:

- A. **Conditions Precedent to SJAFCA Obligation to Pay.** The following two conditions must occur before SJAFCA has an obligation to make a payment to SBFCA: (1) Successful amendment of both Project Partnership Agreements between USACE and CVFPB/SBFCA on the one hand, and CVFPB/SJAFCA on the other; and (2) USACE has made the credit available to the Lower San Joaquin Project such that any cash calls for that Project are lower than they otherwise would have been.

March, 2024

- B. Negotiated Exchange Rate for Credits.** SJAFCA intends to pay to SBFCA an amount equal to 60% of SBFCA's share of the total credit transferred.
- C. Payment.**
- a. Timing of Payments.** SJAFCA will make payments, as defined in term b below, annually to SBFCA, prior to the last day of June of each year. The first payment will be due on or before June 30, 2026 and the last payment will be made on or before June 30, 2044.
 - b. Amount of Payments.** SJAFCA will annually pay to SBFCA an amount equal to the amount that SJAFCA saved (as a result of the credit transfer) when making payments to USACE during that year multiplied by the percentage in 2.A. above (the "Annual Saving Component"), subject to any additional payment required under this term sheet to achieve a minimum payment obligation ("Minimum Payment Component"). The minimum payment obligation each year shall be based on the total amount of the credit transferred multiplied by the percentage in 2.B. divided by the 19 years of payments. Thus, the total payment made in each year shall be the Annual Savings Component, which shall be adjusted upward by the Minimum Payment Component if the actual cumulative payments made by SJAFCA do not total the annual minimum payment multiplied by the number of years of payments to date. The attached Excess Credit Transfer Minimum Payment and True-up Summary provides three examples.
 - c. Calculation of Payment.** SJAFCA agrees to annually cause a report to be generated, prior to June 30th, with time for SBFCA review, that provides documentation of the basis of the payment, and to share the report with SBFCA at the time of the payment. If SJAFCA contracts externally to prepare that report, SBFCA agrees to pay half of the costs to generate the report, and the external organization shall bill SJAFCA and SBFCA for one half of the costs each. SBFCA and SJAFCA agree to work in good faith with the external organization on the first report to ensure agreement on methodology and the form of reporting.
 - d. Prepayment.** With 30 days' notice SJAFCA may pay some or all of the remaining obligation at any time.
- D. Method and Cost for Payment.** SJAFCA will make the payment by electronic wire.
- E. Transfer Agreement.** SBFCA and SJAFCA agree to meet following approval of this term sheet to draft and execute the final transfer agreement.
- F. Consequences of Breach.** The Parties intend for the Transfer Agreement to provide that in the event either Party does not perform the terms of the Transfer Agreement, then upon the request of either party the Parties agree to non-binding mediation no later than 90-days after the request, and to request that the CVFPB and DWR participate in the mediation as a neutral third party. If mediation is not successful, then the parties agree to binding arbitration.
- G. Further Transfer or Forces Outside the Parties' Control.** SJAFCA shall have the right to transfer some or all of the excess credit to another party or project so long as it continues to assure payments to SBFCA on the same schedule and in compliance with

3. **Amendments.** Subsequent modifications of this document shall not be valid or effective unless set forth in writing and signed by the two Parties.
4. **Term.** This document shall remain in effect until such time as (i) terminated by the agreement of the Parties or (ii) replaced by a Transfer Agreement.
5. **Role of Downey Brand.** The Parties reiterate their understanding that Downey Brand represents both Parties and therefore cannot negotiate the terms of this Term Sheet or the final Transfer Agreement and is only acting as a Scribner.

San Joaquin Area Flood Control Agency

Date: _____

Approved as to form: Scott L. Shapiro
Date: 4/29/2024

Federal Excess Credit Transfer from SBFCA to SJAFCA

MILESTONE	DATE
Execute Memorandum of Understanding between SBFCA and SJAFCA	May 2022
SBFCA and SJAFCA Board updates	March 2023
Board subcommittees terms negotiation Meeting 1	April 6, 2023
Board subcommittees terms negotiation Meeting 2 (optional)	TBD
Term sheet preparation	April/May 2023
SBFCA staff report	May 3, 2023
SBFCA Board meeting to approve term sheet	May 10, 2023
SJAFCA staff report	May 11, 2023
SJAFCA Board meeting to approve term sheet	May 18, 2023
SJAFCA's Prop 218 assessment vote	June 2023
Approval of Integral Determination Report by USACE South Pacific Division (SPD)	September 2023
Approval of Comprehensive Plan by USACE and Assistant Secretary of the Army for Civil Works	November 2023
Execute Transfer Agreement between SBFCA and SJAFCA	January 2024
Execute Project Partnership Agreement Amendments	May 2024
Approval of Lands, Easements, Rights-of-Ways, Relocations and Disposal Sites Package by USACE	TBD
Final Credit Accounting	TBD
Payment Plan	TBD

Agenda Item 5.3

TO: Board of Directors

May 16, 2024

FROM: Chris Elias, Executive Director

SUBJECT: **AUTHORIZATION TO EXECUTE IRRIGATION AGREEMENT AND RIGHT-TO-ENTER AND CONSTRUCT IMPROVEMENTS BETWEEN ELMWOOD PARTNERS L.P. AND SAN JOAQUIN AREA FLOOD CONTROL AGENCY FOR STAGING AREA IN SUPPORT OF THE LOWER SAN JOAQUIN RIVER REACH TS30L LEVEE IMPROVEMENT**

RECOMMENDATION

Adopt a resolution authorizing the Executive Director to negotiate and execute the Irrigation Agreement and Right-To-Enter and Construct Improvements between Elmwood Partners L.P. and the San Joaquin Area Flood Control Agency (SJAFC) for staging area (APN 071-150-060) in support of the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement for a not-to-exceed amount of \$152,325.86.

SUMMARY

An irrigation and right-to-enter agreement between Elmwood Partners L.P. and SJAFC is needed to allow the tenant farmer of Elmwood Partners to install drainage pipes which will be used to divert water from the adjacent slough, and away from the staging area, onto adjacent farmlands. Diversion of irrigation water is necessary to prepare and maintain the staging area in dry condition ahead of the Lower San Joaquin River TS30L levee construction which is scheduled to start April 2025.

The 9.8 acres staging area will be used for storing borrow material, on-site slurry bentonite slurry mixing ponds, riprap for slope protection, equipment needed for the levee construction and slurry cutoff trench; and construction trailers. Soil bentonite slurry is made by mixing the bentonite and water, pumped to the excavated trench, and mixed on-site with some of the excavated trench soils, then placed back in the trench for construction of the Lower San Joaquin River Reach TS30L Levee Improvement, California Project.

DISCUSSION

PROJECT BACKGROUND

On July 5, 2022, the United States Army Corps of Engineers (USACE) provided the Non-Federal Sponsors a Take Letter that included the 9.8 acres staging area (APN 071-150-060) for the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement. On October 2, 2023, Elmwood Partners executed a Right-of-Entry allowing the State of California, Department of Water Resources to undertake the following activities on APN: 071-150-060: access, survey, staging, stockpiling, construction, a haul route, utility potholing, vegetation removal and elderberry plant relocation. The staging area is currently leased to a farmer for active cultivation. It is currently farmed as a rice field like other farms in the area. Rice cultivation requires an irrigation method that floods the fields with about two to four inches of water which is maintained over the growing

AUTHORIZATION TO EXECUTE IRRIGATION AGREEMENT AND RIGHT-TO-ENTER AND CONSTRUCT IMPROVEMENTS BETWEEN ELMWOOD PARTNERS L.P. AND SAN JOAQUIN AREA FLOOD CONTROL AGENCY FOR STAGING AREA IN SUPPORT OF THE LOWER SAN JOAQUIN RIVER REACH TS30L LEVEE IMPROVEMENT

PAGE 2

season. The area earmarked for staging lot is irrigated by flows from White Slough through a pair of siphons to the hundreds of acres of rice fields. Keeping the area dry and isolated from the rest of the rice farms requires diverting the flow from White Slough through a set of irrigation pipes. The agreement with Elmwood Partners is to maintain the staging parcel in dry condition for three years; thus, taking the 9.8-acre property out of production during the three-year period. After the completion of construction of the LSJR TS30L levee reach, the staging parcel will go back to its original use as a rice farm.

On April 18, 2024, SJAFCA's Board approved contract amendment No.5 to Bender Rosenthal Inc. (BRI) to complete the real estate acquisition of the Lower San Joaquin River (California) Project, Reach TS30L Levee Improvement. Since then, BRI has assisted SJAFCA in negotiating and completing the Irrigation Agreement and Right-To-Enter and Construct Improvement between SJAFCA and Elmwood Partners L.P. for acquisition and use of the dry staging area at a not-to-exceed cost of \$152,325.86 for three years.

PRESENT SITUATION

Construction of the Lower San Joaquin River (California) Project Reach TS30L Levee is scheduled for April 2025 through September 2026. The former tenant of Elmwood Partners L.P. has been informed to discontinue farming on the 9.8 acres intended to serve as a staging area beginning from the 2024 rice cultivation and growing season. Rice fields farming requires the fields to be flooded with water; therefore, it is necessary to have the staging area completely in dry condition and ready to be utilized as a staging area for TS30L levee construction. SJAFCA and Elmwood Partners have agreed to the irrigation modifications to the staging area as shown in attached Exhibit 'B' and to the cost provided as shown in Exhibit 'D'.

STAFF RECOMMENDATION

It is recommended that SJAFCA's Board of Directors approve a resolution authorizing the Executive Director to negotiate and execute the Irrigation Agreement and Right-To-Enter between Elmwood Partners L.P. and SJAFCA for staging area (APN 071-150-060) in support of the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement for a not-to-exceed amount of \$152,325.86 over a three-year period.

FISCAL IMPACT

The execution of the Irrigation Agreement and Right-To-Enter and Construct Improvement on the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement, involves securing 9.8 acres of farmland for staging area at a not-to-exceed cost of \$152,325.86 over a three-year period, and this amount is accounted for in the 2023/2024 budget for the overall Lower San Joaquin River project.

**AUTHORIZATION TO EXECUTE IRRIGATION AGREEMENT AND RIGHT-TO-ENTER AND
CONSTRUCT IMPROVEMENTS BETWEEN ELMWOOD PARTNERS L.P. AND SAN
JOAQUIN AREA FLOOD CONTROL AGENCY FOR STAGING AREA IN SUPPORT OF THE
LOWER SAN JOAQUIN RIVER REACH TS30L LEVEE
IMPROVEMENT**

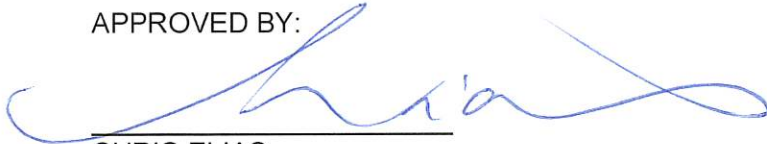
PAGE 3

STRATEGIC PLAN CONSISTENCY ANALYSIS

Consideration and approval of Irrigation Agreement and Right-To-Enter and Construct Improvement on the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement implements the Mission and Goals of the Board-adopted Strategic Plan. Specifically, it is consistent with the Agency mission statement of "Reduce and Manage the Region's Flood Risk", Goal #1, "Plan for and Implement System Resiliency"; and Goal #4, "Support Appropriate, Mutually Beneficial Partnerships."

PREPARED BY: OMAR AL-HINDI, EXECUTIVE PROJECT MANAGER

APPROVED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments:

1. Irrigation Agreement (Elmwood-SJAFCA) Irrigation Agreement and Right-To-Enter and Construct Improvement
2. Exhibit 'A' Legal Description
3. Exhibit 'B' Staging Lot Location and Irrigation Improvements Plan
4. Exhibit 'C' Right-of-Entry
5. Exhibit 'D' Cost Estimate by Southwest Pacific Irrigation Submitted through Elmwood Partners, L.P.

**IRRIGATION AGREEMENT AND RIGHT TO ENTER AND CONSTRUCT
IMPROVEMENTS**

SAN JOAQUIN COUNTY, APN: 071-150-060

This IRRIGATION AGREEMENT AND RIGHT TO ENTER AND CONSTRUCT IMPROVEMENTS (“Agreement”) is entered into and is effective on the latest date next to the signatures on the last page. It is among **Elmwood Partners, L.P., a California Limited Partnership** (collectively “Owner”), and **San Joaquin Area Flood Control Agency** (“Agency”). For purposes of this Agreement, the Agency’s officers, employees, representatives, contractors, and subcontractors shall be collectively referenced herein as “Agency’s Representatives.” Owner and Agency may be referred to herein individually as “Party” and collectively as “Parties.”

FACTS AND CIRCUMSTANCES

This Agreement is made with reference to the following facts and circumstances, among others:

A. Agency is engaged in a public works project to repair certain levees within San Joaquin, California, for the purpose of providing greater protection from flooding. As part of the public works project, Agency is constructing TS30L -Tenmile Slough for the San Joaquin River Basin, Lower San Joaquin River, California Project (the “Project”) in order to improve the Lower San Joaquin River levees that protect communities in San Joaquin County.

B. Owner owns property in San Joaquin County identified as APN 071-150-060 that is adjacent to and includes portions of the Lower San Joaquin River.

C. Agency has secured a Right of Entry for APN 071-150-060 to construct levee improvements. These portions of APN 071-150-060 as more particularly depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”).

D. Owner has a functioning irrigation system serving APN 071-150-060, some portions of which are located on the Property as more particularly depicted in **Exhibit B** attached hereto and incorporated herein by this reference (irrigation facilities).

E. As part of the Project, it will be necessary to design and construct modifications to the irrigation system on the Property, including the removal and relocation of certain pipelines.

F. Bids have been obtained by the Owner for the design and installation of the proposed modifications to the irrigation system on the Property, and the Owner has shared that information with the Agency.

**IRRIGATION AGREEMENT AND RIGHT TO ENTER AND CONSTRUCT
IMPROVEMENTS**

NOW, THEREFORE, in mutual consideration of the promises made herein, the Parties agree as follows:

1. **Rights and Obligations of Owner.**

a. ***Removal of Irrigation System by July 1, 2024.*** Owner expressly agrees that the existing irrigation facilities (including but not limited to pipes) on the Property depicted in **Exhibit A** attached hereto and incorporated herein by this reference shall be removed or abandoned on or before July 1, 2024 (hereinafter collectively referred to as the "Irrigation Work"). Prior to the start of any construction activities, Owner must contact USA Underground to delineate any utilities within the Property. In addition, Owner must protect in place a 30" sanitary sewer force main. Owner may engage the services of a contractor of the Owner's own choosing or self-perform the Irrigation Work.

b. ***Payment.*** Agency shall pay Owner the cost of the design and installation of the Irrigation Work in the amount of \$152,325.86 depicted in **Exhibit D** attached hereto. Payment shall be made by Agency in two (2) equal installments. The Owner must notify the Agency of the start date of construction. The first installation shall be made within 30 days after the start of construction. The second installment shall be made within 30 days of receipt of an invoice demonstrating that the work has been completed. It is agreed, between the Parties hereto, that the Agency's check shall be made payable to the Owner, and they shall conduct the Irrigation Work themselves and/or advance the funds to the contractor of their choice to perform the Irrigation Work.

c. ***Damages.*** Owner expressly acknowledges that the Irrigation Work shall be completed on or before July 1, 2024. The Parties expressly acknowledge and agree that Agency is in no way responsible for the success of the modifications to the irrigation system. Any damages, costs, litigation expenses, or other claims of any kind arising out of the failure to complete the Irrigation Work on or before July 1, 2024, shall be borne by Owner exclusively.

d. ***Offset.*** It is expressly understood by Owner that Agency shall have the right in any eminent domain action subsequently filed by Agency to acquire the Property to claim an offset against any claims by Owner for compensation for damage to or loss of the existing irrigation system, as well as an offset against any claim of loss of goodwill and/or severance damages, by virtue of Agency's payment for the Irrigation Work.

e. ***Waiver of Objections to Taking.*** Owner retains all rights to claim just compensation in any eminent domain action, provided, however, that upon payment by Agency for the Irrigation Work, Owner shall waive any and all objections to Agency's right to take the Property.

2. Rights and Obligations of Agency.

a. ***Permission to Enter After October 2, 2023.*** Permission is hereby granted by Owner to Agency and Agency's Representatives to enter onto the Property on and after October 2, 2023, per the executed Right of Entry from Owner and the State of California Department of Water Resources on behalf of the Sacramento San Joaquin Drainage District (SSJDD), acting by and through the Central Valley Flood Protection Board, depicted in **Exhibit C** for the purpose of constructing levee improvements, together with the right of ingress and egress in connection therewith, to deposit equipment and construction materials, and to take all other actions that may be reasonably necessary to construct levee improvements (hereinafter collectively referred to as "Construction Work"). All existing utilities, fences, pavements, and other structures located within the portions of the Property that Agency will seek to acquire from Owner in fee and easement will be removed by the Project contractor or relocated by others in order to complete the Construction Work.

b. ***As-Is Condition of Property.*** Agency acknowledges that Owner has made no representation or warranty of any kind or nature whatsoever regarding the condition of the Property. Agency agrees to accept the Property in its AS-IS condition and acknowledges that Agency has conducted, or has had the opportunity to conduct, any and all inspections of the condition of the Property that Agency deems necessary or desirable.

c. ***Coordination with Owner Regarding Construction Work.*** Agency shall coordinate its proposed activities with Owner to ensure that the Construction Work on the Property is conducted in a manner that will not unreasonably interfere with the use and enjoyment of the Property by Owner and other authorized users, outside the limits of the Construction Work as described in the Project plans.

d. ***Insurance.*** During the term of this Agreement and any extension thereof, Agency shall ensure that the contractor performing the Construction Work obtains and thereafter maintains insurance with a combined single limit of liability not less than \$1 million. Agency shall also require its contractor to carry worker's compensation insurance as required by law.

e. ***Removal of Equipment and Debris.*** Agency agrees that immediately prior to the termination of this Agreement, it will remove from the Property all construction equipment, tools, and building materials associated with the Construction Work and any trash, and other debris, deposited during construction and restore the entire site to an equal or better condition. The irrigation facilities are to remain in place and Owner is responsible for any of the maintenance and repairs of the irrigation facilities.

3. **Term.** This Agreement shall be effective upon the execution by the Parties and shall remain in full force and effect until December 31, 2026, unless terminated earlier due to the completion of the Construction Work.

4. **Compensation not Waived, Date of Value.** It is understood that this Agreement is not a waiver in any way of the right of compensation for the Property or of any remedy authorized by law to obtain such compensation. Owner and Agency

specifically agree that the date of value in any proceeding to determine compensation shall be April 2024. The date of possession shall also be October 2, 2023.

5. **Agency Obligation to Appraise Property and Compensate Owner.** Agency will hereafter appraise the Property and offer the appraised value as just compensation for the acquisition of the Property. Just compensation will be paid for:

- a. The permanent property interests being acquired.
- b. The permanent road property interests being acquired.
- c. Any temporary property interests being acquired.
- d. Damages, if any, to the remainder of Owner's property.

The appraisal will take into account any loss of trees resulting from the Project, as well as any other improvements that the Owner has not already been compensated for pursuant to the terms of this Agreement.

6. **Property to be Kept Free of Encumbrances.** Agency shall defend, hold harmless, and indemnify Owner from any and all third party claims arising out of the Construction Work, including, without limitation, any claim or liability in any way connected with the failure of Agency to pay any of its contractors or subcontractors, or the failure of any contractor or subcontractor of Agency to pay any person(s) referred to in Section 9100 of the California Civil Code.

7. **Liability and Indemnity.** Owner shall not be liable for any loss, damage, or injury of any kind or character to any person, entity, or property arising from Agency's or its employees', agents', assigns', or contractors' use of the Property, or any portion thereof, or by any act or omission by Agency under this Agreement, or by any of Agency's Representatives, licensees, or invitees, or by or from any accident on the Property arising out of this Agreement, or by any fire or other casualty thereon, occasioned by the failure of Agency to maintain the Property in a safe condition. The Agency shall defend, hold harmless, and indemnify Owner from any loss, liability, or damage resulting from the activities of Agency, Agency's Representatives, or anyone acting pursuant to authorization from Agency in relation to the Property. However, Agency shall have no obligation to indemnify Ownes for any loss, liability, or damage caused by the acts or omissions of Ownes, or any of Owner's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

8. **Compliance with Laws.** Agency shall be responsible to comply with any and all applicable laws, rules, regulations and ordinances in connection with the Construction Work pursuant to this Agreement.

9. **Assignment.** This Agreement is binding upon the Owner's and Agency's successors in interest, heirs, and assigns. Agency agrees that it will not voluntarily assign this Agreement to any other Party without Owner's prior written consent, which may be withheld in Owner's sole and absolute discretion. Agency may record this Agreement or a memorandum of this Agreement as against the Property to preserve its rights herein. Agency shall promptly release the recorded document on the

earlier of completion of all work contemplated by this Agreement or any termination of this Agreement.

10. **Time of the Essence.** Time is of the essence in this Agreement and every provision contained in this Agreement.

11. **Titles and Headings.** The title and headings of the sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections and recitals shall, unless otherwise stated, refer to the sections and recitals of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared the Agreement.

12. **Integration.** This Agreement, all attached exhibits, and all related documents referred to in this Agreement constitute the entire agreement between the Parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by writing fully executed by all Parties to this Agreement.

13. **Third Party Rights.** This Agreement has been made and is made solely for the benefit of Owner and Agency. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement.

14. **Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Agreement. This includes, without limitation, obtaining the consent and/or subordination from any holder of a deed of trust on the Property or obtaining the necessary consent of any other person or entity that has an interest in the Property.

15. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

16. **Waivers.** No waiver or breach of any provision shall be deemed a waiver of any other provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

17. **Incorporation of Exhibits.** All attached exhibits are incorporated in this Agreement by reference.

18. **Agency of Parties.** All persons executing this Agreement on behalf of a Party warrant that they have the authority to execute this Agreement on behalf of that Party.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective only upon the complete execution of this Agreement by Owner and Agency.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with California law.

21. **Notices.** All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given: (a) when hand-delivered to the other Party; or (b) three (3) business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the Parties as set forth below; or (c) the next business day after same have been deposited with Federal Express or a comparable national express courier, postage prepaid, addressed to the Parties as set forth below with next business day delivery guaranteed:

If to Agency:

Chris Elias
Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301
Stockton, CA 95219
chris.elias@stocktonca.gov
desk: (209) 937-8866

If to Owner:

Nelson Bahler
General Counsel
Elmwood Partners, LP
3255 West March Lane, Suite 400
Stockton, CA 958219
nbahler@grupe.com
desk: 209.473-6024

A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this paragraph, by giving the other Parties written notice of the new address in the manner set forth above.

Signature Page to Follow

**OWNER: ELMWOOD PARTNERS, L.P., A CALIFORNIA LIMITED
PARTNERSHIP**

By: _____
Nelson Bahler

Date: _____

AGENCY'S GENERAL COUNSEL APPROVAL

By: _____
Scott L. Shapiro
Executive Director

Date: _____

AGENCY: SAN JOAQUIN AREA FLOOD CONTROL AGENCY

By: _____
Chris Elias
Executive Director

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

PARCEL I: (APN: 071-150-04, 071-150-07 AND PORTION 071-150-06)

BEING PORTIONS OF SECTIONS 25 AND 36, TOWNSHIP 2 NORTH, RANGE 5, EAST, MOUNT DIABLO BASE AND MERIDIAN; AND SECTIONS 30 AND 31, TOWNSHIP 2 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND BEING THE 540.39 ACRE TRACT SHOWN ON MAP OF SURVEY OF ELMWOOD TRACT, RECORDED DECEMBER 15, 1925 IN BOOK OF SURVEYS, [VOL. 2, PAGE 67](#), SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT THE INTERSECTION OF THE CENTER OF THE LEVEE ON THE NORTH BANK OF THE SAN JOAQUIN RIVER AT ITS JUNCTION WITH THE SARGENT BARNHART LEVEE, SAID IRON PIPE BEING IN THE NORTH LINE OF PROPERTY OF CHAS. B. SMITH, AS DESCRIBED IN DEED RECORDED IN [BOOK "A" OF DEEDS, VOL. 157, PAGE 317](#), SAN JOAQUIN COUNTY RECORDS, SAID IRON PIPE BEING ALSO IN THE CENTER OF A 40 FOOT ROAD DESCRIBED IN DEED RECORDED IN [BOOK "A" OF DEEDS, VOL. 317, PAGE 258](#), SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE CENTER OF THE SARGENT BARNHART LEVEE AS FOLLOWS:

NORTH 41 DEGREES 20' EAST, 917.8 FEET; THENCE NORTH 33 DEGREES 37' EAST, 250.2 FEET; NORTH 39 DEGREES 43' EAST, 150.3 FEET TO AN IRON PIPE; NORTH 16 DEGREES 16' EAST, 98.6 FEET; NORTH 0 DEGREES 38' EAST, 73 FEET; THENCE ALONG THE CENTER OF THE LEVEE FORMING THE SOUTHERLY BOUNDARY OF THE ELMWOOD TRACT AS FOLLOWS:

NORTH 86 DEGREES 38' WEST, 330 FEET; SOUTH 48 DEGREES 37' WEST, 900 FEET; NORTH 88 DEGREES 24' WEST, 815 FEET TO AN IRON PIN; NORTH 79 DEGREES 02' WEST, 540 FEET; NORTH 79 DEGREES 02' WEST, 554.6 FEET; THENCE SOUTH 0 DEGREES 47' EAST, 39 FEET TO A POINT IN THE NORTH BANK OF THE SAN JOAQUIN RIVER, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 0 DEGREES 47' WEST, 3475 FEET TO A POINT IN THE CENTER OF AN 8 FOOT DITCH; THENCE ALONG THE CENTER OF SAID 8 FOOT DITCH AS FOLLOWS:

SOUTH 89 DEGREES 50' WEST, 252 FEET; NORTH 43 DEGREES 32' WEST, 2144 FEET TO A POINT MARKED "C" ON SAID MAP OF SURVEY OF ELMWOOD TRACT ON THE SOUTHERLY BANK OF TWELVE MILE SLOUGH; THENCE UPSTREAM ALONG THE SOUTHERLY BANK OF TWELVE MILE SLOUGH FOLLOWING ITS MEANDERS IN A GENERAL NORTHEASTERLY DIRECTION TO POINT MARKED "D" ON SAID MAP OR SURVEY OF ELMWOOD TRACT; THENCE NORTHEASTERLY ACROSS THE LEVEE FORMING THE NORTH BOUNDARY OF SAID ELMWOOD TRACT TO A POINT MARKED "E" ON SAID MAP OR SURVEY OF ELMWOOD TRACT; THENCE CONTINUE ALONG THE SOUTHERLY BANK OF TWELVE MILE SLOUGH IN A SOUTHEASTERLY DIRECTION TO A POINT MARKED "F" ON SAID MAP OR SURVEY OF ELMWOOD TRACT, SAID POINT "F" BEING IN LINE WITH THE CENTER OF THE SO-CALLED SARGENT BARNHART LEVEE, WHERE SAID SARGENT BARNHART LEVEE TURNS EAST UP TWELVE MILE SLOUGH; THENCE ALONG THE CENTER OF SARGENT BARNHART LEVEE, BEING THE LEVEE MENTIONED IN THE AGREEMENT BETWEEN M. D. EATON, ET AL, AND J. W. MOORE, ET AL, IN [BOOK "G" OF MISCELLANEOUS RECORDS, VOL. 29, PAGE 82](#), SAN JOAQUIN COUNTY RECORDS, AS FOLLOWS:

SOUTH 40 DEGREES 06 WEST, 29 FEET; SOUTH 40 DEGREES 06 WEST, 140.1 FEET; SOUTH 34 DEGREES 28' WEST 80.2 FEET; SOUTH 8 DEGREES 31' WEST, 101.1 FEET; SOUTH 8 DEGREES 33' EAST 101.1 FEET; SOUTH 22 DEGREES 58' EAST, 360.0 FEET: SOUTH 25 DEGREES 37' EAST, 270.0 FEET; SOUTH 14 DEGREES 32' EAST 109.5 FEET; SOUTH 7 DEGREES 22' EAST, 348.0 FEET; SOUTH 10 DEGREES 48' WEST, 120.0, FEET; SOUTH 16 DEGREES 53' WEST, 201.3 FEET; SOUTH 0 DEGREES 38'

EAST, 188.2 FEET; SOUTH 2 DEGREES 31' EAST 330 FEET; SOUTH 2 DEGREES 11' WEST, 230.1 FEET; SOUTH 0 DEGREES 25' EAST, 290 FEET; SOUTH 0 DEGREES 14' EAST, 300 FEET; SOUTH 0 DEGREES 43' WEST, 600 FEET; SOUTH 4 DEGREES 43' WEST, 100.2 FEET; SOUTH 3 DEGREES 36' WEST, 130.1 FEET; SOUTH 0 DEGREES 17' EAST, 410.2 FEET; SOUTH 1 DEGREES 24' WEST, 420 FEET, SOUTH 1 DEGREES 23' EAST, 160 FEET, SOUTH 2 DEGREES 35' EAST, 190 FEET; SOUTH 0 DEGREES 41' WEST, 250 FEET SOUTH 1 DEGREES 23' EAST, 140 FEET; SOUTH 0 DEGREES 38' WEST, 389 FEET, SOUTH 0 DEGREES 38' WEST, 73 FEET, SOUTH 16 DEGREES 16' WEST, 98.6 FEET TO AN IRON PIPE; SOUTH 39 DEGREES 43' WEST, 150.3 FEET; SOUTH 33 DEGREES 37' WEST, 250.2 FEET, SOUTH 41 DEGREES 20' WEST, 917.8 FEET TO THE IRON PIPE AT THE JUNCTION OF THE CENTER OF THE SARGENT BARNHART LEVEE WITH THE CENTER OF THE LEVEE ON THE NORTH BANK OF THE SAN JOAQUIN RIVER, SAID IRON PIPE BEING IN THE NORTH LINE OF PROPERTY OF CHAS. B. SMITH AND BEING ALSO IN THE CENTER OF A 40 FOOT COUNTY ROAD AS MENTIONED ABOVE; THENCE ALONG THE NORTH LINE OF PROPERTY OF CHAS B. SMITH, NORTH 89 DEGREES 48' WEST, 51 FEET TO A POINT IN THE NORTH BANK OF THE SAN JOAQUIN RIVER; THENCE DOWNSTREAM IN A NORTHWESTERLY DIRECTION CROSSING TEN MILE SLOUGH AND FOLLOWING ALONG THE SOUTHWEST SIDE OF UNRECLAIMED ISLAND, SAID SIDE BEING THE NORTH BANK OF THE SAN JOAQUIN RIVER TO THE SOUTHWEST CORNER OF SAID UNRECLAIMED ISLAND, THENCE FOLLOWING THE FORMER NORTH BANK OF THE SAN JOAQUIN RIVER DOWNSTREAM IN A WESTERLY DIRECTION CROSSING A DREDGER CUT TO THE SOUTH SIDE OF THE ELMWOOD TRACT AND CONTINUING ALONG THE SOUTH SIDE OF THE ELMWOOD TRACT; BEING THE NORTH BANK OF THE SAN JOAQUIN RIVER, DOWNSTREAM IN A WESTERLY DIRECTION TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THOSE PORTIONS CONVEYED TO ELOISE HELLER BY QUITCLAIM AND BOUNDARY LINE AGREEMENT RECORDED DECEMBER 11, 1944, IN BOOK OF OFFICIAL RECORDS, VOL. 907, PAGE 157, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM THAT CERTAIN PORTION OF LAND SHOWN AS "UNRECLAIMED" ISLAND SHOWN AND DELINEATED ON SURVEY MAP FILED FOR RECORD IN BOOK 2 OF SURVEYS PAGE 67, SAN JOAQUIN COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE PUBLIC ROAD AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DATED MARCH 11, 1996, ADJOINING SAID PROPERTY ON THE ABOVE DESCRIBED LAND, A CERTIFIED COPY OF SAID RESOLUTION RECORDED MARCH 26, 1996 AS INSTRUMENT NO. 1996-31829 OF OFFICIAL RECORDS, DESCRIBED AS:

BEING A PORTION OF THE FORTY (40) FOOT WIDE EASEMENT FOR BROOKSIDE ROAD DESCRIBED IN DEED TO THE COUNTY OF SAN JOAQUIN, RECORDED OCTOBER 30, 1946, IN BOOK OF OFFICIAL RECORDS, VOLUME 1019, PAGE 380, SAN JOAQUIN COUNTY RECORDS, SITUATED IN SECTION 36, TOWNSHIP 2 NORTH, RANGE 5 EAST AND SECTION 31, TOWNSHIP 2 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY POINT OF TERMINATION OF THE 74.05-FOOT RADIUS CURVE IN THE WESTERLY BOUNDARY OF THE 452.597-ACRE PARCEL OF LAND SHOWN ON THAT CERTAIN MAP OF SURVEY, FILED FOR RECORD IN BOOK 27 OF SURVEYS AT PAGE 8, SAN JOAQUIN COUNTY RECORDS, SAID NORTHERLY POINT OF TERMINATION BEING ON THE NORTHERLY LINE OF SAID FORTY (40) FOOT WIDE EASEMENT FOR BROOKSIDE ROAD; THENCE SOUTH 63°30'44" WEST 40.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID FORTY (40) FOOT WIDE EASEMENT FOR BROOKSIDE ROAD; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING SIX (6) COURSES: (1) FROM A TANGENT BEARING NORTH 26°29'16" WEST ALONG AN ARC OF A 34.05-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°18'44", AN ARC LENGTH OF 3.75 FEET, AND A CHORD BEARING NORTH 29°38'38" WEST 3.75 FEET, (2) NORTH 32°48'00" WEST 35.05 FEET, (3) NORTH 57°30'27" WEST 72.90 FEET, (4) NORTH 68°35'57" WEST 92.22 FEET, (5) NORTH 80°38'57" WEST 58.97 FEET, AND (6) ALONG AN ARC OF A 109.97-FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 49°15'00", AN ARC LENGTH OF 94.53 FEET, AND A CHORD BEARING SOUTH 74°43'33" WEST 91.64

FEET; THENCE LEAVING SAID SOUTHERLY LINE, FROM A TANGENT BEARING NORTH 50°06'03" EAST, ALONG AN ARC OF A 238-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 38°08'40", AN ARC LENGTH OF 158.45 FEET, AND A CHORD BEARING NORTH 69°10'23" EAST 155.54 FEET TO A POINT ON AFORESAID NORTHERLY LINE OF FORTY (40) FOOT WIDE EASEMENT FOR BROOKSIDE ROAD; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 80°38'57" EAST 12.04 FEET, (2) SOUTH 68°35'57" EAST 100.33 FEET, (3) SOUTH 57°30'27" EAST 85.52 FEET, (4) SOUTH 32°48'00" EAST 43.84 FEET, AND (5) ALONG THE ARC OF A 74.05-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06°18'44", AN ARC LENGTH OF 8.16 FEET, AND A CHORD BEARING SOUTH 29°38'38" EAST 8.15 FEET TO THE POINT OF BEGINNING.

SAID LEGAL AS SHOWN ABOVE PASSES BY OPERATION OF LAW

ALSO TOGETHER WITH THAT PORTION OF THE PUBLIC ROAD AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DATED OCTOBER 22, 2019, ADJOINING SAID PROPERTY ON THE ABOVE DESCRIBED LAND, A CERTIFIED COPY OF SAID RESOLUTION RECORDED NOVEMBER 18, 2019 AS INSTRUMENT NO. [2019-133819](#) OF OFFICIAL RECORDS, DESCRIBED AS:

A STRIP OF LAND LOCATED IN SECTIONS 26, 35 AND 36 OF TOWNSHIP 2 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN AND IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF BROOKSIDE ROAD NO. 399 DESCRIBED IN ROAD DEEDS TO THE COUNTY OF SAN JOAQUIN RECORDED OCTOBER 30, 1946, IN [VOLUME 674 OF OFFICIAL RECORDS, AT PAGES 425, 426 AND 427](#), SAN JOAQUIN COUNTY RECORDS, AND IN [VOLUME 1019 OF OFFICIAL RECORDS, AT PAGE 380](#), SAN JOAQUIN COUNTY RECORDS AND THE BROOKSIDE ROAD EASEMENT IN QUITCLAIM DEED TO THE COUNTY OF SAN JOAQUIN RECORDED SEPTEMBER 15, 1995, IN INSTRUMENT NUMBER [95085784](#), SAN JOAQUIN COUNTY RECORDS, CURRENTLY LYING OUTSIDE OF THE CITY LIMITS OF THE CITY OF STOCKTON.

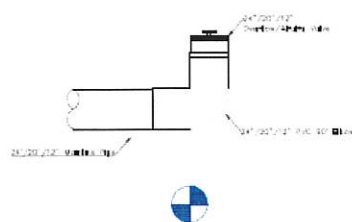
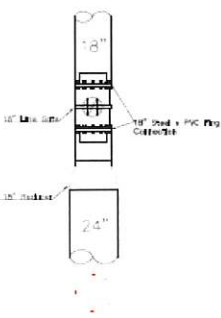
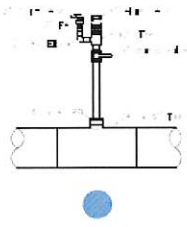
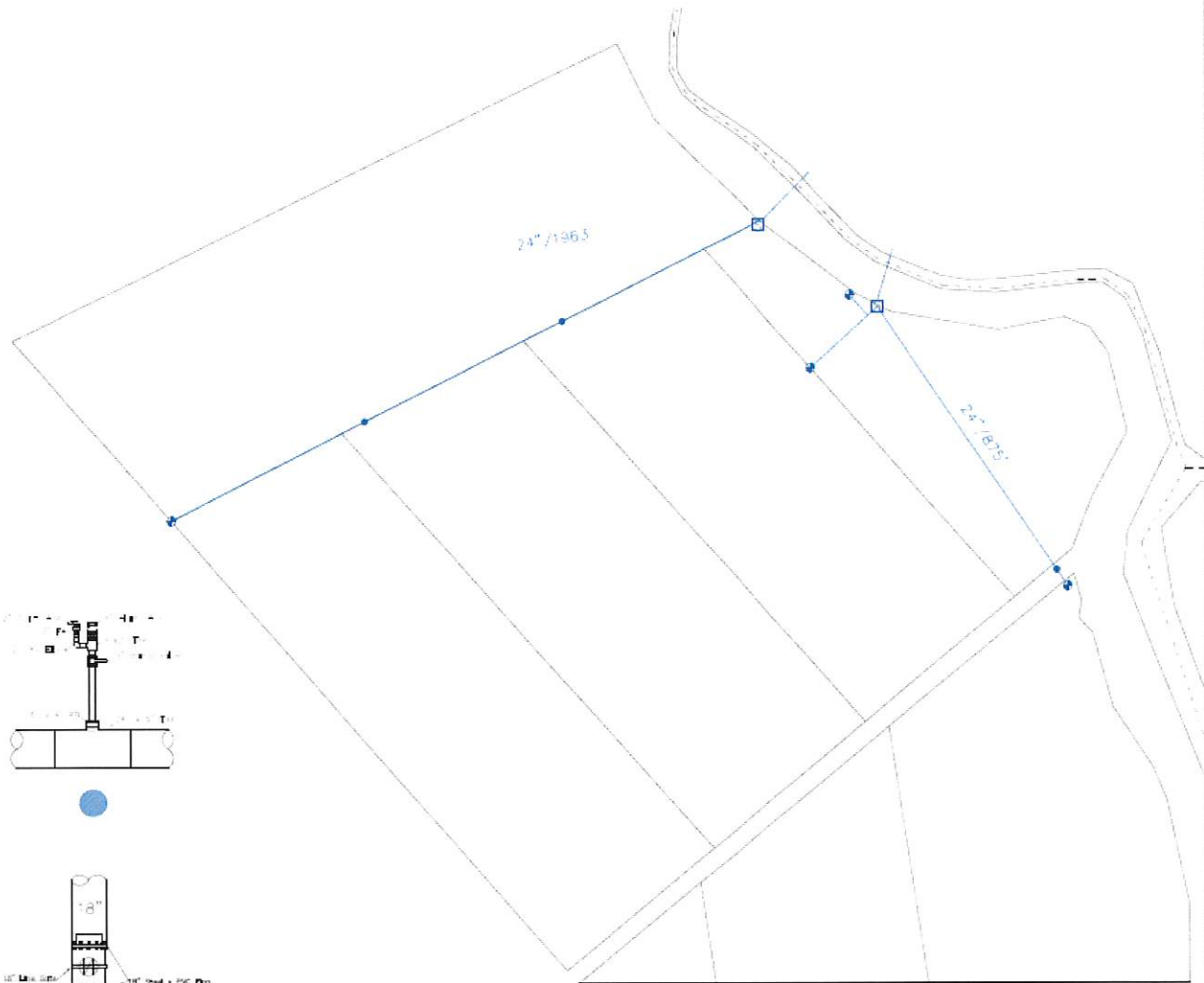
SAID LEGAL AS SHOWN ABOVE PASSES BY OPERATION OF LAW

PARCEL II: (APN: PORTION 071-150-06)

ALL OF THAT TRACT OF LAND LYING SOUTH AND EAST OF THE HEREINAFTER DESCRIBED CENTER LINE OF EXISTING DRAIN DITCH AND NORTH OF THE CENTER LINE OF TWELVE MILE SLOUGH, SAID CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE PINT MARKED "C" ON MAP OF ELMWOOD TRACT SURVEY FILED IN BOOK OF SURVEYS, [VOL. 2, PAGE 67](#), SAN JOAQUIN COUNTY RECORDS, SAID POINT "C" BEING ALSO POINT "C" AND THE NORTHWEST CORNER OF THE 540.39 ACRE TRACT DESCRIBED IN DEED RECORDED IN BOOK OF OFFICIAL RECORDS, [VOL. 565, PAGE 415](#), SAN JOAQUIN COUNTY RECORDS, THENCE FROM SAID POINT "C" NORTH 17 DEGREES 48' WEST, 628.7 FEET ALONG LINE MENTIONED ABOVE TO THE INTERSECTION OF THE CENTER LINE OF THE EXISTING DRAIN DITCH MENTIONED ABOVE WITH THE CENTER LINE OF A DRAINAGE DITCH RUNNING NORTHERLY; THENCE ALONG THE CENTER LINE OF THE ABOVE MENTIONED DRAINAGE DITCH AS FOLLOWS: NORTH 62 DEGREES 34' EAST, 1635.0 FEET; NORTH 62 DEGREES 23' EAST, 2193.0 FEET TO AN IRON PIPE IN CROWN OF LEVEE; THENCE CONTINUING NORTH 62 DEGREES 23' EAST 35 FEET, MORE OR LESS, TO OUTER TOE OF LEVEE AND EAST BOUNDARY OF THE WRIGHT-ELMWOOD TRACTS.





LEGEND

— 24\"/>

LEGEND

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811
Have your utility located
Call before you dig
811/800-227-2800

ITEM	DESCRIPTION
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3	24\"/>

PACIFIC
SOUTHWEST IRRIGATION

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EXHIBIT C

DocuSign Envelope ID: 13FF148A-3691-4B9E-A55E-E81AFB39AC93

State of California

Central Valley Flood Protection Board

California Natural Resources Agency

Project: San Joaquin River Basin, LSJR CA Project
Feature: Site TS30L (Elmwood Partners, LP.)
Parcel No.: 071-150-060, and -070 (San Joaquin)

RIGHT OF ENTRY

The undersigned "PERMITTOR" hereby grants permission to the State of California Department of Water Resources on behalf of the Sacramento and San Joaquin Drainage District (SSJDD), acting by and through the Central Valley Flood Protection Board, its employees, agents, and contractors, collectively hereinafter referred to as "PERMITTEE," to enter upon PERMITTOR's land in the County of San Joaquin, described as that portion of Assessor's Parcel No.(s) 071-150-060, and -070, and marked on the attached map, **for the purposes of access, survey, staging, stockpiling, construction, a haul route, potholing, vegetation removal and elderberry bush relocation**, and any incidental uses thereto subject to the following conditions:

1. This permission is not a waiver in any way of the right to just compensation for such land or of any remedy authorized by law to secure payment thereof, or of any right to relocation assistance.
2. Upon completion of construction, installation of improvements, and payment of just compensation PERMITTOR hereby agrees to grant a permanent easement to SSJDD sufficient for the access, operation, maintenance, repair, rehabilitation, reconstruction, and replacement of said flood control works, appurtenances, and incidents thereto. Said easement shall be within the areas identified in Attachment 1 to this Right of Entry.
3. PERMITTEE will, without unreasonable delay, negotiate with the undersigned PERMITTOR and any other person, having any right, title, or interest in said property, to agree upon terms of compensation for this Right of Entry and a permanent easement, and if agreement cannot be reached, PERMITTEE will promptly commence eminent domain proceedings to have such compensation determined. Where a condemnation action is commenced, this permission shall extend until final determination of said action.
4. The effective date of "possession" shall be the date signed as "accepted" by PERMITTEE, as written below.
5. PERMITTEE will pay interest at the rate of the State Surplus Money Investment Fund to accrue from the date of possession to the date a warrant is issued by PERMITTEE. Such interest shall be computed on the amount of payment for the real property area set forth on the attached description or outlined on the attached map, and damages thereto, irrespective of settlements or payments made for other adjoining lands.
6. PERMITTEE agrees to indemnify and hold harmless PERMITTOR from and against any and all liabilities, claims, actions, or demands, costs or expenses, including reasonable attorney's fees (collectively, a "Loss"), arising out of or in any way connected to PERMITTEE's activities except to the extent of Loss caused by the willful misconduct or active negligence of PERMITTOR.
7. PERMITTEE agrees to either repair or pay for any damage to PERMITTOR's roads and fences, or other property caused by reason of the use authorized by this Right of Entry. Repairs or payments for damage required hereunder shall return PERMITTOR's facilities to the condition such facilities were in immediately preceding the occurrence of any such damage caused by PERMITTEE, normal wear and tear and unauthorized encroachments excepted. In addition, PERMITTOR shall have the right to pursue all available remedies, at law or equity, against PERMITTEE.
8. PERMITTEE reserves the right to terminate this Right of Entry via written notification upon PERMITTEE's determination that no permanent rights are necessary over the property, that the property is not required for the project, that the project is cancelled, or for any other reason whatsoever. If PERMITTEE determines that only temporary rights are required for the construction of the Project, PERMITTOR acknowledges that no permanent rights will be acquired and that PERMITTOR will only be entitled to reimbursement for any damages incurred and just compensation for the use of PERMITTOR's property.

PERMITTOR's Name and Address:

Nelson Bahler - Elmwood Partners, LP.,
3255 West March Lane Suite 400
Stockton, CA 95219

Signature _____

Date: _____

Recommended for Approval

Brian Ferrero 10/1/2023
Brian Ferrero, Senior Right of Way Agent Date

ACCEPTED:
SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT,
acting by and through the Central Valley Flood Protection
Board of the State of California

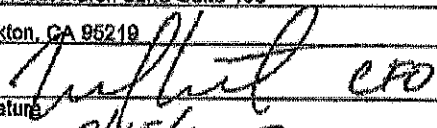
David Smith for Linus A. Paulus
Linus A. Paulus, Manager
Acquisition and Appraisal Section

Date: 10/2/2023

Approved as to Legal Form and Sufficiency

John Wheat 9/28/2023

PERMITTOR's Name and Address:

Elmwood Partners, LP.3255 West March Lane Suite 400Stockton, CA 95219Signature Date: 9/15/2023

Signature _____

Date: _____

Recommended for Approval

Brian Ferrero, Senior Right of Way Agent

Date _____

ACCEPTED:
SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT,
acting by and through the Central Valley Flood Protection
Board of the State of California

Linus A. Paulus, Manager
Acquisition and Appraisal Section

Date: _____

Approved as to Legal form and sufficiency

Date _____

CONSENT OF TENANT(S)

We, the Tenants of land described in this Right of Entry Permit are under lease with Lessor, whose name is subscribed to this contract as PERMITTOR, do hereby consent to the execution of said Right of Entry Permit and agree that all money payable shall be paid to said PERMITTOR as herein set forth.

RAYMOND JOHN LAGORIOLAGORIO BROTHERS, INC., a California Corporation

Date: _____

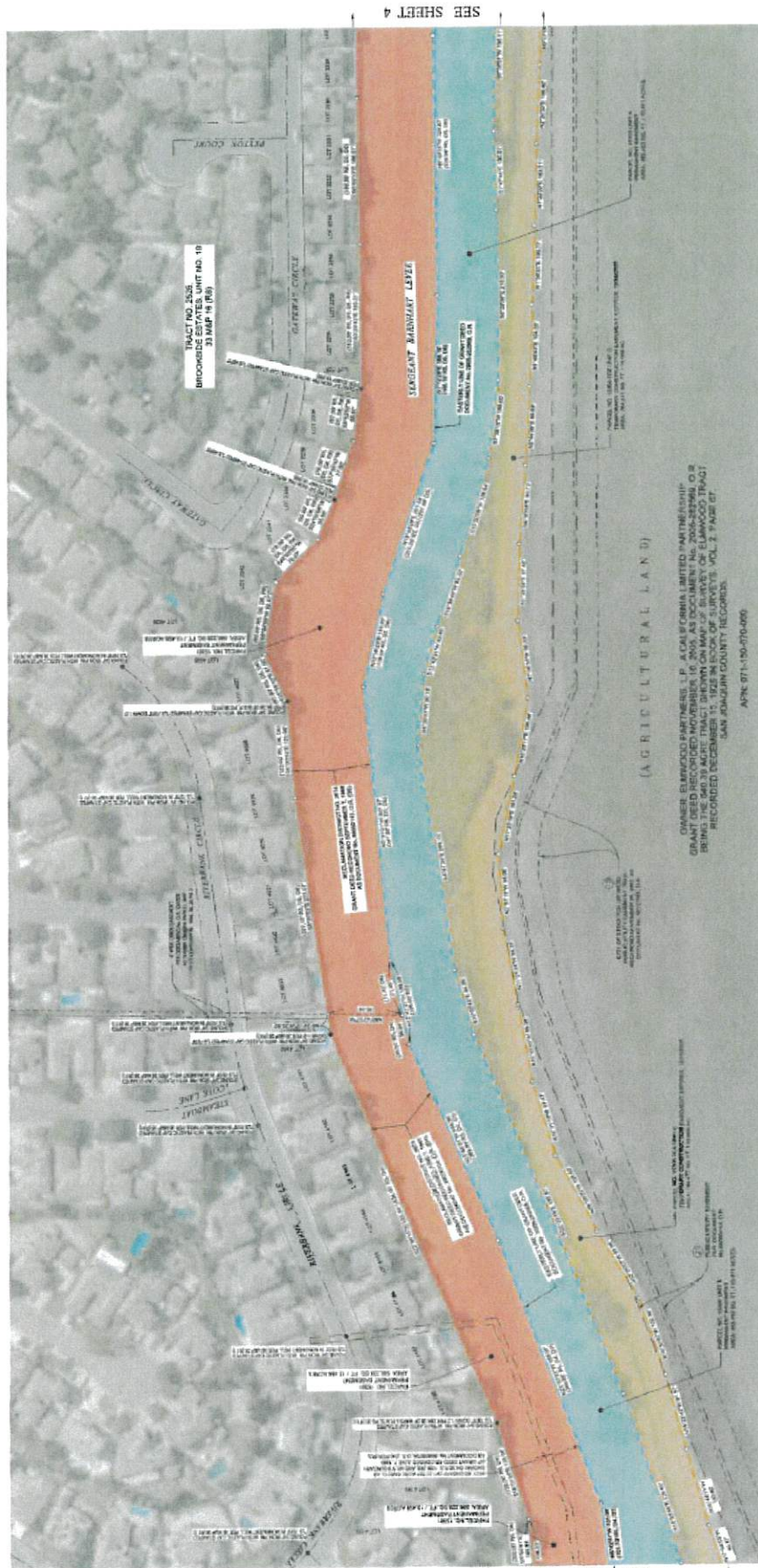
By: _____

Its: _____

Date: _____

Attachment 1
(Right of Entry Subject Area)

SEE APPRIASAL MAP/USACE TAKE LETTER



LEGEND OF ABBREVIATIONS

[illegible]

13	POUNDS
14	ADJUSTED
15	MECHANISM
16	SECTION
17	TEST
18	INSTRUMENT
19	MECHANISM
20	CENTERS
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FOUND 3/17/78 10:15P DOWN 1 C WITH PLASTIC CAP STAMPED 15 707P
FEED 38 MAP 42 (R) 27 AT THE ANGLE POINT IN THE WAY LINE OF LOT 25
TRACT NO. 2825, BIRMINGHAM ESTATES, UNIT NO. 17
COURTESY OF THE BIRMINGHAM POLICE DEPARTMENT
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© Copyright 1987 38 15 15 15
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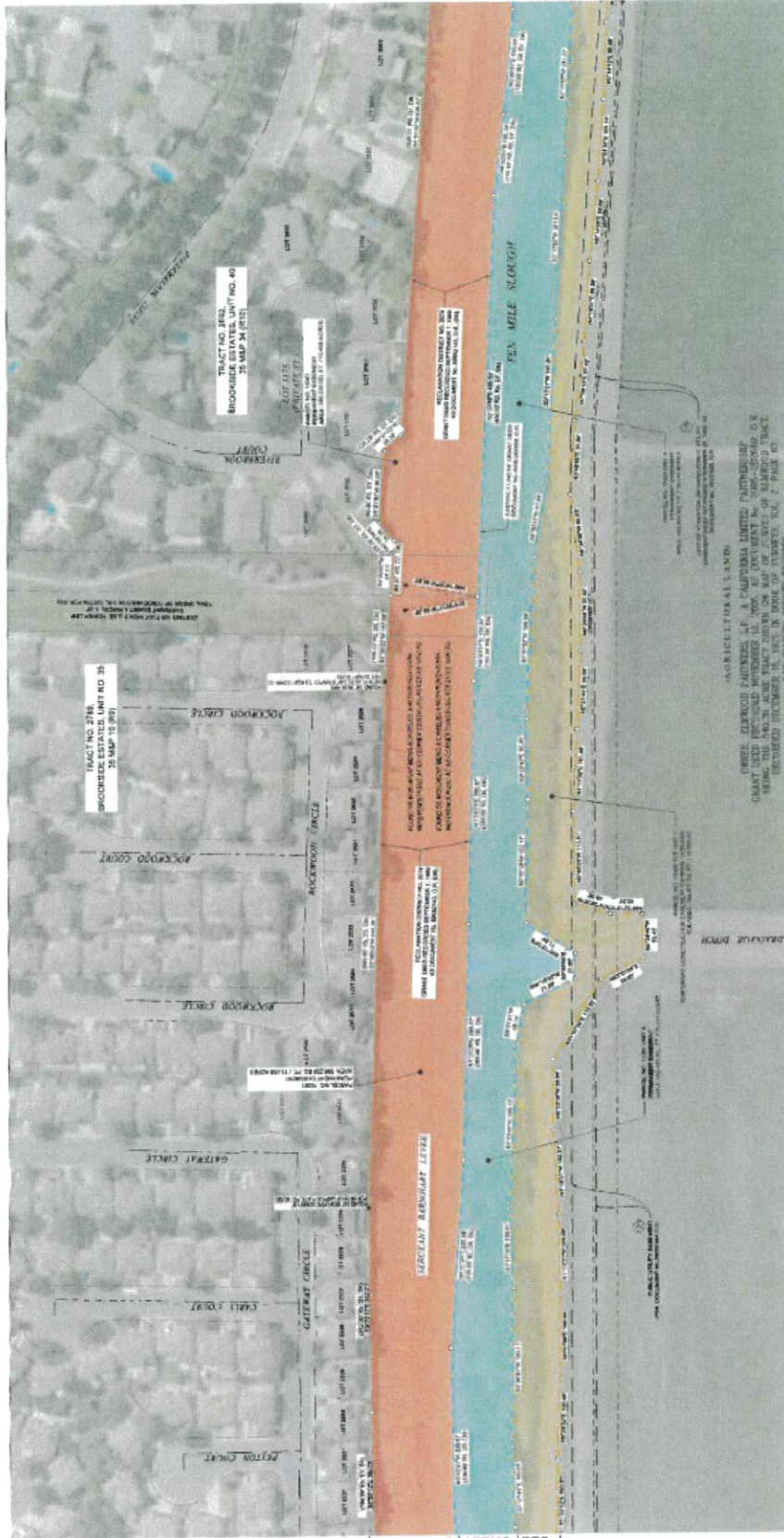
STATE OF	TRAIL	GRANTOR	GRANTEE
UNIT A	ELWOOD PARKWAY, LP		
UNIT B	ELWOOD PARKWAY, LP		
UNIT C	ELWOOD PARKWAY, LP		
UNIT A	REPUBLICAN DISTRICT, INC.		
UNIT B	CITY OF STOCKTON		

TYPE	AREA (SQ. FT.)	RECORD
BLMT	410,100 SQ. FT. (16,411 AC)	
BLMT	500,000 SQ. FT. (12,500 AC)	
BLMT	100,000 SQ. FT. (2,273 AC)	
BLMT	300,000 SQ. FT. (6,818 AC)	
BLMT	100,000 SQ. FT. (2,273 AC)	

[illegible]

Appraisal Map
06-03-2018-00065

DRAWING NO.
 39-0648-A01
 Sheet 3 of 7



SEE SHEET 5

SEE SHEET 3

STATE OF CALIFORNIA ACQUISITION PARCELS:

[illegible]

STATE OF CALIFORNIA
DIVISION OF WATER RESOURCES
UNIT OF WATER RESOURCES
GRESHAM - GEOMATICS BRANCH

SAN JOAQUIN RIVER GAGE, LOWER SAN JOAQUIN RIVER, TULLUM SLough REACH XS,
APPRaisal MAP

CDD-2010-0042

DRAWING NO.
39-0640-A(1)
Sheet 4 of 7

3

WITH PLASTIC CAP STAMPED "12 NOV"
11 POINT IN THE WLY LINE OF LOT 26 OF

FOUND
NEWLY ADDED
ACQUISITION
SECTION

FOR	TRANSPARATION (SCALE)	FE
M		
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REC		

14034
5-95
C2017
5-02

1. *Journal of the American Medical Association*, 1997; 278: 1019-1024.

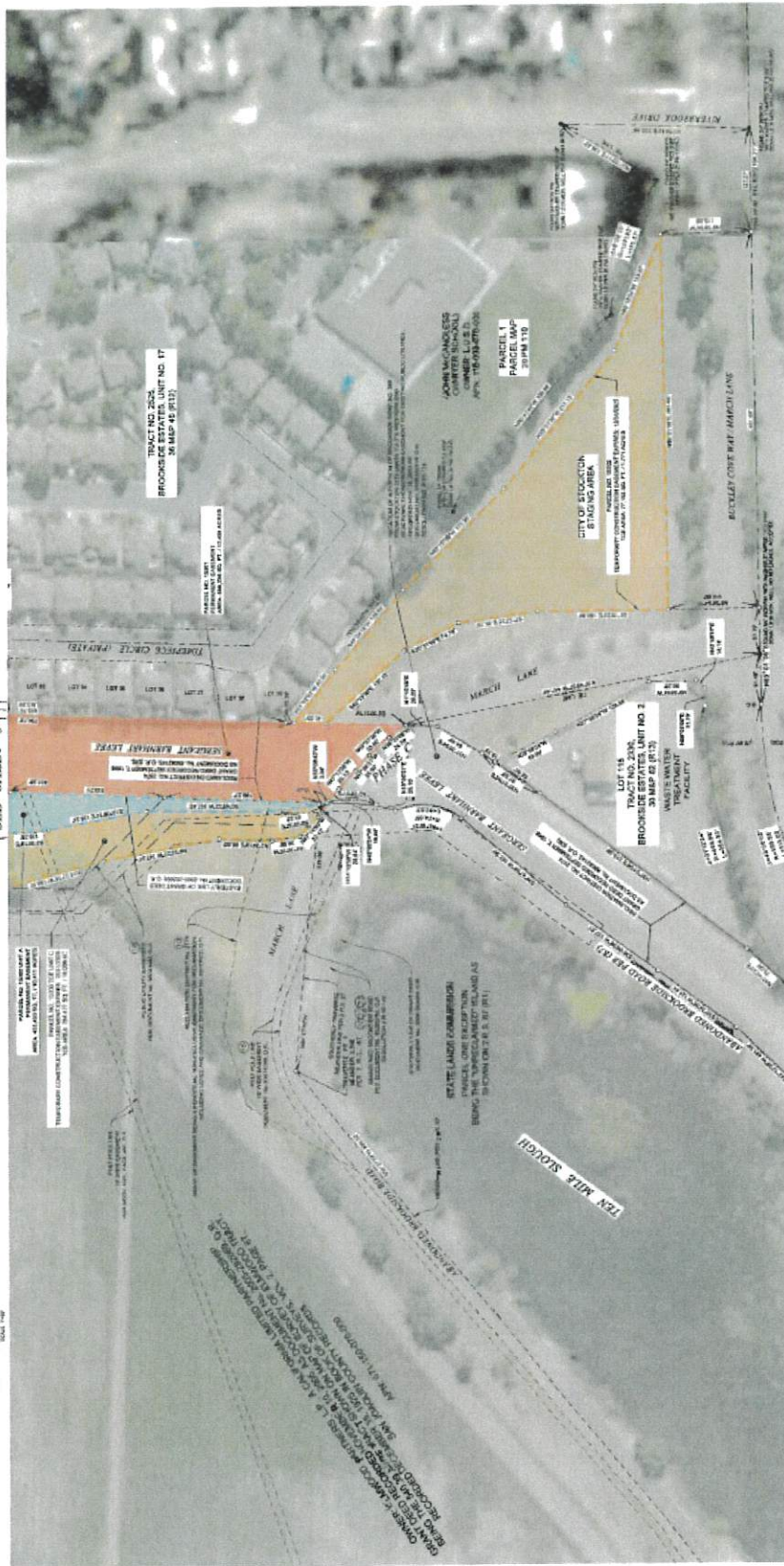
APPRAISAL MAP

IN THE CITY OF STOCKTON, UNINCORPORATED AREA OF THE COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA
STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
CENTRAL VALLEY FLOOD PROTECTION BOARD
DIVISION OF ENGINEERING - GEOMATICS BRANCH

LEGEND

- PROPOSED CHANNEL, 100' WIDE
- PROPOSED CHANNEL, 50' WIDE
- PROPOSED CHANNEL, 25' WIDE
- PROPOSED CHANNEL, 10' WIDE
- PROPOSED CHANNEL, 5' WIDE
- PROPOSED CHANNEL, 2' WIDE
- PROPOSED CHANNEL, 1' WIDE
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STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
CENTRAL VALLEY FLOOD PROTECTION BOARD
DIVISION OF ENGINEERING - GEOMATICS BRANCH



STATE OF CALIFORNIA ACQUISITION PARCELS:

[illegible]

STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF PLUMBING - PLUMBERS' EXAMINATION
11/28/84 REC. OFF OF DIVISION
San Joaquin River Basin, Lower San Joaquin River Trenching Slough Reach 30.
APPROVAL MAP
650-2910-0045
79-11640-A-01
Sheet 6 of 7
DRAWING NO.

DATE: 10/10/2019 TIME: 10:10 AM
 OFFICE: 10101 10101 10101
 APPROVED BY: Signature
 DATE: 10/10/2019 TIME: 10:10 AM

FOUND 3/4" IRON PIPE DOWN 10' WITH PLASTIC CAP STAMPED "LS 7079"
PER N6 MAP AS ORIGIN AT THE ANGLE POINT IN THE WLY LINE OF LOT 25 OF

[illegible]

LEGEND OF ABBREVIATIONS

[illegible][illegible]



DEPARTMENT OF THE ARMY
U. S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

July 5, 2022

Real Estate Division

SUBJECT: Notice to Provide Certain Lands, Easements, and Rights-of-Way and Perform Relocations (LERRDs) for San Joaquin Basin, Lower San Joaquin River Project, TS30L – Amendment #1 (Construction)

State of California
Central Valley Flood Protection Board
Attention: Ms. Leslie Gallagher, Executive Officer
3310 El Camino Avenue, Room 170
Sacramento, California 95821

San Joaquin Area Flood Control Agency
Attention: Mr. Chris Elias, Executive Director
22 East Weber Avenue, Suite 301
Stockton, California 95202-2317

Dear Ms. Gallagher and Mr. Elias:

Pursuant to USACE Real Estate Handbook, Engineering Regulation (ER) 405-1-12 Chapter 12, Section VI and the Project Partnership Agreement (PPA) dated September 30, 2020 for the San Joaquin Basin, Lower San Joaquin River Project (the "Project"), the Non-Federal Sponsors must provide the lands, easements, and rights-of-way (the "Real Property Interests"); and perform the relocations required for the construction, operation and maintenance of the Project, as determined by the Government in consultation with you. The Government previously notified you on September 2, 2021, to provide certain Real Property Interests for this Project. This notice amends the Real Property Interests you must provide and relocations you must perform for this Project.

For TS30L Construction of this Project, the Government has determined that you, as this Project's Non-Federal Sponsors, must provide the Real Property Interests and perform the relocations identified in the enclosed tract registers and maps.

This notice reflects a necessary alteration of the Project's real estate footprint. Estate type and boundaries were modified throughout TS30L to reflect the 100% design construction footprint. A utility relocation register with known utilities was also added.

Real Estate Division

July 5, 2022

SUBJECT: Notice to Provide Certain Lands, Easements, and Rights-of-Way and Perform Relocations (LERRDs) for San Joaquin Basin, Lower San Joaquin River Project, TS30L – Amendment #1 (Construction)

In particular:

- You must provide the identified Real Property Interests using the applicable standard estate(s) set forth in USACE Real Estate Handbook, ER 405-1-12 Chapter 5.* *If you are unable to provide any Real Property Interest using the applicable standard estate, please notify me as soon as possible.*
- Any temporary Real Property Interest must be for the duration indicated on the tract register.
- You must provide an Authorization for Entry for Construction and Certificate of Authority for each of the identified Real Property Interests using the forms provided in USACE Real Estate Handbook, ER 405-1-12 Chapter 12 Appendix 12-F.*
- You must provide copies of recorded deeds of conveyance, Orders of Possession entered in eminent domain proceedings, maps, and other adequate documentation sufficient to enable the Government to independently confirm you have provided the identified Real Property Interests and performed the relocations.

* We will provide a copy of any of the referenced standard estates or forms upon request.

Please provide the Real Property Interests and perform the relocations as soon as possible but no later than October 1, 2023, to maintain the Project schedule. Our ability to certify that sufficient Real Property Interests are available to support Project construction is dependent on our examination and evaluation of this documentation. *If you are unable to provide the Real Property Interests and perform the relocations by this date, please notify me as soon as possible.*

As a reminder, pursuant to ER 405-1-12 Chapter 12, Section VII and the PPA dated September 30, 2020, the Real Property Interests you provide and the relocations you perform may be eligible for LERRD credit. *If you do not provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution in a timely manner – which is no later than January 2, 2024 – we may not approve LERRD credit for some or all relevant Real Property Interests and relocations.* Note: The utility register is based on available information, all conflicting utilities must be removed or relocated to construct the proposed Project. Any conclusion or categorization contained in this notice that an item is a utility or facility relocation to be performed by the Non-Federal Sponsor as part of its LERRD responsibilities is preliminary only. The Government will make a final determination of the relocations necessary for the construction, operation, and maintenance of the Project after further

Real Estate Division

July 5, 2022

SUBJECT: Notice to Provide Certain Lands, Easements, and Rights-of-Way and Perform Relocations (LERRDs) for San Joaquin Basin, Lower San Joaquin River Project, TS30L – Amendment #1 (Construction)

analysis as well as completion and approval of a Final Attorney's Opinion of Compensability for each of the impacted utilities and facilities.

If you have any questions related to the overall project management, you may contact Patrick Howell, Project Manager, at (916) 557-6784 and Patrick.Howell3@usace.army.mil

For questions regarding this real estate matter, you may contact Nick Stauber of my staff at (916) 557-7861 and Nicholas.A.Stauber@usace.army.mil.

Sincerely,

A handwritten signature in blue ink that reads "Adam B. Olson". The signature is fluid and cursive, with the first name "Adam" and last name "Olson" clearly legible.

Adam B. OlsonAdam B.
Chief of Real Estate

Enclosures

1. Tract & Relocation Register
2. Maps

Real Estate Division

July 5, 2022

**SUBJECT: Notice to Provide Certain Lands, Easements, and Rights-of-Way and
Perform Relocations (LERRDs) for San Joaquin Basin, Lower San Joaquin River
Project, TS30L – Amendment #1 (Construction)**

Enclosure 1: Tract & Relocation Register

SHEET #	APN	OWNER	ADDRESS (Mail)	SITE ADDRESS (Physcial)	CURRENT PARCEL AREA	T.W.A.E.	P.R.E.	F.P.L.E.	APN	TWAE Duration
					Borrow	Staging	Contrr		Sub Totals	
					ACRES	ACRES	ACRES	ACRES	ACRES	DATE
2-4	071-150-060	ELMWOOD PARTNERS LP	3255 W MARCH LN SITE 400, STOCKTON, CA, 95219	4577 W MARCH LN, STOCKTON, CA, 95219	413.77	9.766	1.750	0.293	12.342	Construction to end 31-DEC-24
2-5	071-150-070	ELMWOOD PARTNERS LP	3255 W MARCH LN SITE 400, STOCKTON, CA, 95219	4577 W MARCH LN, STOCKTON, CA, 95219	22.87		6.519	4.098	12.394	Construction to end 31-DEC-24
6	101-040-220	STOCKTON EAST WATER DISTRICT	PO BOX 5157, STOCKTON, CA, 95205	6700 E COPPERPOLIS RD, STOCKTON, CA, 95215	86.45	1.637		1.777	1.637	Construction to end 31-DEC-24
6	101-050-030	STOCKTON EAST WATER DISTRICT	PO BOX 5157, STOCKTON, CA, 95205	STOCKTON, CA, 95219	110.36	8.153			8.153	Construction to end 31-DEC-24
2-4	116-020-010	RECLAMATION DISTRICT #2074	PO BOX 285, MOUNTAIN RANCH, CA, 95246	STOCKTON, CA, 95219	16.55		0.123	1.141	9.863	Construction to end 31-DEC-24
4-5	116-030-040	RECLAMATION DISTRICT #2074	PO BOX 285, MOUNTAIN RANCH, CA, 95246	6560 PINE MEADOW CIR, STOCKTON, CA, 95219	7.85		0.033	1.006	7.160	Construction to end 31-DEC-24
5	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN		1.733	0.012	1.922	Construction to end 31-DEC-24
				TOTAL ACRES =	657.86	9.790	8.437	19.472	53.471	
		LEGEND								
		T.W.A.E.= TEMPORARY WORK AREA EASEMENT	(includes Haul Route, Borrow & Staging Area)							
		P.R.E.= PERMANENT ROAD EASEMENT								
		F.P.I.E.= FLOOD PROTECTION LEVEE EASEMENT								

Lower San Joaquin River TS30L Utility Relocation Register					
Utility Type	Begin STA	End STA	Sheet #	Owner	Action
30" SSFM	1+00	62+50	C-100-105		Protect in Place.
Power Pole	2+30		C-100	PG&E	Protect in Place
Guy Wire	2+30		C-100	PG&E	Remove & Relocate.
Sheet # references 100% design plan set.					

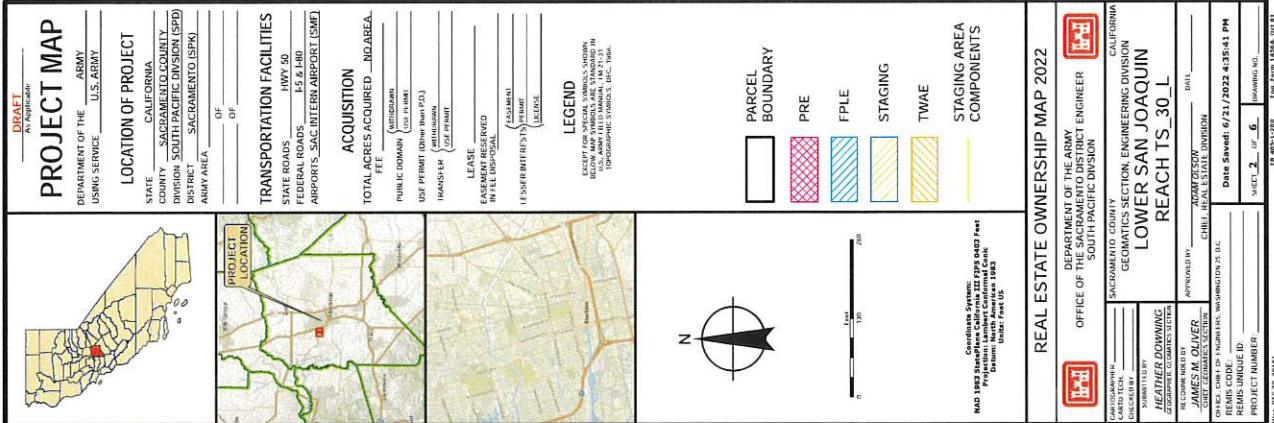
Real Estate Division

July 5, 2022

SUBJECT: Notice to Provide Certain Lands, Easements, and Rights-of-Way and
Perform Relocations (LERRDs) for San Joaquin Basin, Lower San Joaquin River
Project, TS30L – Amendment #1 (Construction)

Enclosure 2: Maps

TV-10, DEC 20, 2010	IR 403-1-209	Eng. Form 1426A, Oct 81
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PROJECT MAP DRAFT For Review Only DEPARTMENT OF THE ARMY USING SERVICE _____ U.S. ARMY LOCATION OF PROJECT STATE: CALIFORNIA COUNTY: SACRAMENTO COUNTY DIVISION: SOUTH PACIFIC DIVISION (SPD) SUB-DIVISION: SACRAMENTO (SFPN) ARMY AREA: _____ OF _____ OF _____ TRANSPORTATION FACILITIES STATE ROADS: HWY 50 FEDERAL ROADS: I-5 & I-480 AIRPORTS: SAC INTER AIRPORT (SMP) ACQUISITION TOTAL ACRES ACQUIRED: NO AREA FEE _____ PUBLIC DOMAIN (US 1618) _____ USE PERMIT (Other than US 1618) _____ LAND IN PRIVATE OWNERSHIP _____ LAND IN GOVT POSSESSION _____ LAND IN GOVT CONTROL _____ LAND IN GOVT POSSESSION _____ LAND IN GOVT CONTROL _____ LAND IN GOVT POSSESSION _____ LAND IN GOVT CONTROL _____ LEGEND PROPERTY OF THE ARMY PROPERTY OF OTHER AGENCIES PROPERTY OF PRIVATE OWNERS PROPERTY OF STATE OF CALIFORNIA PROPERTY OF FEDERAL GOVERNMENT PROPERTY OF LOCAL GOVERNMENT PROPERTY OF INDIVIDUALS PROPERTY OF OTHER AGENCIES PROPERTY OF PRIVATE OWNERS PROPERTY OF STATE OF CALIFORNIA PROPERTY OF FEDERAL GOVERNMENT PROPERTY OF LOCAL GOVERNMENT PROPERTY OF INDIVIDUALS PARCEL BOUNDARY PRE FPLE TWAE	REAL ESTATE OWNERSHIP MAP 2022 DEPARTMENT OF THE ARMY OFFICE OF THE SACRAMENTO DISTRICT ENGINEER SOUTH PACIFIC DIVISION SACRAMENTO COUNTY GEOMATICS SECTION, ENGINEERING DIVISION LOWER SAN JOAQUIN REACH TS_30_L APPROVED BY: JASON OLIVER DATE: 6/21/2022 4:35:41 PM SHEET: 3 OF 6 DRAWING: Cadastral System: NAD 1983 StatePlane California North Zone 500 Feet Datum: NAD 1983 Units: Meter Zone: 500 Feet Scale: 1 inch = 1 mile North Arrow HEATHER DOWNING CHIEF GEOMATICS SECTION SACRAMENTO DISTRICT ENGINEER JAMES M. OLIVER DISTRICT ENGINEER SACRAMENTO DISTRICT ENGINEER REMARK CODE _____ PROJECT NUMBER _____	

PROJECT MAP

DEPARTMENT OF THE ARMY
ENGINEERING DIVISION
SACRAMENTO DISTRICT ENGINEER

LOCATION OF PROJECT

STATE: CALIFORNIA
COUNTY: SACRAMENTO
DIVISION: SOUTH PACIFIC DIVISION (SPD)
DISTRICT: SACRAMENTO (SPK)
ARMY AREA: _____

TRANSPORTATION FACILITIES

STATE ROADS: HWY 50
FEDERAL ROADS: I-5 & I-80
AIRPORTS: SAC INTERAIRPORT (SMT)

ACQUISITION

TOTAL ACRES ACQUIRED: NO AREA

PRE: _____
FPLE: _____
TWAE: _____

LEGEND

PARCEL BOUNDARY
PRE
FPLE
TWAE

PROJECT LOCATION

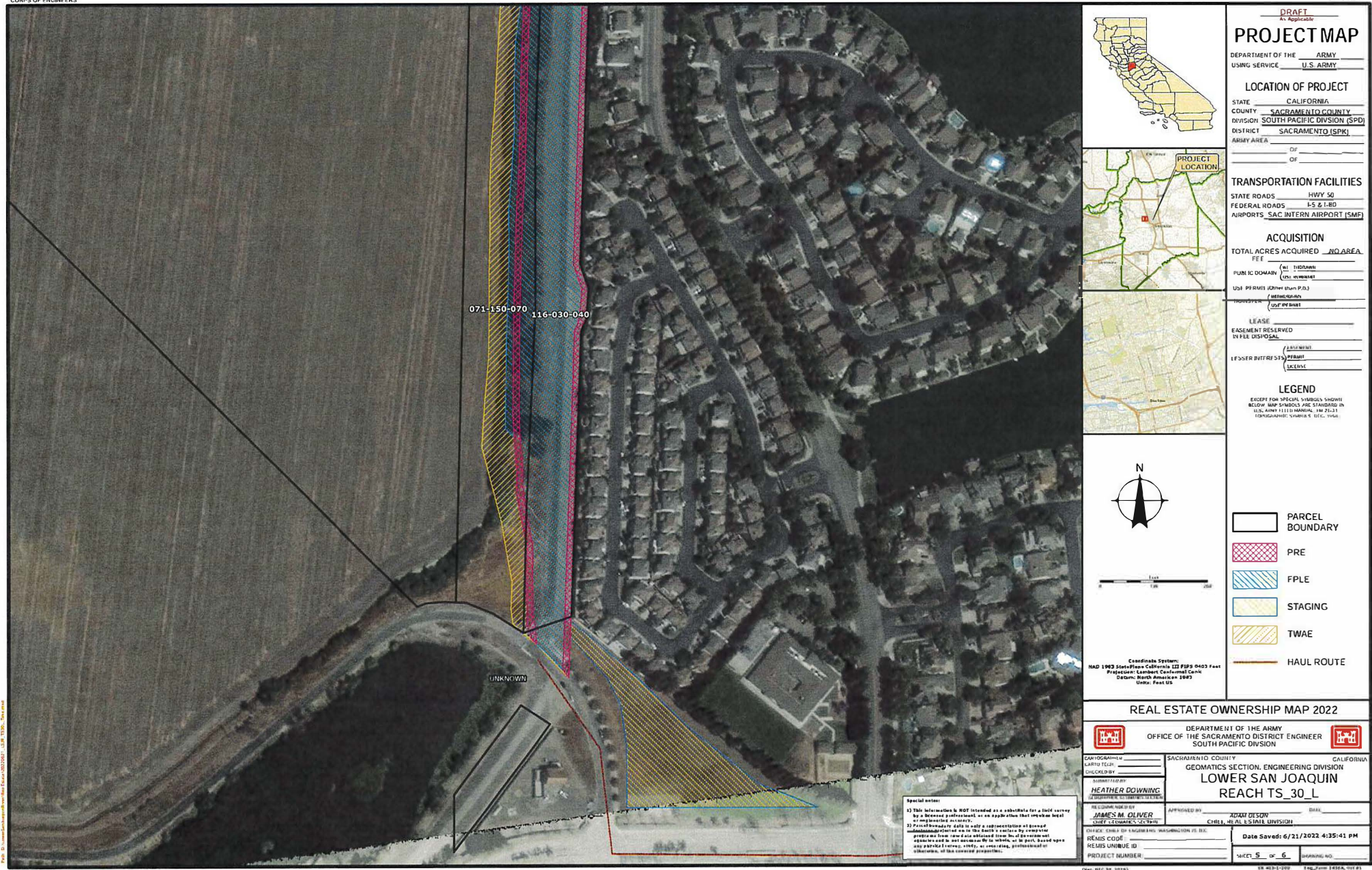
071-150-070
116-030-040
116-020-030

Scale: 0 100 200 Feet

Coordinate System:
NAD 83 StatePlane California FIPS 5003 Feet
Datum: North American 1983
Units: Feet US

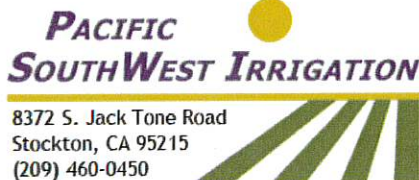
Special notes:

1) This information is not intended as a substitute for a field survey.
2) This information is not intended as a substitute for a field survey.
3) This information is not intended as a substitute for a field survey.
4) This information is not intended as a substitute for a field survey.
5) This information is not intended as a substitute for a field survey.



[illegible]

EXHIBIT D
COST ESTIMATE



Quote # 94029
Date: 3/1/2024
Sales Rep: CA
Terms: Net 30 Days



Account Name: Raymond Lagorio
18600 Tobacco Rd
Linden Ca 95236

Job Location:

Project # 24" Mainline
Acres/Tree Count: 81 Acres
Crop Type: Rice
Irrigation System: Flood irrigation
Spacing/Orientation: North and south

Description	Quantity
Quote for 24" HDPE Pipe line with overflow valves #2024006B	
Quoted Material:	1
1350' 24" HDPE SDR26	
1 18" Line gate	
1 16" Line gate	
1 24" x 4" Air vent valve assembly	
80' 18" & 16" steel pipe	
4 20" Line gates	
14 24" & 12" HDPE Fittings	
4 Trust blocks	
Quoted Labor to fuse and install: (Prevailing wage rates)	1
1350' 24" HDPE SDR26	
1 18" Line gate	
1 16" Line gate	
1 24" x 4" Air vent valve assembly	
80' 18" & 16" steel pipe	
4 20" Line gates	
14 24" & 12" HDPE Fittings	
4 Trust blocks	

Payment Terms:
40% On Acceptance of Quote
40% On Delivery of Materials
20% On Completion of Project
The use of a credit card is subject to a 3% fee.

Please visit our other locations

Ballico

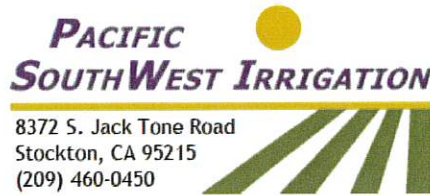
Crows Landing

Dixon

Holt

Stockton

Read Terms & Conditions



Quote # 94029
Date: 3/1/2024
Sales Rep: CA
Terms: Net 30 Days



Account Name: Raymond Lagorio
18600 Tobacco Rd
Linden Ca 95236

Job Location:

Project # 24" Mainline
Acres/Tree Count: 81 Acres
Crop Type: Rice
Irrigation System: Flood irrigation
Spacing/Orientation: North and south

Description	Quantity
Tie in to existing sump**	
****parts are not included for sump****	

Please visit our other locations

Ballico

Crows Landing

Dixon

Holt

Stockton

Read Terms & Conditions

Subtotal \$149,364.07

Sales Tax (2.75%) \$2,961.79

Signature: _____

Total \$152,325.86

GENERAL CONTRACTOR'S LICENSE # 835461
www.pacsouthwestirr.com
Page 2

RESOLUTION NO. SJAFCA 24-16

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**AUTHORIZATION TO EXECUTE IRRIGATION AGREEMENT AND RIGHT-TO-
ENTER AND CONSTRUCT IMPROVEMENTS BETWEEN ELMWOOD
PARTNERS L.P. AND SAN JOAQUIN AREA FLOOD CONTROL AGENCY FOR
STAGING AREA IN SUPPORT OF THE LOWER SAN JOAQUIN RIVER REACH
TS30L LEVEE IMPROVEMENT**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA
FLOOD CONTROL AGENCY, AS FOLLOWS:

Authorize the Executive Director to:

1. Adopt a resolution authorizing the Executive Director to negotiate and execute the Irrigation Agreement and right-to-enter and construct improvements between Elmwood Partners L.P. and the San Joaquin Area Flood Control Agency (SJAFCA) for staging area APN 071-150-06 in support of the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement for a not to exceed amount of \$152,325.86.
2. Appropriate \$152,325.86 to fund the irrigation improvements as shown in the irrigation agreement and right-to-enter and construct improvements between Elmwood Partners L.P. and SJAFCA.

PASSED, APPROVED AND ADOPTED this 16 day of MAY 2024.

PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Executive Director
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Agenda Item 5.4

May 16, 2024

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT NO. 6 TO THE CONSULTANT SERVICES AGREEMENT WITH BENDER ROSENTHAL INCORPORATED (BRI) FOR LAND ACQUISITION OF MITIGATION PARCELS IDENTIFIED IN THE COMPENSATORY MITIGATION PLAN FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT**

RECOMMENDATION

Adopt a resolution authorizing the Executive Director to negotiate and execute Amendment No. 6 to the Consultant Services Agreement with Bender Rosenthal Incorporated (BRI) for survey and right of way acquisition services of eight (8) properties identified in the Compensatory Mitigation Plan (CMP) for the San Joaquin River Basin, Lower San Joaquin River, California Project for a not-to-exceed cost of \$296,005.90.

SUMMARY

The United States Army Corps of Engineers (USACE), the Central Valley Flood Protection Board as represented by the California Department of Water Resources (DWR) and the San Joaquin Area Flood Control Agency (SJAFCA) have identified certain land parcels as promising sites for potential habitat restoration or enhancement activities that could provide compensatory mitigation for biological impacts of the Lower San Joaquin River Project. Three of these parcels are currently listed for sale, and five other properties belong to owners who appear open to discussions about the sale of their properties to meet the agency's needs. Three of the properties listed below belong to one owner. SJAFCA intends to amend an existing consultant agreement with BRI to also negotiate the purchase of these properties in support of the overall CMP for the LSJR Project and/or other upcoming similar future projects undertaken by SJAFCA for flood risk reduction and multi-benefit purposes. SJAFCA has determined that approving and filing a Notice of Exemption under the California Environmental Quality Act (CEQA) provides an appropriate level of environmental review for the discretionary action to acquire in fee the titles of these properties. The potential environmental impacts of future habitat restoration or enhancement activities will require analyses in future CEQA documentation when such activities are proposed.

If approved, Amendment No. 6 would allow BRI to pursue and begin negotiations for acquisition of real properties and related certification process for the following parcels that would meet SJAFCA's mitigation needs:

	Parcel Name	Assessor's Parcel Number	Parcel Size (Acres)
1	Big Hog island	071-070-01	65
2	Little Hog Island	129-290-010	35.73
3	Grayson Island	158-003-008	20.64
4	Van Buskirk Park (Partial Acquisition)	163-070-360	50
5	Calaveras River – Parcel 1	102-010-04	1.71
6	Calaveras River – Parcel 2	102-010-05	20.19
7	Calaveras River – Parcel 3	104-010-06,	13.97
8	Manteca Property	241-240-030	150.7

AGENDA ITEM 5.4

RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT NO. 6 TO THE CONSULTANT SERVICES AGREEMENT WITH BENDER ROSENTHAL INCORPORATED (BRI) FOR LAND ACQUISITION OF MITIGATION PARCELS IDENTIFIED IN THE COMPENSATORY MITIGATION PLAN FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT

The pursuit and negotiations for acquisition of the above-listed properties would also include: The suite of services covered by this cost proposal include right-of-way project management; appraisal services; acquisition Services; title and escrow services; land, easements, right of way, relocation, and disposal areas (LERRD) crediting package services; and survey Services

DISCUSSION

PROJECT BACKGROUND

The San Joaquin Area Flood Control Agency (SJAFCOA) serves as a non-federal sponsor for the San Joaquin River Basin, Lower San Joaquin River, California Project (LSJR Project), which was authorized by section 1401(2) of the Water Resources Development Act (WRDA) of 2018 (Public Law 115-270). The LSJR Project is a flood risk reduction effort led by the United States Army Corps of Engineers (USACE) aimed at reducing the risks associated with seepage, stability, overtopping, and erosion for the levees along the San Joaquin River, Calaveras River, Fourteen Mile Slough, Tenmile Slough, French Camp Slough, Mosher Slough, and Duck Creek.

The LSJR Project was evaluated under CEQA in the LSJR Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report (2018 LSJR FR/EIS/EIR) (State Clearinghouse No. 2010012027), which identified that the suite of structural levee improvement measures required by the project would cause unavoidable impacts to biological resources, including wetland and riparian habitats, giant garter snake habitat, and valley elderberry longhorn beetle (VELB). The compensatory mitigation strategy proposed by the 2018 LSJR FR/EIS/EIR to offset these impacts relied heavily on the purchase of mitigation bank credits; however, a lack of appropriate mitigation bank credit types and quantities needed to fulfill the project's compensatory mitigation and project schedule requirements have made credit purchase options infeasible. In addition, based on comments received from the USFWS during the public review of the 2018 LSJR FR/EIS/EIR, USACE, the Central Valley Flood Protection Board as represented by DWR and SJAFCOA agreed to investigate opportunities for on-and-offsite restoration that could serve as compensatory mitigation for the LSJR Project and/or other similar projects.

The Lower San Joaquin River Reach TS30L Levee Improvement Project Supplemental Environmental Impact Report (TS30L SEIR) was certified in September 2023, which analyzed the potential environmental effects of several LSJR Project changes related to TS30L (the first phase of the LSJR Project), including an evaluation of eight (8) potential biological mitigation sites to fulfill compensatory mitigation requirements. Three sites were evaluated at a project-level detail (14-Mile Slough Pump Station, San Joaquin River West Site, and San Joaquin River East Site), and two sites were evaluated at a program-level of detail (San Joaquin River South Site and Van Buskirk Park). Additional compensatory mitigation sites may be required to mitigate the impacts of the LSJR Project and other similar projects, creating the need for approval for land acquisition.

RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT NO. 6 TO THE CONSULTANT SERVICES AGREEMENT WITH BENDER ROSENTHAL INCORPORATED (BRI) FOR LAND ACQUISITION OF MITIGATION PARCELS IDENTIFIED IN THE COMPENSATORY MITIGATION PLAN FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT

On March 3, 2023, SJAFCA entered a contract with BRI for real estate acquisition of the San Joaquin River west mitigation parcel which will satisfy the mitigations required for the Ten Mile Slough levee TS30L in the Brookside community, City of Stockton. On December 19, 2023, SJAFCA submitted the RE certification package to the United States Army Corps of Engineers (USACE). BRI was able to close escrow and deliver the certification to USACE on time. On March 13, 2024, USACE, United States Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), DWR, Environmental Science Associates (ESA), BRI and SJAFCA conducted a joint tour and field review of the Big Hog Island, Little Hog Island and Grayson Island properties.

PRESENT SITUATION

An amendment to the Consultant Services Agreement is needed for BRI to conduct real estate acquisition, appraisals and boundary surveys on eight (8) mitigation parcels. The following land parcels are privately owned and have been identified by USACE, SJAFCA, USFWS, CDFW, and DWR as promising sites for potential habitat restoration and enhancement activities that could provide compensatory mitigation for biological impacts. These parcels are listed below with associated assessor's parcel numbers (APNs), approximate acreages, and an indication of whether they are currently listed for sale:

	Parcel Name	Assessor's Parcel Number	Parcel Size (Acres)	Property Status
1	Big Hog Island	071-070-01	65	Listed
2	Little Hog Island	129-290-010	35.73	Listed
3	Grayson Island	158-003-008	20.64	Listed
4	Van Buskirk Park (Partial Acquisition)	163-070-360	50	Willing landowner
5	Calaveras River – Parcel 1	102-010-04	1.71	willing landowner
6	Calaveras River – Parcel 2	102-010-05	20.19	willing landowner
7	Calaveras River – Parcel 3	104-010-06,	13.97	willing landowner
8	Manteca Property	241-240-030	150.7	willing landowner

SJAFCA intends to purchase the above listed potential mitigation parcels, totaling approximately 358 acres of land, for the purpose of preserving and/or restoring fish and wildlife habitats in support of the overall compensatory mitigation plan for the LSJR Project and/or other similar future projects undertaken by SJAFCA for flood risk reduction and multi-benefit purposes.

If purchased, future habitat restoration activities on the mitigation parcels may consist of preserving natural features and/or earth-moving activities to develop aquatic features, modify

AGENDA ITEM 5.4

RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT NO. 6 TO THE CONSULTANT SERVICES AGREEMENT WITH BENDER ROSENTHAL INCORPORATED (BRI) FOR LAND ACQUISITION OF MITIGATION PARCELS IDENTIFIED IN THE COMPENSATORY MITIGATION PLAN FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT

elevations, and plant vegetation to create riparian, wetland, and shaded riverine aquatic habitats, as well as giant garter snake, special-status fish, and VELB habitats. The degree to which the mitigation parcels could properly support desired habitat types is unknown at this time, as are the type, extent, and intensity of construction activities or long-term management actions that could be needed to achieve desired habitat goals. It would currently be speculative to evaluate the potential construction and operational details of the preservation and/or restoration activities. ; The potential environmental impacts of such activities will require analysis in future CEQA documentation, if and when they are proposed; however, such an evaluation will be time-intensive and the listed land parcels may no longer be available by the time such an evaluation is completed.

After the appraisals have been completed for the properties mentioned above, SJAFCA's staff will return to the Board with a Notice of Exemption under CEQA for six (6) properties that have not been covered under CEQA. Properties include (Big Hog Island, Little Hog Island, Grayson Island and the three Calaveras River parcels). Van Buskirk Park and the Manteca properties are environmentally cleared under CEQA since they were covered in the Supplemental Environmental Impact Report of the Lower San Joaquin River Reach TS30L Levee Improvement, California Project in September 2023.

The Notice of Exemption will expedite the real estate acquisition process for the seven privately owned land parcels, and one publicly owned parcel identified in this report. Staff will also return to the Board for the approval of the real estate acquisition administrative settlements.

Therefore, if contract Amendment 6 to BRI is approved, it will allow the start of the real estate acquisition process on all the eight (8) properties that provide environmental mitigation benefits to the San Joaquin River Basin, Lower San Joaquin River, California Project. Acquiring mitigation properties is critical for the delivery of the LSJR project.

On April 30, 2024, SJAFCA received a proposal from BRI to complete the real estate acquisition services needed for the mitigation parcels mentioned above for a fee not to exceed \$296,005.90. The suite of services covered by this cost proposal include:

- a. Right of Way Project Management
- b. Appraisal Services
- c. Acquisition Services
- d. Title and Escrow Services
- e. Land, Easements, Right of Way, Relocation, and Disposal Areas (LERRD) Crediting Package Services
- f. Survey Services

COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The discretionary action by a public agency to acquire real estate may be considered a "project" as defined by CEQA Guidelines Section 15378. The proposed project is SJAFCA's action to acquire in fee the eight mitigation parcels listed above. SJAFCA has determined that approving

RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT NO. 6 TO THE CONSULTANT SERVICES AGREEMENT WITH BENDER ROSENTHAL INCORPORATED (BRI) FOR LAND ACQUISITION OF MITIGATION PARCELS IDENTIFIED IN THE COMPENSATORY MITIGATION PLAN FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT

and filing a Notice of Exemption under CEQA provides an appropriate level of environmental review for the discretionary action to acquire in fee the titles of these properties. The potential environmental impacts of future habitat restoration or enhancement activities will require appropriate level of analyses in future CEQA documentation, if and when such activities are proposed.

STAFF RECOMMENDATION:

It is recommended that SJAFCA's Board of Directors approve a resolution authorizing the Executive Director to negotiate and execute Amendment No. 6 to the Consultant Services Agreement with BRI for the San Joaquin River Basin, Lower San Joaquin River, California Project real estate acquisition services at a not to exceed cost of \$296,005.90.

FISCAL IMPACT

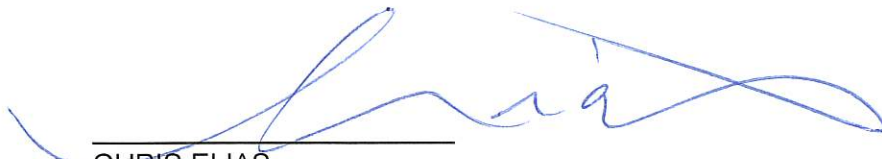
Amendment No. 6 to the Consultant Services Agreement with BRI for survey and right of way acquisition services of eight (8) properties identified in the CMP for the San Joaquin River Basin, Lower San Joaquin River, California Project for a not-to-exceed cost of \$296,005.90 will be identified in the FY 2024/25 budget.

STRATEGIC PLAN CONSISTENCY ANALYSIS

Authorizing the Executive Director to negotiate and execute Amendment No. 6 to the Consultant Services Agreement with BRI for survey and right of way acquisition services of eight (8) properties identified in the Compensatory Mitigation Plan (CMP) for the San Joaquin River Basin, Lower San Joaquin River, California Project implements the Mission and Goals of the Board-adopted Strategic Plan. Specifically, it is consistent with the Agency mission statement of "Reduce and Manage the Region's Flood Risk", Goal #1, "Plan for and Implement System Resiliency"; Goal #3, "Facilitate Funding Structures That Are Most Beneficial to Local Interests"; and Goal #4, "Support Appropriate, Mutually Beneficial Partnerships."

PREPARED BY: Omar Al-Hindi

APPROVD BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT NO. 6 TO THE CONSULTANT SERVICES AGREEMENT WITH BENDER ROSENTHAL INCORPORATED (BRI) FOR LAND ACQUISITION OF MITIGATION PARCELS IDENTIFIED IN THE COMPENSATORY MITIGATION PLAN FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT

Attachments

1. Right of Way Services Quote and Scope for San Joaquin River Basin, Lower San Joaquin River Levee, California Project Site Mitigation
2. Draft Amendment No.6 to the Consultant Service Agreement with Bender Rosenthal Incorporated (BRI) for the San Joaquin River Basin, Lower San Joaquin River, California Project TS30L
3. Resolution of the Board of Directors for Amendment #6 to Consultant Services Agreement with Bender Rosenthal Incorporated



April 26, 2024

Omar Al-Hindi
Executive Project Manager
San Joaquin Area Flood Control Agency
22 E Weber Avenue, Suite 301
Stockton, CA 95202-2317

ORIGINAL BY EMAIL:
omar.al-hindi@stocktonca.gov

**RE: RIGHT OF WAY SERVICES QUOTE AND SCOPE
SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER LEVEE, CALIFORNIA PROJECT, SITE
MITIGATIONS**

Dear Mr. Al-Hindi,

Bender Rosenthal Inc. (BRI) appreciates the opportunity to submit a proposal to provide right of way and survey services to secure eight (8) mitigation sites, under six (6) ownerships, on behalf of the San Joaquin Area Flood Control Agency (SJAFC) for the San Joaquin River Basin, Lower San Joaquin River Levee, California Project, Site Mitigations (Project).

PROJECT UNDERSTANDING

BRI understands that SJAFC is requesting survey and right of way acquisition services for eight (8) mitigation sites, under six (6) ownerships for the project level and program level as mitigation sites are required for the overall project. The mitigation parcels SJAFC wants to pursue are the following properties:

- Calaveras River Parcels (Full acquisition): 102-010-040-000, 102-010-050-000 and 104-010-060-000
- Big Hog Island (Full acquisition): 071-070-010-000
- Little Hog Island (Full acquisition): 129-290-010-000
- Van Buskirk Park (Partial acquisition of 50 Acres): 163-070-360-000
- Manteca Parcel (Full acquisition): 241-240-030-000
- Grayson Island (Partial acquisition of 20 Acres): 158-0030-008-0000

BRI also understands that each of these sites will require an individual scope and fee, and that all selected sites will be acquired through voluntary acquisition.

SCOPE OF WORK - CALAVERAS RIVER PARCELS

TASK 1 - RIGHT OF WAY PROJECT MANAGEMENT

Rebekah Green will serve as the Project Manager and will oversee performance of the tasks involved in the delivery of the right of way for mitigation. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with SJAFC to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.



TASK 2 - APPRAISAL SERVICES

BRI will develop one (1) full narrative appraisal of the estimated fair market value of the parcels to be acquired. The restricted appraisal will be a narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

Deliverables:

- One (1) electronic Appraisal Report that meets all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

TASK 3 - ACQUISITION SERVICES

Upon review of the appraisal and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offer and acquire the properties. The offer package will be reviewed internally for quality measures. BRI will then convey documents to the property owner until acceptance or impasse is reached. BRI will contact or attempt to contact the property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail or through the postal service. Finally, BRI will prepare a final file for the parcels, ensuring that it has been quality checked and meets State and Federal reporting requirements.

Deliverables:

- Fee acquisition of three (3) parcels, from one (1) ownership.
- Submit files on the negotiation, acquisition, and project settlement.

TASK 4 - TITLE AND ESCROW SERVICES

BRI will deliver documents and checks to escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate the escrow closing and file all applicable forms and documents with the County Assessor's office if needed.

Deliverables:

- Facilitate Title and Escrow support as outlined above for one (1) ownership.

TASK 5 - LAND, EASEMENTS, RIGHTS-OF-WAY, RELOCATION, AND DISPOSAL AREAS (LERRD) CREDITING PACKAGE SERVICES

BRI will also complete a LERRD Crediting Package for SJAFCA. This package will be a detailed accounting of the determination of actual project costs and credits due to SJAFCA, reconciliation of records and closing of active records. This is necessary so that SJAFCA can receive credit for actual associated direct and indirect costs of acquiring the interests necessary for the project.

Deliverables:

- One (1) complete and quality checked LERRD Crediting Package.

TASK 6 - SURVEY SERVICES*

BRI subconsultant Mark Thomas will be providing Survey Services, including (1) Record Research and Boundary Survey, (2) Legal Description and Plat Map, and (3) Appraisal Exhibit. ***The complete scope and fee for these services is attached as Exhibit A.***

Deliverables:

- Boundary Survey in AutoCAD (Civil3D) 2022 format.
- One (1) Legal Description accompanied by 8.5"x11" Plat Maps for Temporary Work Area Easement (TWAE-Road), Permanent Road Easement (PRE), and Fee acquisition areas.
- One (1) Appraisal Exhibit.

****Mark Thomas' compete Scope and Fee will be attached to this proposal***

SCOPE OF WORK - BIG HOG ISLAND PARCEL**TASK 1 - RIGHT OF WAY PROJECT MANAGEMENT**

Rebekah Green will serve as the Project Manager and will oversee performance of the tasks involved in the delivery of the right of way. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with SJAFCA to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

TASK 2 - APPRAISAL SERVICES

BRI will develop one (1) full narrative appraisal of the estimated fair market value of the parcel to be acquired. The restricted appraisal will be a narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

Deliverables:

- One (1) electronic Appraisal Report that meets all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

TASK 3 - ACQUISITION SERVICES

Upon review of the appraisal and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offer and acquire the property. The offer package will be reviewed internally for quality measures. BRI will then convey documents to the property owner until acceptance or impasse is reached. BRI will contact or attempt to contact the property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail or through the postal service. Finally, BRI will prepare a final file for the parcel, ensuring that it has been quality checked and meets State and Federal reporting requirements.

Deliverables:

- Fee acquisition of one (1) parcel.
- Submit files on the negotiation, acquisition, and project settlement.

TASK 4 - TITLE AND ESCROW SERVICES

BRI will deliver documents and checks to escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate the escrow closing and file all applicable forms and documents with the County Assessor's office if needed.

Deliverables:

- Facilitate Title and Escrow support as outlined above for one (1) ownership.

TASK 5 - LAND, EASEMENTS, RIGHTS-OF-WAY, RELOCATION, AND DISPOSAL AREAS (LERRD) CREDITING PACKAGE SERVICES

BRI will also complete a LERRD Crediting Package for SJAFCA. This package will be a detailed accounting of the determination of actual project costs and credits due to SJAFCA, reconciliation of records and closing of active records. This is necessary so that SJAFCA can receive credit for actual associated direct and indirect costs of acquiring the interests necessary for the project.

Deliverables:

- One (1) complete and quality checked LERRD Crediting Package.

TASK 6 - RELOCATION SERVICES (OPTIONAL)

BRI understands that there may be both residential and business relocation needed for this project. As required, BRI will engage a qualified subconsultant to work closely with the displaced owners to understand their specific needs and relocate them to a like-kind property. BRI will ensure all relocation agents are fully versed in the relocation steps outlined in the Uniform Act and the decent, safe, and sanitary requirements of the Act. All relocations will meet the stringent State and Federal Uniform Act requirements while maintaining a schedule that will enable possession as planned.

Deliverables:

- Occupant Interview & Notices.
- Notice of Eligibility (NOE) and Relocation Process.
- Interim Property Management.
- Decent, safe, and sanitary replacement location.
- File Close-Out and Documentation.

TASK 7 - SURVEY SERVICES*

BRI subconsultant Mark Thomas will be providing Survey Services, including (1) Record Research and Boundary Survey, (2) Legal Description and Plat Map, and (3) Appraisal Exhibit. ***The complete scope and fee for these services is attached as Exhibit A.***

Deliverables:

- Boundary Survey in AutoCAD (Civil3D) 2022 format.
- One (1) Legal Description accompanied by 8.5"x11" Plat Maps for Temporary Work Area Easement (TWAE-Road), Permanent Road Easement (PRE), and Fee acquisition areas.
- One (1) Appraisal Exhibit.

****Mark Thomas' compete Scope and Fee will be attached to this proposal***

SCOPE OF WORK - LITTLE HOG ISLAND PARCEL

TASK 1 - RIGHT OF WAY PROJECT MANAGEMENT

Rebekah Green will serve as the Project Manager and will oversee performance of the tasks involved in the delivery of the right of way. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with SJAFCA to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

TASK 2 - APPRAISAL SERVICES

BRI will develop one (1) full narrative appraisal of the estimated fair market value of the parcel to be acquired. The restricted appraisal will be a narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

Deliverables:

- One (1) electronic Appraisal Report that meets all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

TASK 3 - ACQUISITION SERVICES

Upon review of the appraisal and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offer and acquire the property. The offer package will be reviewed internally for quality measures. BRI will then convey documents to the property owner until acceptance or impasse is reached. BRI will contact or attempt to contact the property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail or through the postal service. Finally, BRI will prepare a final file for the parcel, ensuring that it has been quality checked and meets State and Federal reporting requirements.

Deliverables:

- Fee acquisition of one (1) parcel.
- Submit files on the negotiation, acquisition, and project settlement.

TASK 4 - TITLE AND ESCROW SERVICES

BRI will deliver documents and checks to escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate the escrow closing and file all applicable forms and documents with the County Assessor's office if needed.

Deliverables:

- Facilitate Title and Escrow support as outlined above for one (1) ownership.

TASK 5 - LAND, EASEMENTS, RIGHTS-OF-WAY, RELOCATION, AND DISPOSAL AREAS (LERRD) CREDITING PACKAGE SERVICES

BRI will also complete a LERRD Crediting Package for SJAFCA. This package will be a detailed accounting of the determination of actual project costs and credits due to SJAFCA, reconciliation of records and closing of active records. This is necessary so that SJAFCA can receive credit for actual associated direct and indirect costs of acquiring the interests necessary for the project.

Deliverables:

- One (1) complete and quality checked LERRD Crediting Package.

TASK 6 - SURVEY SERVICES*

BRI subconsultant Mark Thomas will be providing Survey Services, including (1) Record Research and Boundary Survey, (2) Legal Description and Plat Map, and (3) Appraisal Exhibit. ***The complete scope and fee for these services is attached as Exhibit A.***

Deliverables:

- Boundary Survey in AutoCAD (Civil3D) 2022 format.
- One (1) Legal Description accompanied by 8.5"x11" Plat Maps for Temporary Work Area Easement (TWAE-Road), Permanent Road Easement (PRE), and Fee acquisition areas.
- One (1) Appraisal Exhibit.

****Mark Thomas' compete Scope and Fee will be attached to this proposal***

SCOPE OF WORK - VAN BUSKIRK PARK PARCEL**TASK 1 - RIGHT OF WAY PROJECT MANAGEMENT**

Rebekah Green will serve as the Project Manager and will oversee performance of the tasks involved in the delivery of the right of way. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with SJAFCA to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

TASK 2 - APPRAISAL SERVICES

BRI will develop one (1) full narrative appraisal of the estimated fair market value of the portion parcel to be acquired (approximately 50 acres). The restricted appraisal will be a narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

Deliverables:

- One (1) electronic Appraisal Report that meets all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

TASK 3 - ACQUISITION SERVICES

Upon review of the appraisal and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offer and acquire part of the property. The offer package will be reviewed internally for quality measures. BRI will then convey documents to the property owner until acceptance or impasse is reached. BRI will contact or attempt to contact the property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail or through the postal service. Finally, BRI will prepare a final file for the parcel, ensuring that it has been quality checked and meets State and Federal reporting requirements.

Deliverables:

- Fee acquisition of a 50-acre portion of one (1) parcel.
- Submit files on the negotiation, acquisition, and project settlement.

TASK 4 - TITLE AND ESCROW SERVICES

BRI will deliver documents and checks to escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate the escrow closing and file all applicable forms and documents with the County Assessor's office if needed.

Deliverables:

- Facilitate Title and Escrow support as outlined above for one (1) ownership.

**TASK 5 - LAND, EASEMENTS, RIGHTS-OF-WAY, RELOCATION, AND DISPOSAL AREAS (LERRD)
CREDITING PACKAGE SERVICES**

BRI will also complete a LERRD Crediting Package for SJAFCA. This package will be a detailed accounting of the determination of actual project costs and credits due to SJAFCA, reconciliation of records and closing of active records. This is necessary so that SJAFCA can receive credit for actual associated direct and indirect costs of acquiring the interests necessary for the project.

Deliverables:

- One (1) complete and quality checked LERRD Crediting Package.

TASK 6 - SURVEY SERVICES*

BRI subconsultant Mark Thomas will be providing Survey Services, including (1) Record Research and Boundary Survey, (2) Legal Description and Plat Map, and (3) Appraisal Exhibit. ***The complete scope and fee for these services is attached as Exhibit A.***

Deliverables:

- Boundary Survey in AutoCAD (Civil3D) 2022 format.
- One (1) Legal Description accompanied by 8.5"x11" Plat Maps for Temporary Work Area Easement (TWAE-Road), Permanent Road Easement (PRE), and Fee acquisition areas.
- One (1) Appraisal Exhibit.

****Mark Thomas' compete Scope and Fee will be attached to this proposal***

SCOPE OF WORK - MANTECA PARCEL**TASK 1 - RIGHT OF WAY PROJECT MANAGEMENT**

Rebekah Green will serve as the Project Manager and will oversee performance of the tasks involved in the delivery of the right of way. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with SJAFCA to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

TASK 2 - APPRAISAL SERVICES

BRI will develop one (1) full narrative appraisal of the estimated fair market value of the parcel to be acquired. The restricted appraisal will be a narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

Deliverables:

- One (1) electronic Appraisal Report that meets all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

TASK 3 - ACQUISITION SERVICES

Upon review of the appraisal and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offer and acquire the property. The offer package will be reviewed internally for quality measures.

BRI will then convey documents to the property owner until acceptance or impasse is reached. BRI will contact or attempt to contact the property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail or through the postal service. Finally, BRI will prepare a final file for the parcel, ensuring that it has been quality checked and meets State and Federal reporting requirements.

Deliverables:

- Fee acquisition of one (1) parcel.
- Submit files on the negotiation, acquisition, and project settlement.

TASK 4 - TITLE AND ESCROW SERVICES

BRI will deliver documents and checks to escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate the escrow closing and file all applicable forms and documents with the County Assessor's office if needed.

Deliverables:

- Facilitate Title and Escrow support as outlined above for one (1) ownership.

TASK 5 - LAND, EASEMENTS, RIGHTS-OF-WAY, RELOCATION, AND DISPOSAL AREAS (LERRD) CREDITING PACKAGE SERVICES

BRI will also complete a LERRD Crediting Package for SJAFCA. This package will be a detailed accounting of the determination of actual project costs and credits due to SJAFCA, reconciliation of records and closing of active records. This is necessary so that SJAFCA can receive credit for actual associated direct and indirect costs of acquiring the interests necessary for the project.

Deliverables:

- One (1) complete and quality checked LERRD Crediting Package.

TASK 6 - SURVEY SERVICES*

BRI subconsultant Mark Thomas will be providing Survey Services, including (1) Record Research and Boundary Survey, (2) Legal Description and Plat Map, and (3) Appraisal Exhibit. ***The complete scope and fee for these services is attached as Exhibit A.***

Deliverables:

- Boundary Survey in AutoCAD (Civil3D) 2022 format.
- One (1) Legal Description accompanied by 8.5"x11" Plat Maps for Temporary Work Area Easement (TWAE-Road), Permanent Road Easement (PRE), and Fee acquisition areas.
- One (1) Appraisal Exhibit.

****Mark Thomas' compete Scope and Fee will be attached to this proposal***

SCOPE OF WORK - GRAYSON ISLAND PARCEL**TASK 1 - RIGHT OF WAY PROJECT MANAGEMENT**

Rebekah Green will serve as the Project Manager and will oversee performance of the tasks involved in the delivery of the right of way. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with SJAFCA to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

TASK 2 - APPRAISAL SERVICES

BRI will develop one (1) full narrative appraisal of the estimated fair market value of the portion parcel to be acquired (approximately 20 acres). The restricted appraisal will be a narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

Deliverables:

- One (1) electronic Appraisal Report that meets all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

TASK 3 - ACQUISITION SERVICES

Upon review of the appraisal and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offer and acquire part of the property. The offer package will be reviewed internally for quality measures. BRI will then convey documents to the property owner until acceptance or impasse is reached. BRI will contact or attempt to contact the property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail or through the postal service. Finally, BRI will prepare a final file for the parcel, ensuring that it has been quality checked and meets State and Federal reporting requirements.

Deliverables:

- Fee acquisition of a 20-acre portion of one (1) parcel.
- Submit files on the negotiation, acquisition, and project settlement.

TASK 4 - TITLE AND ESCROW SERVICES

BRI will deliver documents and checks to escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate the escrow closing and file all applicable forms and documents with the County Assessor's office if needed.

Deliverables:

- Facilitate Title and Escrow support as outlined above for one (1) ownership.

TASK 5 - LAND, EASEMENTS, RIGHTS-OF-WAY, RELOCATION, AND DISPOSAL AREAS (LERRD) CREDITING PACKAGE SERVICES

BRI will also complete a LERRD Crediting Package for SJAFCA. This package will be a detailed accounting of the determination of actual project costs and credits due to SJAFCA, reconciliation of records and closing of active records. This is necessary so that SJAFCA can receive credit for actual associated direct and indirect costs of acquiring the interests necessary for the project.

Deliverables:

- One (1) complete and quality checked LERRD Crediting Package.

TASK 6 - SURVEY SERVICES*

BRI subconsultant Mark Thomas will be providing Survey Services, including (1) Record Research and Boundary Survey, (2) Legal Description and Plat Map, and (3) Appraisal Exhibit. ***The complete scope and fee for these services is attached as Exhibit A.***

Deliverables:

- Boundary Survey in AutoCAD (Civil3D) 2022 format.
- One (1) Legal Description accompanied by 8.5"x11" Plat Maps for Temporary Work Area Easement (TWAE-Road), Permanent Road Easement (PRE), and Fee acquisition areas.
- One (1) Appraisal Exhibit.

****Mark Thomas' compete Scope and Fee will be attached to this proposal***

PROJECT SCHEDULE

For each project, Survey Services will be complete four (4) to six (6) weeks after signed contract, Notice to Proceed (NTP), preliminary title report, proposed acquisition line and access are all provided. The restricted appraisal will be delivered within five (5) to seven (7) weeks of NTP, and acquisition and escrow tasks will take place over six (6) months, followed by completion of the LERRD Crediting Package.

FEE PROPOSAL - PER PROJECT

CALAVERAS RIVER PARCELS			
RIGHT OF WAY TASK	HOURS / UNIT	RATE / LUMP SUM	COST
PROJECT MANAGEMENT	10	\$190	\$1,900
APPRAISAL SERVICES	1	\$5,500	\$5,500
ACQUISITION SERVICES	1	\$4,000	\$4,000
TITLE AND ESCROW SERVICES	1	\$1,200	\$1,200
LERRD CREDITING PACKAGE SERVICES	1	\$2,000	\$2,000
SURVEY SERVICES (Mark Thomas - 5% markup)	1	\$21,447.30	\$21,447.30
Preliminary Title Report			\$850
Other Direct Costs (Mailings/Travel)			\$200
TOTAL			\$37,097.30

BIG HOG ISLAND PARCEL			
RIGHT OF WAY TASK	HOURS / UNIT	RATE / LUMP SUM	COST
PROJECT MANAGEMENT	10	\$190	\$1,900
APPRAISAL SERVICES	1	\$7,000	\$7,000
ACQUISITION SERVICES	1	\$4,000	\$4,000
TITLE AND ESCROW SERVICES	1	\$1,200	\$1,200
LERRD CREDITING PACKAGE SERVICES	1	\$2,000	\$2,000
SURVEY SERVICES (Mark Thomas - 5% markup)	1	\$33,372.15	\$33,372.15
Preliminary Title Report			\$850
Other Direct Costs (Mailings/Travel)			\$200
TOTAL			\$50,522.15

**** Relocation fees for Hog Island are not included in this proposal ****

LITTLE HOG ISLAND PARCEL			
RIGHT OF WAY TASK	HOURS / UNIT	RATE / LUMP SUM	COST
PROJECT MANAGEMENT	10	\$190	\$1,900
APPRAISAL SERVICES	1	\$5,000	\$5,000
ACQUISITION SERVICES	1	\$4,000	\$4,000
TITLE AND ESCROW SERVICES	1	\$1,200	\$1,200
LERRD CREDITING PACKAGE SERVICES	1	\$2,000	\$2,000
SURVEY SERVICES (Mark Thomas - 5% markup)	1	\$33,372.15	\$33,372.15
Preliminary Title Report			\$850
Other Direct Costs (Mailings/Travel)			\$200
TOTAL			\$48,522.15

VAN BUSKIRK PARK PARCEL			
RIGHT OF WAY TASK	HOURS / UNIT	RATE / LUMP SUM	COST
PROJECT MANAGEMENT	10	\$190	\$1,900
APPRAISAL SERVICES	1	\$5,500	\$5,500
ACQUISITION SERVICES	1	\$4,000	\$4,000
TITLE AND ESCROW SERVICES	1	\$1,200	\$1,200
LERRD CREDITING PACKAGE SERVICES	1	\$2,000	\$2,000
SURVEY SERVICES (Mark Thomas - 5% markup)	1	\$48,831.30	\$48,831.30
Preliminary Title Report			\$850
Other Direct Costs (Mailings/Travel)			\$200
TOTAL			\$64,481.30

MANTECA PARCEL			
RIGHT OF WAY TASK	HOURS / UNIT	RATE / LUMP SUM	COST
PROJECT MANAGEMENT	10	\$190	\$1,900
APPRAISAL SERVICES	1	\$4,500	\$4,500
ACQUISITION SERVICES	1	\$4,000	\$4,000
TITLE AND ESCROW SERVICES	1	\$1,200	\$1,200
LERRD CREDITING PACKAGE SERVICES	1	\$2,000	\$2,000
SURVEY SERVICES (Mark Thomas - 5% markup)	1	\$30,797.55	\$30,797.55
Preliminary Title Report			\$850
Other Direct Costs (Mailings/Travel)			\$200
TOTAL			\$45,447.55

GRAYSON ISLAND PARCEL			
RIGHT OF WAY TASK	HOURS / UNIT	RATE / LUMP SUM	COST
PROJECT MANAGEMENT	10	\$190	\$1,900
APPRAISAL SERVICES	1	\$5,000	\$5,000
ACQUISITION SERVICES	1	\$4,000	\$4,000
TITLE AND ESCROW SERVICES	1	\$1,200	\$1,200
LERRD CREDITING PACKAGE SERVICES	1	\$2,000	\$2,000
SURVEY SERVICES (Mark Thomas - 5% markup)	1	\$34,785.45	\$34,785.45
Preliminary Title Report			\$850
Other Direct Costs (Mailings/Travel)			\$200
TOTAL			\$49,935.45

All services will be billed as a lump sum, except for Project Management, which will be billed as time/materials, based on the rate provided.

Acquisition services will be billed at the following milestones:

MILESTONE BILLING	
Item Description	Cost
Offer package sent	\$1,500
Sixty (60) days or when an agreement is reached, whichever is sooner	\$2,000
Final project closeout; files transmitted to the SJAFCA	\$500

Escrow services will be billed at the following milestones:

MILESTONE BILLING	
Item Description	Cost
Funds deposited into escrow	\$600
Escrow Closes	\$600

Should you have any questions regarding this scope and fee, please reach out to Project Manager Rebekah Green at r.green@benderrosenthal.com or at (916) 978.4900, Ext. 2065.

We look forward to working with you on this project.

Sincerely,
BENDER ROSENTHAL, INC.



Renee Baur, PMP
CA Real Estate Broker
Chief Executive Officer



Exhibit A
Task order No. TBD

Scope of Services

Mark Thomas will provide survey services as outlined in this scope of work for acquisition support Calaveras River in Stockton, Ca., more particularly for APN 104-010-060, and APN 102-010-050 & 040. Mark Thomas will provide services in support of BRI conducting appraisal and acquisition services for San Joaquin Area Flood Control Agency (SJAFCFA).

Task 1 – Record Research & Boundary Survey

Mark Thomas will conduct record research in San Joaquin County to obtain maps shown on county assessor maps along with deeds and other maps of record not shown on the county assessor maps. It is assumed a preliminary title report (PTR) will be provided by SJAFCFA (or BRI) covering APN 104-010-060, and APN 102-010-050 & 040. Mark Thomas will review the PTR and all legible supporting documents showing encumbrances and easements discovered in the PTR will be plotted.

Field surveys will be conducted to locate physical evidence and approximately fifteen (15) monuments as shown on the following county recorded map:

- Book of Surveys, Volume 10, Page 55

Mark Thomas will conduct a boundary survey retracing the property and canal right of way based on Book of Surveys, Volume 10, Page 55, found at San Joaquin County records, existing physical evidence, vesting deeds and supporting documents.

It is assumed monuments of record exist and can be found without convoluted survey methods. It is assumed no material discrepancies will be discovered, but if discovered, Mark Thomas will stop work, inform the client, and request additional scope and fee to resolve any such issues in accordance with the Professional Land Surveyors Act and the Business and Professions code.

Boundary Survey will be prepared depicting the above information in AutoCAD (Civil3D) 2022 format.

Task 2 – Legal Description & Plat

Mark Thomas will provide up to one (1) description accompanied by 8.5"x11" plat for full acquisition of APN 104-010-060, APN 102-010-050 and 040, currently owned by Charles M. Weber IV.



► January 12, 2022

This description will meet DWR Geodetic Standards and will be based on the boundary survey completed per Task 1 and provided acquisition line work.

It is understood by BRI and Mark Thomas that without Task 1 – Record Research & Boundary Survey, this description may not meet DWR Geodetic Standards, and a boundary survey may result in an alternate location and/or area of the described land.

Task 3 – Appraisal Exhibit

Mark Thomas will prepare up to one (1) Appraisal Exhibit for APN 104-010-060, APN 102-010-050 and 040, depicting the acquisition area, encumbrances, parcel lines, and design improvements and other structures and design features. It is assumed the exhibit will be one 11x17 sheet at a suitable scale and will be shown over stock aerial photography.

Assumptions / Exclusions

- It is assumed all access will be provided by SJAFCA at no cost to Mark Thomas per mobilization.
- It is assumed no topographic survey of the waterlines, flowlines of the river will be needed.
- It is assumed SJAFCA will provide current PTR and all supporting documents / maps at no cost to Mark Thomas.
- Record of Survey is excluded.
- Setting monuments is excluded
- Survey and delineation of exact OHWL / MHT line is excluded.

Fee Estimate

The lump sum fee for each task above is listed here:

TASK	FEE
Task 1 – Record Research & Boundary Survey	\$12,486
Task 2 – Legal Description & Plat	\$3,510
Task 3 – Appraisal Exhibit	\$2,880
TOTAL WORK ORDER AMOUNT (+ \$200 ODCs)	\$19,076

MARK THOMAS



Sam McIntyre, LS
Sr. Survey Manager-Shareholder

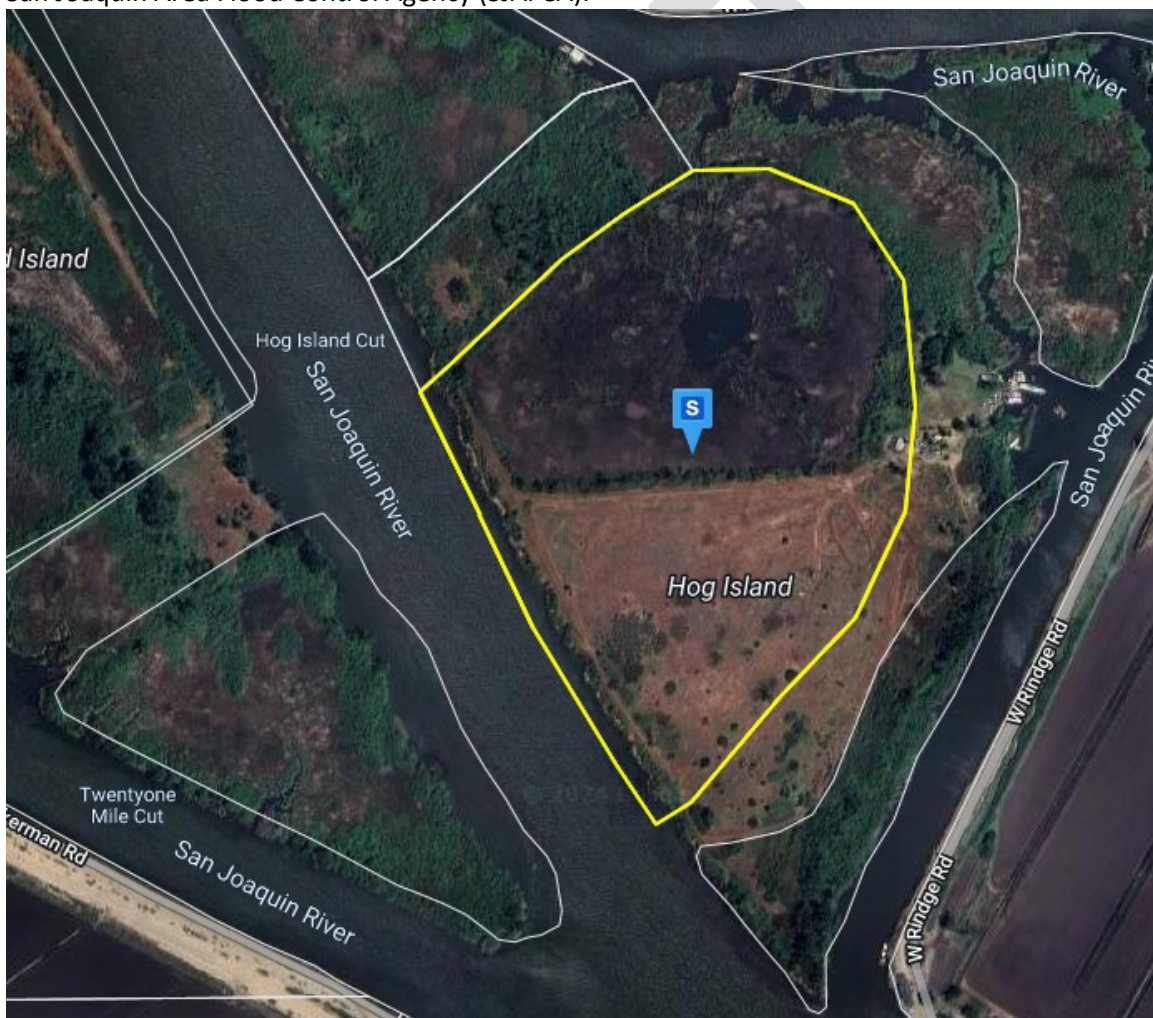




Exhibit A
Task order No. TBD

Scope of Services

Mark Thomas will provide survey services as outlined in this scope of work for acquisition support for “Big” Hog Island in Stockton, Ca., more particularly for APN 071-070-010. Mark Thomas will provide services in support of BRI conducting appraisal and acquisition services for San Joaquin Area Flood Control Agency (SJAFA).



Task 1 – Record Research & Boundary Survey



► April 19, 2022

Mark Thomas will conduct record research in San Joaquin County to obtain maps shown on county assessor maps along with deeds and other maps of record not shown on the county assessor maps. It is assumed a preliminary title report (PTR) will be provided by SJAFCA (or BRI) covering APN 071-070-010. Mark Thomas will review the PTR and all legible supporting documents showing encumbrances and easements discovered in the PTR will be plotted.

Field surveys will be conducted to locate monuments as shown on the following recorded map:

- Book of Surveys 531-AA

Mark Thomas will retrace the record boundary based on Book of Surveys 531-AA, found monuments, vesting deeds, and supporting documents along with creating a meander line of the ordinary high water line (OHWL) that will be located per Task 2 of this scope of work.

It is assumed monuments of record exist and can be found without convoluted survey methods. It is assumed no material discrepancies will be discovered, but if discovered, Mark Thomas will stop work, inform the client, and request additional scope and fee to resolve any such issues in accordance with the Professional Land Surveyors Act and the Business and Professions code.

Boundary Survey will be prepared depicting the above information in AutoCAD (Civil3D) 2022 format.

Task 2 – Ordinary High Water Line Survey

Mark Thomas will set up to eight (8) flight panels for sub-consultant Aerotech to collect aerial LiDAR data along the bank of Hog Island. Aerotech will provide a digital terrain model (DTM) with 1' contours in AutoCAD Civil3D. Mark Thomas will determine the ordinary high water line (OHWL) elevation for this area based on local tidal gauges. A meander line along the contour matching the OHWL elevation will be plotted and incorporated in the Boundary Survey prepared in Task 1.

Task 3 – Legal Description & Plat

Mark Thomas will provide up to one (1) description accompanied by 8.5"x11" plat for full acquisition of APN 071-070-010, currently owned by Gary Scannavino.

This description will meet DWR Geodetic Standards and will be based on the boundary survey completed per Task 1 and provided acquisition line work.

It is understood by BRI and Mark Thomas that without Task 1 & 2 – Record Research & Boundary Survey and Ordinary High Water Line Survey, this description may not meet DWR Geodetic Standards, and may not be accepted for transfer to the state.

Task 4 – Appraisal Exhibit

Mark Thomas will prepare up to one (1) Appraisal Exhibit for APN 071-070-010, depicting the acquisition area, encumbrances, parcel lines, and design improvements and other structures and design features. It is assumed the exhibit will be one 11x17 sheet at a suitable scale and will be shown over stock aerial photography.



► April 19, 2022

Assumptions / Exclusions

- It is assumed all access will be provided by SJAFCA at no cost to Mark Thomas per mobilization.
- It is assumed SJAFCA will provide current PTR and all supporting documents / maps at no cost to Mark Thomas.
- Record of Survey is excluded.
- Setting monuments is excluded

Fee Estimate

The lump sum fee for each task above is listed here:

TASK	FEE
Task 1 – Record Research & Boundary Survey	\$6,526
Task 2 – Ordinary High Water Line Survey	\$18,797
Task 2 – Legal Description & Plat	\$3,580
Task 3 – Appraisal Exhibit	\$2,680
TOTAL WORK ORDER AMOUNT (+ \$200 ODCs)	\$31,783

MARK THOMAS



Sam McIntyre, LS
Sr. Survey Manager-Shareholder





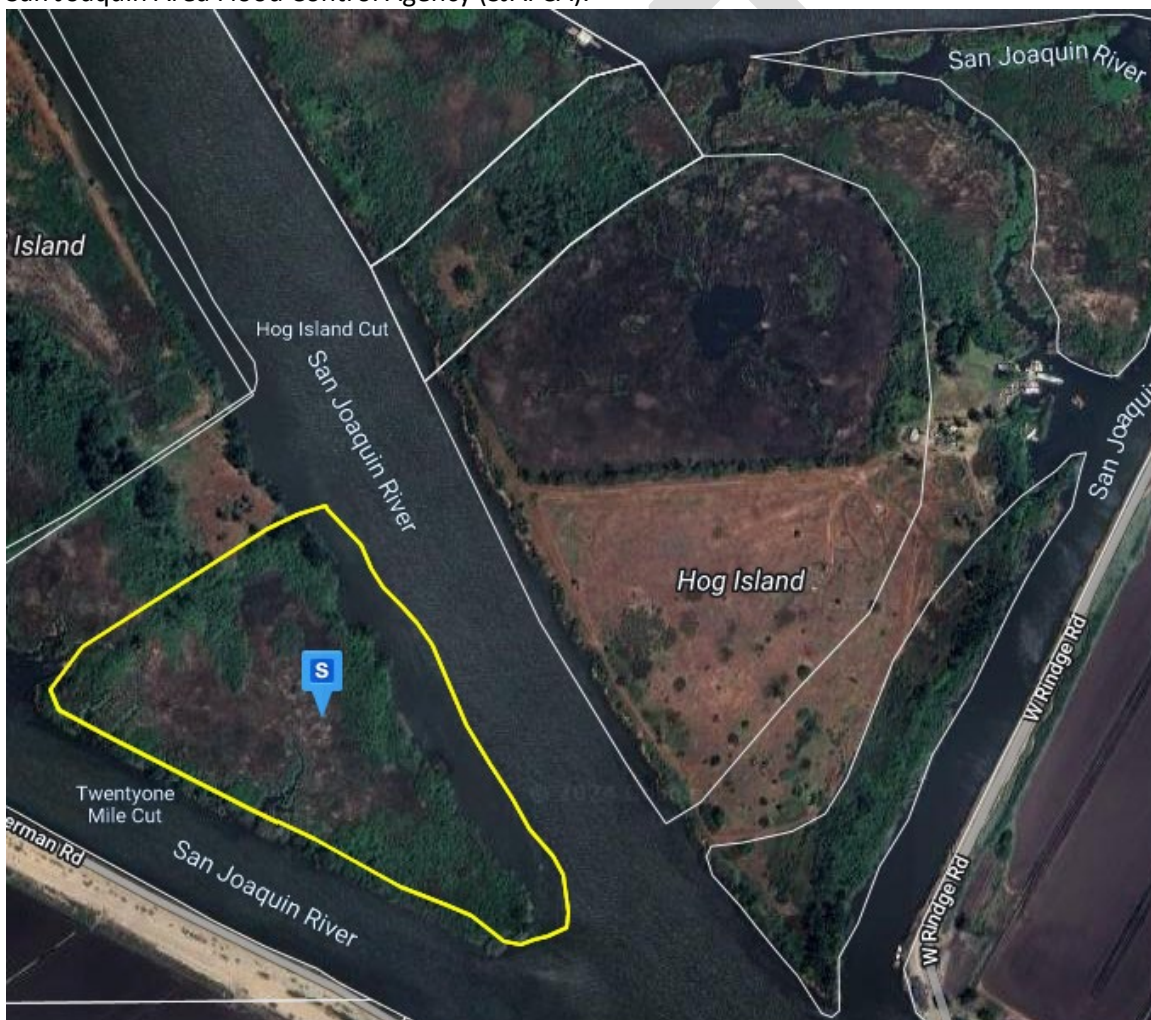
MARK THOMAS

Exhibit A

Task order No. TBD

Scope of Services

Mark Thomas will provide survey services as outlined in this scope of work for acquisition support for "Little" Hog Island in Stockton, Ca., more particularly for APN 129-290-010. Mark Thomas will provide services in support of BRI conducting appraisal and acquisition services for San Joaquin Area Flood Control Agency (SJAFA).



Task 1 – Record Research & Boundary Survey



► April 19, 2024

Mark Thomas will conduct record research in San Joaquin County to obtain maps shown on county assessor maps along with deeds and other maps of record not shown on the county assessor maps. It is assumed a preliminary title report (PTR) will be provided by SJAFCA (or BRI) covering APN 129-290-010. Mark Thomas will review the PTR and all legible supporting documents showing encumbrances and easements discovered in the PTR will be plotted.

Field surveys will be conducted to locate two (2) monuments as shown on the following recorded map:

- Book of Surveys 531-AA

Mark Thomas will retrace the record boundary based on Book of Surveys 531-AA, found monuments, vesting deeds, and supporting documents along with creating a meander line of the ordinary high water line (OHWL) that will be located per Task 2 of this scope of work.

It is assumed monuments of record exist and can be found without convoluted survey methods. It is assumed no material discrepancies will be discovered, but if discovered, Mark Thomas will stop work, inform the client, and request additional scope and fee to resolve any such issues in accordance with the Professional Land Surveyors Act and the Business and Professions code.

Boundary Survey will be prepared depicting the above information in AutoCAD (Civil3D) 2022 format.

Task 2 – Ordinary High Water Line Survey

Mark Thomas will set up to eight (8) flight panels for sub-consultant Aerotech to collect aerial LiDAR data along the bank of Hog Island. Aerotech will provide a digital terrain model (DTM) with 1' contours in AutoCAD Civil3D. Mark Thomas will determine the ordinary high water line (OHWL) elevation for this area based on local tidal gauges. A meander line along the contour matching the OHWL elevation will be plotted and incorporated in the Boundary Survey prepared in Task 1.

Task 3 – Legal Description & Plat

Mark Thomas will provide up to one (1) description accompanied by 8.5"x11" plat for full acquisition of APN 129-290-010, currently owned by California Delta Habitat & Education Foundation.

This description will meet DWR Geodetic Standards and will be based on the boundary survey completed per Task 1 and provided acquisition line work.

It is understood by BRI and Mark Thomas that without Task 1 & 2 – Record Research & Boundary Survey and Ordinary High Water Line Survey, this description may not meet DWR Geodetic Standards, and may not be accepted for transfer to the state.

Task 4 – Appraisal Exhibit

Mark Thomas will prepare up to one (1) Appraisal Exhibit for APN 129-290-010, depicting the acquisition area, encumbrances, parcel lines, and design improvements and other structures and design features. It is assumed the exhibit will be one 11x17 sheet at a suitable scale and will be shown over aerial imagery collected in Task 2.



► April 19, 2024

Assumptions / Exclusions

- It is assumed all access will be provided by SJAFCA at no cost to Mark Thomas per mobilization.
- It is assumed SJAFCA will provide current PTR and all supporting documents / maps at no cost to Mark Thomas.
- Record of Survey is excluded.
- Setting monuments is excluded

Fee Estimate

The lump sum fee for each task above is listed here:

TASK	FEE
Task 1 – Record Research & Boundary Survey	\$6,526
Task 2 – Ordinary High Water Line Survey	\$18,797
Task 2 – Legal Description & Plat	\$3,580
Task 3 – Appraisal Exhibit	\$2,680
TOTAL WORK ORDER AMOUNT (+ \$200 ODCs)	\$31,783

MARK THOMAS



Sam McIntyre, LS
Sr. Survey Manager-Shareholder





Exhibit A
Task order No. 3

Scope of Services

Mark Thomas will provide survey services as outlined in this scope of work for acquisition support for the Van Buskirk Park parcel in Stockton, Ca. Mark Thomas will provide services in support of BRI conducting appraisal and acquisition services for San Joaquin Area Flood Control Agency (SJAFCFA).

Task 1 – Record Research & Boundary Survey

Mark Thomas will conduct record research in San Joaquin County to obtain maps shown on county assessor maps along with deeds and other maps of record not shown on the county assessor maps. Mark Thomas will coordinate with DWR (and Reclamation Districts) to obtain record maps showing the limits of ownership along waterways (San Joaquin River & French Camp Slough). It is assumed a preliminary title report (PTR) will be provided by SJAFCFA (or BRI) covering APN 163-070-360. Mark Thomas will review the PTR and all legible supporting documents showing encumbrances and easements discovered in the PTR will be plotted.

Field surveys will be conducted to locate physical evidence (fences, ditches, etc.) and approximately twenty-two (22) monuments shown on the following county recorded maps:

- Book 31 of Maps & Plats, Page(s) 27, 47, and 111
- Book 32 of Maps & Plats, Page(s) 35, 63, and 64
- Book 19 of Maps & Plats, Page 14

Boundary Survey will be prepared depicting the above information in AutoCAD (Civil3D) 2022 format.

Task 2 – Ordinary High Water Line Survey

Mark Thomas will set up to nine (9) flight panels for sub-consultant Aerotech to collect aerial LiDAR data along the east bank of the San Joaquin River and the French Camp/Walker Slough. Aerotech will provide a digital terrain model (DTM) with 1' contours in AutoCAD Civil3D. Mark Thomas will determine the ordinary high water line (OHWL) elevation for this area based on local tidal gauges. A meander line along the contour matching the OHWL elevation will be plotted and incorporated in the Boundary Survey prepared in Task 1.

Task 3 – Legal Description & Plat

Mark Thomas will provide up to one (1) description accompanied by 8.5"x11" plat for acquisition of a portion of land within APN 163-070-360. The approximate acquisition is 50 acres. Mark Thomas assumes acquisition lines in AutoCAD (Civil3D) will be provided to complete this task.



► January 12, 2022

This description will meet DWR Geodetic Standards and will be based on the boundary survey completed per Task 1 and provided acquisition line work.

It is understood by BRI and Mark Thomas that without Task 1 & 2, this description may not meet DWR Geodetic Standards, and a boundary survey may result in an alternate location and/or area of the described land.

Task 4 – Appraisal Exhibit

Mark Thomas will prepare up to one (1) Appraisal Exhibit for APN 163-070-360, depicting the acquisition area, encumbrances, parcel lines, and design improvements/features impacting owners and stakeholders. It is assumed exhibit will be one 11x17 sheet at a suitable scale and will be shown over aerial imager.

Assumptions / Exclusions

- It is assumed all access will be provided by SJAFCA at no cost to Mark Thomas per mobilization.
- It is assumed SJAFCA will provide current PTR and all supporting documents / maps at no cost to Mark Thomas.
- It is assumed SJAFCA will provide acquisition line in AutoCAD 2022 format with datum statement sufficient to match the Mark Thomas survey.
- Record of Survey is excluded.
- Setting monuments is excluded

Fee Estimate

The lump sum fee for each task above is listed here:

TASK	FEE
Task 1 – Record Research & Boundary Survey	\$18,362
Task 2 - Ordinary High Water Line Survey	\$19,784
Task 3 – Legal Description & Plat	\$4,660
Task 4 – Appraisal Exhibit	\$3,300
TOTAL WORK ORDER AMOUNT (+ \$400 ODCs)	\$46,506

MARK THOMAS



Sam McIntyre, LS
Sr. Survey Manager-Shareholder





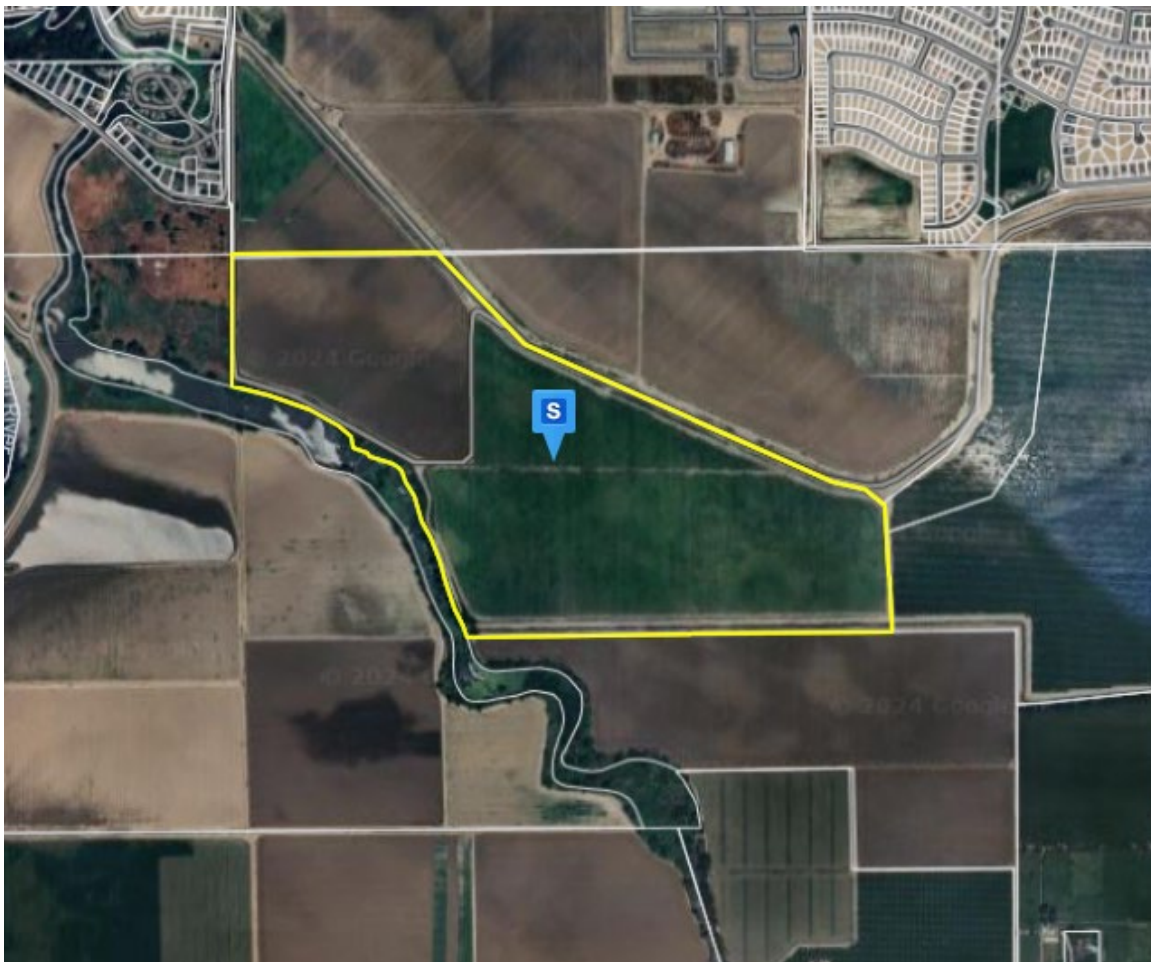
MARK THOMAS

Exhibit A

Task order No. TBD

Scope of Services

Mark Thomas will provide survey services as outlined in this scope of work for acquisition support for APN 241-240-030, located at 2200 W Woodward Ave. in Manteca, Ca. Mark Thomas will provide services in support of BRI conducting appraisal and acquisition services for San Joaquin Area Flood Control Agency (SJAFC).



► April 19, 2024

Task 1 – Record Research & Boundary Survey

Mark Thomas will conduct record research in San Joaquin County to obtain maps shown on county assessor maps along with deeds and other maps of record not shown on the county assessor maps. It is assumed a preliminary title report (PTR) will be provided by SJAFC (or BRI) covering APN 241-240-030. Mark Thomas will review the PTR and all legible supporting documents showing encumbrances and easements discovered in the PTR will be plotted.

Field surveys will be conducted to locate physical evidence (fences, ditches, etc.) and monuments shown on the following county recorded maps:

- Book 44 of Maps & Plats, Page 72
- Book 44 of Maps & Plats, Page 36

Mark Thomas will retrace the record boundary based on the maps listed above, found monuments, vesting deeds, and supporting documents along with creating a meander line of the ordinary high water line (OHWL) that will be located per Task 2 of this scope of work.

It is assumed monuments of record exist and can be found without convoluted survey methods. It is assumed no material discrepancies will be discovered, but if discovered, Mark Thomas will stop work, inform the client, and request additional scope and fee to resolve any such issues in accordance with the Professional Land Surveyors Act and the Business and Professions code.

Boundary Survey will be prepared depicting the above information in AutoCAD (Civil3D) 2022 format.

Task 2 – Ordinary High Water Line Survey

Mark Thomas will set up to five (5) flight panels for sub-consultant Aerotech to collect aerial LiDAR data along the east bank of Walthall slough. Aerotech will provide a digital terrain model (DTM) with 1' contours in AutoCAD Civil3D. Mark Thomas will determine the ordinary high water line (OHWL) elevation for this area based on local tidal gauges. A meander line along the contour matching the OHWL elevation will be plotted and incorporated in the Boundary Survey prepared in Task 1.

Task 3 – Legal Description & Plat

Mark Thomas will provide up to one (1) description accompanied by 8.5"x11" plat for full acquisition of APN 241-240-030, currently owned by the City of Manteca.

This description will meet DWR Geodetic Standards and will be based on the boundary survey completed per Task 1 and provided acquisition line work.

It is understood by BRI and Mark Thomas that without Task 1 & 2 – Record Research & Boundary Survey and Ordinary High Water Line Survey, this description may not meet DWR Geodetic Standards, and may not be accepted for transfer to the state.

Task 4 – Appraisal Exhibit

Mark Thomas will prepare up to one (1) Appraisal Exhibit for APN 241-240-030, depicting the acquisition areas, encumbrances, parcel lines, and design improvements such as access roads,



- April 19, 2024
- wells, siphons, and other structures and design features impacting private owners. It is assumed each exhibit will be one 11x17 sheet at a suitable scale and will be shown over stock aerial photography.

Assumptions / Exclusions

- It is assumed all access will be provided by SJAFCA at no cost to Mark Thomas per mobilization.
- It is assumed SJAFCA will provide current PTR and all supporting documents / maps at no cost to Mark Thomas.
- Record of Survey is excluded.
- Setting monuments is excluded

Fee Estimate

The lump sum fee for each task above is listed here:

TASK	FEE
Task 1 – Record Research & Boundary Survey	\$10,976
Task 2 – Ordinary High Water Line Survey	\$11,895
Task 2 – Legal Description & Plat	\$3,580
Task 3 – Appraisal Exhibit	\$2,680
TOTAL WORK ORDER AMOUNT (+ \$200 ODCs)	\$29,331

MARK THOMAS



Sam McIntyre, LS
Sr. Survey Manager-Shareholder





MARK THOMAS

Exhibit A

Task order No. TBD

Scope of Services

Mark Thomas will provide survey services as outlined in this scope of work for acquisition support Grayson Island, located adjacent to the Sherman Island East Levee, in Sacramento County. Mark Thomas will provide services in support of BRI conducting appraisal and acquisition services for San Joaquin Area Flood Control Agency (SJAFC).



Task 1 – Record Research

Mark Thomas will conduct record research in San Joaquin County to obtain maps shown on county assessor maps along with deeds and other maps of record not shown on the county assessor maps. Mark Thomas will coordinate with DWR (and Reclamation Districts) to obtain record maps showing the limits of ownership along waterways (San Joaquin River). It is assumed a preliminary title report (PTR) will be provided by SJAFC (or BRI) covering APN 158-0030-008. Mark Thomas will review the PTR and all legible supporting documents showing encumbrances and easements discovered in the PTR will be plotted.



► April 26, 2024

Task 2 –Ordinary High Water Line Boundary Survey

The legal boundary survey of Grayson Island is assumed to be the ordinary high water line (OHWL). Mark Thomas will set up to six (6) flight panels for sub-consultant Aerotech to collect aerial LiDAR data along the east bank of the San Joaquin River and the French Camp/Walker Slough. Aerotech will provide a digital terrain model (DTM) with 1' contours in AutoCAD Civil3D. Mark Thomas will determine the OHWL elevation for this area based on local tidal gauges. A meander line along the contour matching the OHWL elevation will be plotted and incorporated in the Boundary Survey prepared in Task 1.

Project control for this boundary survey will be based on CCS83(2011), Zone II, NAVD88 or other SJAFCA provided control values.

Task 3 – Legal Description & Plat

Mark Thomas will provide up to one (1) description accompanied by 8.5"x11" plat for full take acquisition of APN 158-0030-008.

This description will meet DWR Geodetic Standards and will be based on the boundary survey completed per Task 2. It is assumed legal description and plat will undergo one technical review by SJAFCA.

It is understood by BRI and Mark Thomas that without Task 1 & 2, this description may not meet DWR Geodetic Standards, and a boundary survey may result in an alternate location and/or area of the described land.

Task 4 – Appraisal Exhibit

Mark Thomas will prepare up to one (1) Appraisal Exhibit for APN 158-0030-008, depicting the acquisition area, encumbrances, parcel lines, and design improvements/features impacting owners and stakeholders. It is assumed exhibit will be one 11x17 sheet at a suitable scale and will be shown over aerial imager.

Assumptions / Exclusions

- It is assumed all access will be provided by SJAFCA at no cost to Mark Thomas per mobilization.
- It is assumed SJAFCA will provide current PTR and all supporting documents / maps at no cost to Mark Thomas.
- It is assumed SJAFCA will provide acquisition line in AutoCAD 2022 format with datum statement sufficient to match the Mark Thomas survey.
- Record of Survey is excluded.
- Setting monuments is excluded



➤ April 26, 2024

Fee Estimate

The lump sum fee for each task above is listed here:

TASK	FEE
Task 1 – Record Research	\$2,260
Task 2 - Ordinary High Water Line Survey Boundary Survey	\$23,029
Task 3 – Legal Description & Plat	\$4,340
Task 4 – Appraisal Exhibit	\$3,300
TOTAL WORK ORDER AMOUNT (+ \$200 ODCs)	\$33,129

MARK THOMAS



Sam McIntyre, LS
Sr. Survey Manager-Shareholder



COST PROPOSAL FOR PROJECT SCOPE: BRI-SJAFCA-Calaveras River

 MARK THOMAS									TOTAL COST	
		Survey Manager II	Project Surveyor II	Asst Surveyor II	Survey Technician III	2-Person Crew (OE3)*	Sr. Project Coordinator	Total Hours		Total MT Cost
		\$280	\$210	\$160	\$155	\$335	\$173			
1.0										
1.1	Record Research & Boundary Survey	4	16	6	8	20	2	56	\$13,726	\$13,726
1.2	Legal Description & Plat	1	4	4	12			21	\$3,620	\$3,620
1.3	Appraisal Exhibit	1	2	2	12			17	\$2,880	\$2,880
Subtotal Phase 1		6	22	12	32	20	2	94	\$20,226	\$20,226
TOTAL HOURS		6	22	12	32	20	2	94		
OTHER DIRECT COSTS: (Mileage)									\$200	\$200
TOTAL COST		\$1,680	\$4,620	\$1,920	\$4,960	\$6,700	\$346		\$20,426	\$20,426

Please note that the rates shown are for estimating purposes only.
See rate schedule for actual rates/ranges.

COST PROPOSAL FOR PROJECT SCOPE: BRI-SJAFCA-Big Hog Island

 MARK THOMAS									Subconsultants		TOTAL COST	
									Aerotech	Sub Mark-Up 5%		
	Survey Manager II	Project Surveyor II	Asst Surveyor II	Survey Technician III	2-Person Crew (OE3)*	Sr. Project Coordinator	Total Hours	Total MT Cost				
	\$280	\$210	\$160	\$155	\$335	\$173						
1.0												
1.1	Record Research & Boundary Survey	2	8	4	4	8	2	28	\$6,526	-	\$0	\$6,526
1.2	Ordinary High Water Line Survey	1	2		2	10	2	17	\$4,706	13,420	\$671	\$18,797
1.3	Legal Description & Plat	2	4	2	12			20	\$3,580	-	\$0	\$3,580
1.4	Appraisal Exhibit	1	4	2	8			15	\$2,680	-	\$0	\$2,680
								0	\$0	-	\$0	\$0
	Subtotal Phase 1	6	18	8	26	18	4	80	\$17,492	\$13,420	\$671	\$31,583
	TOTAL HOURS	6	18	8	26	18	4	80				
	OTHER DIRECT COSTS: (Mileage)								\$200	\$0		\$200
	TOTAL COST	\$1,680	\$3,780	\$1,280	\$4,030	\$6,030	\$692		\$17,692	\$13,420	\$671	\$31,783

Please note that the rates shown are for estimating purposes only.
See rate schedule for actual rates/ranges.

COST PROPOSAL FOR PROJECT SCOPE: BRI-SJAFCA-Little Hog Island

 MARK THOMAS									Subconsultants		TOTAL COST	
									Aerotech	Sub Mark-Up 5%		
		Survey Manager II \$280	Project Surveyor II \$210	Asst Surveyor II \$160	Survey Technician III \$155	2-Person Crew (OE3)* \$335	Sr. Project Coordinator \$173	Total Hours				Total MT Cost
1.0												
1.1	Record Research & Boundary Survey	2	8	4	4	8	2	28	\$6,526	-	\$0	\$6,526
1.2	Ordinary High Water Line Survey	1	2		2	10	2	17	\$4,706	13,420	\$671	\$18,797
1.3	Legal Description & Plat	2	4	2	12			20	\$3,580	-	\$0	\$3,580
1.4	Appraisal Exhibit	1	4	2	8			15	\$2,680	-	\$0	\$2,680
								0	\$0	-	\$0	\$0
Subtotal Phase 1		6	18	8	26	18	4	80	\$17,492	\$13,420	\$671	\$31,583
TOTAL HOURS		6	18	8	26	18	4	80				
OTHER DIRECT COSTS: (Mileage)									\$200	\$0		\$200
TOTAL COST		\$1,680	\$3,780	\$1,280	\$4,030	\$6,030	\$692		\$17,692	\$13,420	\$671	\$31,783

COST PROPOSAL FOR PROJECT SCOPE: BRI-SJAFCA-Manteca

									Subconsultants		TOTAL COST
	Survey Manager II \$280	Project Surveyor II \$210	Asst Surveyor II \$160	Survey Technician III \$155	2-Person Crew (OE3)* \$335	Sr. Project Coordinator \$173	Total Hours	Total MT Cost	Aerotech	Sub Mark- Up 5%	
1.0											
1.1 Record Research & Boundary Survey	2	12	4	10	16	2	46	\$10,976	-	\$0	\$10,976
1.2 Ordinary High Water Line Survey	1	2		2	8	2	15	\$4,036	7,485	\$374	\$11,895
1.3 Legal Description & Plat	2	4	2	12			20	\$3,580	-	\$0	\$3,580
1.4 Appraisal Exhibit	1	4	2	8			15	\$2,680	-	\$0	\$2,680
							0	\$0	-	\$0	\$0
Subtotal Phase 1	6	22	8	32	24	4	96	\$21,272	\$7,485	\$374	\$29,131
TOTAL HOURS	6	22	8	32	24	4	96				
OTHER DIRECT COSTS: (Mileage)								\$200	\$0		\$200
TOTAL COST	\$1,680	\$4,620	\$1,280	\$4,960	\$8,040	\$692		\$21,472	\$7,485	\$374	\$29,331

Please note that the rates shown are for estimating purposes only.
See rate schedule for actual rates/ranges.

COST PROPOSAL FOR PROJECT SCOPE: BRI-SJAFCA-Van Buskirk Park

 MARK THOMAS									Subconsultants		TOTAL COST	
									Aerotech	Sub Mark-Up 5%		
		Survey Manager II \$280	Project Surveyor II \$210	Asst Surveyor II \$160	Survey Technician III \$155	2-Person Crew (OE3)* \$335	Sr. Project Coordinator \$173	Total Hours				Total MT Cost
1.0												
1.1	Record Research & Boundary Survey	4	16	8	12	30	4	74	\$18,362	-	\$0	\$18,362
1.2	Ordinary High Water Line Survey	1	2	4	2	10	2	21	\$5,346	13,750	\$688	\$19,784
1.3	Legal Description & Plat	1	6	4	16			27	\$4,660	-	\$0	\$4,660
1.4	Appraisal Exhibit	1	4	2	12			19	\$3,300	-	\$0	\$3,300
								0	\$0	-	\$0	\$0
Subtotal Phase 1		7	28	18	42	40	6	141	\$31,668	\$13,750	\$688	\$46,106
TOTAL HOURS		7	28	18	42	40	6	141				
OTHER DIRECT COSTS: (Mileage)									\$400	\$0		\$400
TOTAL COST		\$1,960	\$5,880	\$2,880	\$6,510	\$13,400	\$1,038		\$32,068	\$13,750	\$688	\$46,506

COST PROPOSAL FOR PROJECT SCOPE: BRI-SJAFCA-Grayson Island

									Subconsultants		TOTAL COST	
									Aerotech	Sub Mark- Up 5%		
		Survey Manager II	Project Surveyor II	Asst Surveyor II	Survey Technician III	2-Person Crew (OE3)*	Sr. Project Coordinator	Total Hours				Total MT Cost
		\$280	\$210	\$160	\$155	\$335	\$173					
1.0												
1.1	Record Research	1	2	2	8			13	\$2,260	-	\$0	\$2,260
1.2	Ordinary High Water Line Survey Boundary Survey	2	8	4	4	16	3	37	\$9,379	13,000	\$650	\$23,029
1.3	Legal Description & Plat	1	6	2	16			25	\$4,340	-	\$0	\$4,340
1.4	Appraisal Exhibit	1	4	2	12			19	\$3,300	-	\$0	\$3,300
								0	\$0	-	\$0	\$0
Subtotal Phase 1		5	20	10	40	16	3	94	\$19,279	\$13,000	\$650	\$32,929
TOTAL HOURS		5	20	10	40	16	3	94				
OTHER DIRECT COSTS: (Mileage)									\$200	\$0		\$200
TOTAL COST		\$1,400	\$4,200	\$1,600	\$6,200	\$5,360	\$519		\$19,479	\$13,000	\$650	\$33,129



May 16, 2024

Bender Rosenthal Incorporated (BRI)
701 University Ave Suite 200
Sacramento, CA 95825

AMENDMENT NO. 6 TO SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT AGREEMENT TO PROVIDE SURVEY AND RIGHT-OF-WAY ACQUISITION SERVICES OF MITIGATION PARCELS IDENTIFIED IN THE COMPENSATORY MITIGATION PLAN FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT.

The contractual services agreement between San Joaquin Area Flood Control Agency (SJAFCA) and Bender Rosenthal Incorporated (BRI) entered on March 3, 2023, will be amended with Amendment No. 6 to provide ROW and Survey services for the Lower San Joaquin River Project.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement contained herein, the Agency and Consultant agree, and contract as follows:

1. The budget is amended in the amount of (an additional) \$296,005.90.
2. Consultant will provide Right-of-Way and Survey Services for the APN's mentioned in Attachment 1.
3. All terms not defined in this Amendment No. 6 shall have the meaning ascribed to them in the Agreement. Except as otherwise provided herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment No. 6 as parties on the date first written above.

SJAFCA:

BENDER ROSENTHAL INCORPORATED:

CHRIS ELIAS
EXECUTIVE DIRECTOR

RENEE BAUR
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

SCOTT L. SHAPIRO
LEGAL COUNSEL

Attachments:

RESOLUTION NO. SJAFCA 24-17**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

AUTHORIZATION TO EXECUTE AMENDMENT NO. 6 TO THE CONSULTANT SERVICES AGREEMENT WITH BENDER ROSNTHAL INCORPORATED (BRI) FOR THE SAN JOAQUIN RIVER BASIN, LOWER SAN JOAQUIN RIVER, CALIFORNIA PROJECT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

Authorize the Executive Director to:

1. Execute Amendment No. 6 to the consultant services agreement with Bender Rosenthal Incorporated (BRI) for the San Joaquin River Basin, Lower San Joaquin River, California Project in the amount of \$296,005.90 to complete the real estate acquisition, appraisals and necessary surveys on six (6) privately owned properties which will provide environmental mitigation benefits and allow for the construction of the LSJR project to move forward.
2. Appropriate \$296,005.90 to fund the tasks covered in Amendment No. 6 with a not-to-exceed total contractual budget of \$439,499.90.

PASSED, APPROVED AND ADOPTED this 16 day of MAY 2024.

PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Executive Director
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

**End of
Agenda Packet**