

Both Erika Durrer and Rochelle Henson assured the Harris' that the reclassification change would have no impact on the Harris' desire to continue the farming operations currently on the property.

Martin Harris inquired as to whether Terra Land Group could potentially replace a failed Agricultural well or upgrade either the two (2) government regulated diesel pump engines supplying irrigation water to the property?

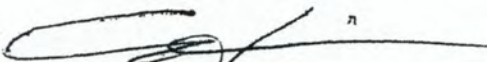
Rochelle Henson responded that the City would support the Harris' need to invest in capital projects necessary to maintain a reliable irrigation water supply to the property for the purpose of sustaining current agricultural use pending future development.

Rochelle Henson went on to state that Terra Land Group would be expected to contact the City of Manteca Planning Department prior to beginning any capital improvements necessary to support the continuing farming operations on the property.

The meeting ended with Martin Harris stating to Erika Durrer and Rochelle Henson that he felt reassured, and that he appreciated the City's efforts in addressing the Harris' concerns relating to the Harris' current and future use of their property.

In closing, the Harris' are committed to placing their trust that the City of Manteca will take any and all appropriate actions, concerning the anticipated modification to the general plan, in order to protect the Harris' best interest in accordance with the assurances made by City Planning Staff during the meeting held on 06-24-13.

In trust,



Martin Harris

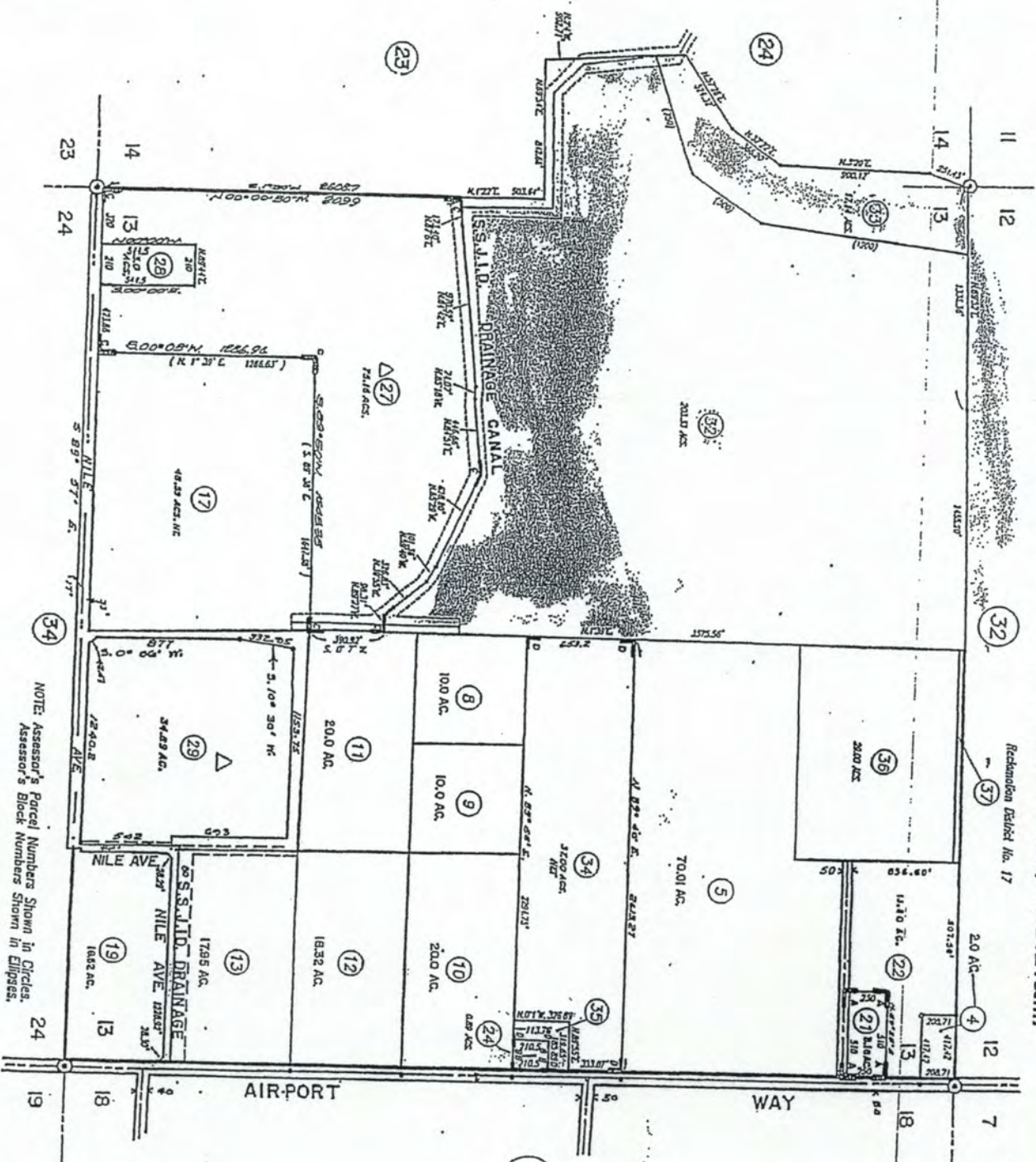


It of District boundaries  
 and need to annex

SEC. 13, POR. SEC. 14, T.2S. R.6.E., M.D.B.&M.

THIS MAP IS FOR  
 ASSESSMENT USE ONLY

241-33



NOTE: Assessor's Parcel Numbers Shown in Circles.  
 Assessor's Block Numbers Shown in Clippings.

△ - WILLIAMSON ACT PARCELS

- A - R. S. Bk. 25 Pg. 106
- B - P. M. Bk. 06 Pg. 135
- C - P. M. Bk. 09 Pg. 146
- D - P. M. Bk. 09 Pg. 055

YEAR	PAR.	PAR.	PAR.	HIGHEST APN. USED
20-21	28			
21-22	29			
22-23	30			
23-24	31			
24-25	32			
25-26	33			
26-27	34			
27-28	35			
28-29	36			
29-30	37			
30-31	38			
31-32	39			
32-33	40			
33-34	41			
34-35	42			
35-36	43			
36-37	44			
37-38	45			
38-39	46			
39-40	47			
40-41	48			
41-42	49			
42-43	50			
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79-80	87			
80-81	88			
81-82	89			
82-83	90			
83-84	91			
84-85	92			
85-86	93			
86-87	94			
87-88	95			
88-89	96			
89-90	97			
90-91	98			
91-92	99			
92-93	100			

Assessor's Map Bk. 241 Pg. 33  
 County of San Joaquin, Calif.

## Condos coming along extension of Center Street

The view from Manteca Golf Course's back nine may soon include condos.

The Community Development Department has received an application

from a developer wanting to build a 184-unit condo complex. It would



**DENNIS WYATT**

*Executive Editor*

straddle the western extension of Center Street from Trevino Avenue to St. Dominic's Drive.

The street will cut the project into two phases. Each cluster of condos north and south of the future extension of Center Street will have its own clubhouse/community center, swimming pool, tot lot, laundry and fitness facilities.

The project dubbed Alma Place will have 30 percent of the condos as one bedroom, 61 percent as two bedrooms, and 9 percent as three bedrooms.

The dirt on the dirt The dirt movement on the city-owned parcel across from Big League Dreams and the Sta-

## CONDOS

FROM PAGE A1

dium Retail Center isn't for a new retail complex or hotel although that is the city's goal.

Instead it is dirt being moved in connection with a private sector project offsite that needed a place to take dirt to and from.

Public Works Director Mark Houghton said dust has been an issue at times prompting the city to require the dirt movers to use a water truck. Once, when the contractor involved wasn't available, the city sent its own water truck to the site.

Almond trees instead of homes

Here's a switch: Land long designated for housing is being planted in almonds.

Martin Harris representing the owners of Terra Land Group spoke before the Manteca City Council Tuesday to make sure the correct land use designation was being associated with

the property. The city is in the process of synching the municipal general plan essentially a blueprint for city growth — with zoning.

The long-range plan is still to build houses. But given the multiple years it takes to bring an almond orchard to maturity for harvesting and then to recoup the investment, it is clear that the land is off the residential radar for at least 10 years.

The land is in the vicinity of McKinley Avenue and Woodward Avenue in southwest Manteca.

The landowners' decision reflects the fact there are well over 8,000 proposed housing units in various stages of approval within the city.

Several council members expressed their appreciation of how smooth the general plan-zoning synching process has been. Four speakers got up Tuesday to simply go on the record, affirm they agreed with resolutions worked out with staff, and to add how

impressed they were with staff's attention and professionalism.

Council noted it is a far cry from a decade or so ago when a similar process turned into a verbal slugfest over a number of meetings in part to the communication — or lack of it — involving city planners.

The department is now being overseen by Fred-eric Clark whose roots are as an engineer originally assigned to the Public Works Department.

Parks & Rec director stepping down Manteca Parks and Recreation Director Mark Hall will be retiring in December.

Manteca Mayor Willie Weatherford lauded Hall "for the tremendous job" he has done leading the department especially in light of budget cutbacks.

To contact Dennis Wyatt, e-mail [dwyatt@mantcabulletin.com](mailto:dwyatt@mantcabulletin.com)

SEE CONDOS, PAGE A8

TERRA LAND GROUP, LLC

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Ex. "3":

11/24/15 Letter to the City of Manteca Planning Commission from Terra Land Group, Re: "Planning Commission Meeting 11/24/15 Agenda Item 6.3 General Plan Amendment No. GPA-15-42 & Rezone No. REZ-15-43"

# TERRA LAND GROUP, LLC

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November 24, 2015

VIA EMAIL

City of Manteca Planning Commission  
1001 W. Center St.  
Manteca, CA 95337

Re: Planning Commission Meeting 11/24/15 Agenda Item 6.3 General Plan Amendment  
No. GPA-15-42 & Rezone No. REZ-15-43

Dear Commissioners:

As you are aware from earlier letters, Terra Land Group, LLC ("TLG") owns approximately 230 acres of almonds currently being farmed west of Airport Way and south of Woodward Avenue.

The TLG farm property is further described as:

1. APN 241-330-32 ( 10.13 acres)
2. APN 241-330-33 (203.33 acres)
3. APN 241-320-60 ( 17.14 acres)

---

(Total Acreage: 230.6 acres)

On October 1, 2015, TLG received a letter from the City of Manteca ("City") indicating its plans to seek approval for a City-initiated General Plan Land Use Amendment and Rezone to certain parcels that include TLG APN 241-330-32.

As a result, various TLG representatives, including myself, met with Mark Meissner and Erika Durrer on three occasions (October 6, 2015, October 21, 2015 and November 12, 2015) to discuss TLG's zoning and land use preference relating to the TLG Property.

At the time of the meetings, the City offered TLG three options relating to rezoning choices on its property:

1. UR/VLDR and OS (current status)
2. VLDR and OS
3. AG and OS

As the acting spokesperson for TLG, at the time of the three (each) meetings, I expressed concerns relating to currently unidentified municipal and public services infrastructure that may be planned for

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5151 E. ALMONDWOOD DRIVE MANTECA, CA 95337

# TERRA LAND GROUP, LLC

---

installation onto the TLG Property. I further stated TLG's concerns related to how the installation of various types of infrastructure could affect current and future land uses on the TLG Property.

In addition, I expressed TLG's belief that various types of regional municipal and/or public services facilities infrastructure could be planned for the TLG Property to serve the needs of offsite development projects that may occur in other areas throughout Manteca.

Further, I inquired as to whether any funding plan would be created to compensate TLG for any land taken to serve the municipal and/or public services facilities infrastructure necessary to support other developing properties throughout the City and with the potential to extend municipal and/or public services to future developing projects that may include and/or benefit the City of Lathrop, the Austin Road Business Park, the City of Ripon, the Ripon School District and more. This led to further discussions through which city staff assured TLG that it would receive fair and adequate compensation<sup>1</sup> for any portion of the TLG Property supporting any regional municipal and/or public services land-based or land-secured facilities infrastructure constructed on any portion of the TLG Property that is determined to be necessary to support offsite properties in any of the current or future developing areas throughout the City and possibly beyond.

Further, City staff indicated that TLG would not be subject to any regional municipal or public services land-based or lands-secured finance district participation unless and until TLG applies for and receives land use entitlements from the City for alternative uses.

With that in mind, City staff went on to state that the re-zoning classification would be temporary and TLG would be provided with the opportunity to re-designate the zoning use of its property as part of the General Plan process estimated to occur in the next year.

I responded that due to the uncertainty relating to the status of currently unidentified infrastructure necessary to support development throughout Manteca and potentially extending beyond, TLG requested that City staff assume the responsibility to designate the TLG Property APN 241-330-32 in compliance with the agenda requirements of the November 24, 2015 Planning Commission meeting in a manner that serves the best interests of everyone involved.

In this way, the City can move forward in developing a General Plan that will allow TLG to benefit from information that only the City fully understands as to the zoning and land use designation that is most compatible with any future plans for municipal and/or public services infrastructure associated with the City's projected growth and development in any and all areas under consideration.

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<sup>1</sup> Question: Will fair and adequate compensation provide for any associated severance consequential, unforeseeable costs, expenses, loss or damages without limitation created?

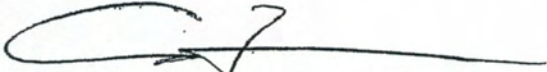
# TERRA LAND GROUP, LLC

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Finally, and due to the uncertainty of future land-uses on the TLG 230-acre farm property, TLG respectfully requests that accommodations be made by the City of Manteca and any other public agencies involved that allow for the continuing almond farming operation on any and all portions of the TLG property that are **NOT** designated for future municipal and/or public services facilities infrastructure.

Thank you for your attention to this very important matter.

Yours Truly,



Martin Harris  
Terra Land Group, LLC

MH/jas

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5151 E. ALMONDWOOD DRIVE MANTECA, CA 95337



TERRALAND GROUP, LLC

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Ex. "4":

VVH Consulting Engineers March 2016 RD17-1 Exhibit

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5151 E. ALMONDWOOD DRIVE MANTECA, CA 95337

ROSI CERRI FOUNDATION, INC  
APN 241-250-04

ROSI CERRI FOUNDATION, INC  
APN 241-250-20

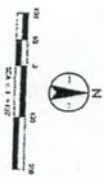
TERRA LAND GROUP, LLC  
APN 241-250-20

3946-09-171  
38-8-155

TERRA LAND GROUP, LLC  
APN 241-250-32

TERRA LAND GROUP, LLC  
APN 241-250-60

TILAND CO, LLC  
APN 241-250-09



1. EASEMENT AREA SHADDED  
2. AREA OF PROPOSED AND LATER AMENDED EASEMENT OF TERRA LAND GROUP PROPERTY  
3. OTHER SHADDED

**PROPERTY NOTES:**  
THE TERRA LAND GROUP PROPERTY TOTALS 128.14 ACRES IN LOT 1 AND 2, BLOCK 1000, TRACT 1000, AS SHOWN ON THE MAP. THE PROPERTY IS BEING RECLAIMED FOR THE PURPOSES OF THE PROJECT. THE PROJECT IS BEING RECLAIMED FOR THE PURPOSES OF THE PROJECT. THE PROJECT IS BEING RECLAIMED FOR THE PURPOSES OF THE PROJECT.

15782020/04/11/10:00 AM - 10/20/2018, 10:00 AM - 10/20/2018, 10:00 AM - 10/20/2018



TERRA LAND GROUP, LLC

Woodward Avenue  
Manteca, California

RECLAMATION DISTRICT EASEMENTS  
PORTIONS OF SECTIONS 11, 12, 13, AND 14  
TOWNSHIP 2 SOUTH, RANGE 6 EAST

MARCH 2018  
11003  
RD-17  
1

TERRA LAND GROUP, LLC

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Ex. "5":

VVH Consulting Engineers March 2016 RD17-2 Exhibit

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5151 E. ALMONDWOOD DRIVE MANTECA, CA 95337



TERRA LAND GROUP, LLC

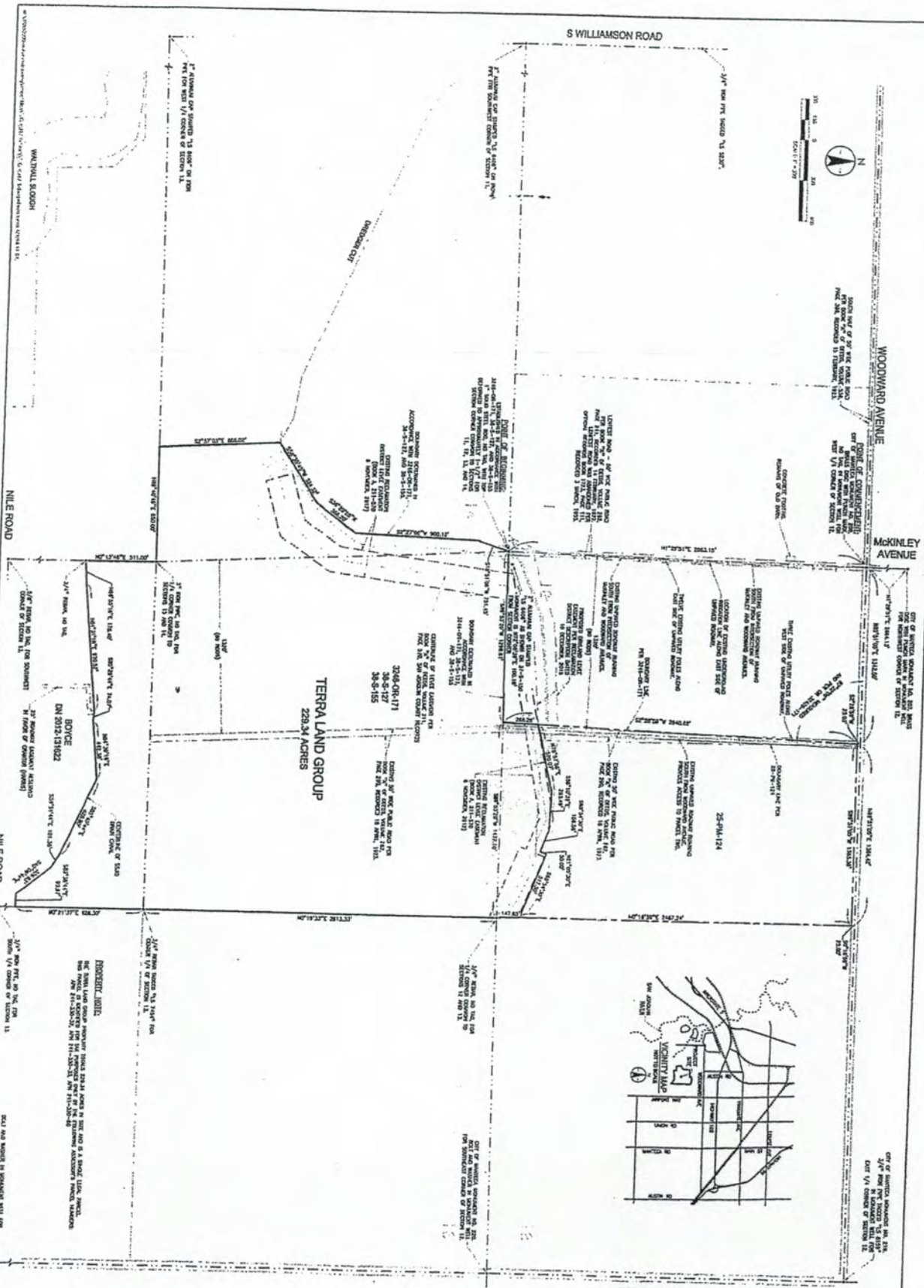
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Ex. "6":

VVH Consulting Engineers March 2016 RD17-3 Exhibit

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5151 E. ALMONDWOOD DRIVE MANTECA, CA 95337



**TERRA LAND GROUP, LLC**

Woodward Avenue  
 Manteca, California

**MASTER PROPERTY EXHIBIT**  
 RECLAMATION DISTRICT EASEMENTS  
 PORTIONS OF SECTIONS 11, 12, 13, AND 14  
 TOWNSHIP 2 SOUTH, RANGE 6 EAST

MARCH 23, 2016

**RD-17**  
**3**



DATE	3/23/16
BY	[Signature]
CHECKED	[Signature]
TITLE	PLAT
PROJECT	RD-17
SCALE	AS SHOWN

TERRA LAND GROUP, LLC

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Ex. "7":

Mackay & Soms May 1, 2013 Record of Property Lines & Easements Exhibit -  
RD17 Elements VIII through XI



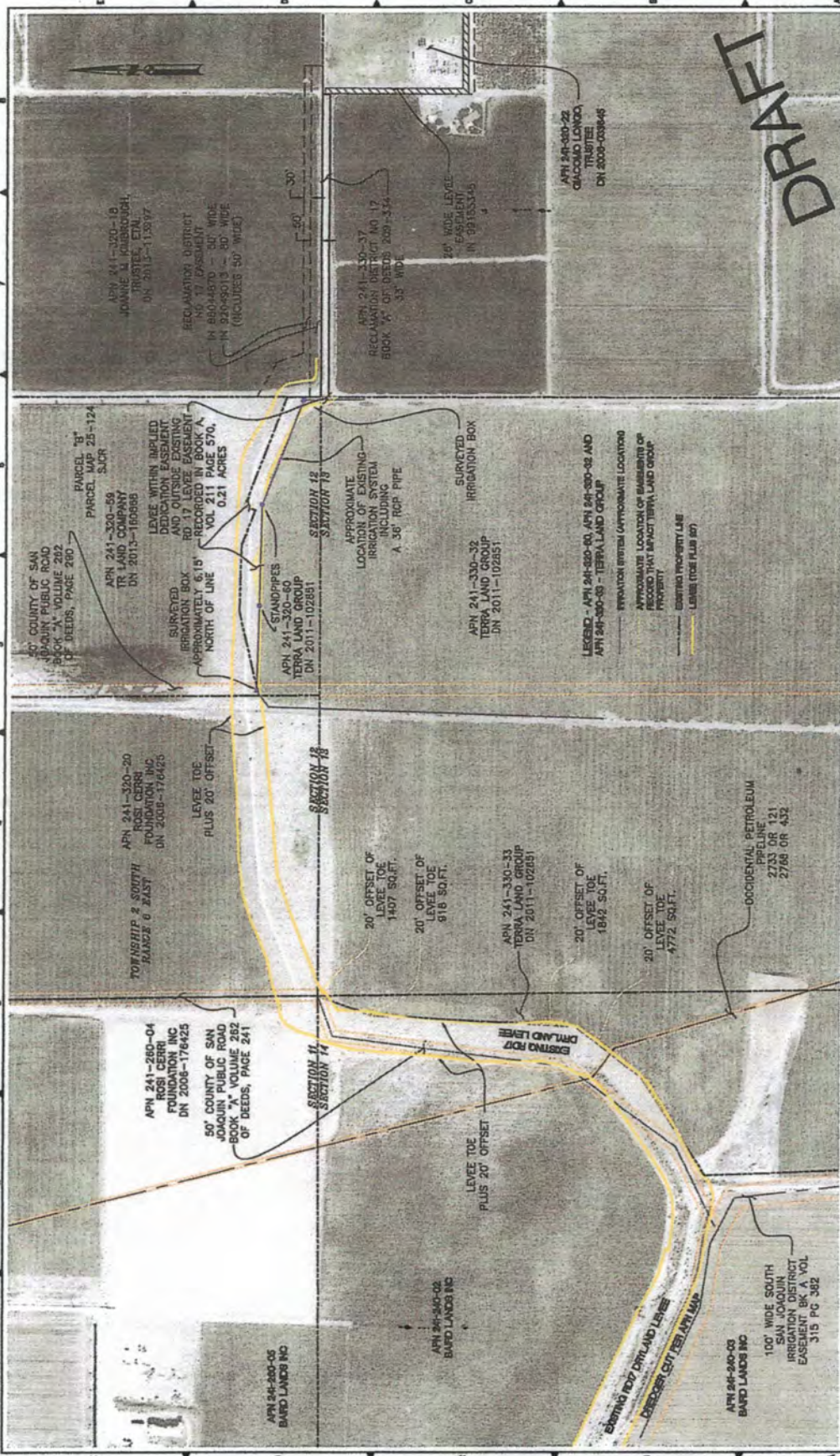


TERRA LAND GROUP, LLC

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Ex. "8":

KSN Inc. August 10, 2015 Reclamation District No. 17 San Joaquin County  
Levee Toe Plus 20 Feet Draft Site Exhibit A, Page 1



**DRAFT**

**RECLAMATION DISTRICT NO. 17  
SAN JOAQUIN COUNTY  
LEVEE TOE PLUS 20 FEET  
DRAFT SITE EXHIBIT**

EXHIBIT  
**A**  
PAGE 1

Scale: 1" = 200'

Original Drawing Date: 11/11/11

**K KJELSDEN  
S SINNOCK  
N NEUDECK  
INC.**  
Civil Engineers  
and Land Surveyors  
1711 N. Gateway  
Suite 200  
Folsom, CA 95630-7115  
Office (916) 944-0388  
Fax (916) 944-0388  
Email: kks@kksurvey.com

THE PHOTO BACKGROUND IS PROVIDED FOR REFERENCE ONLY AND IS BASED ON AERIAL PHOTOGRAPHY. PARTIAL COASTLINE BOUNDARIES ARE NOT GUARANTEED.

INCLUDES COVERED WATER OF JOURNAL SLUDGE INC. THE ABOVE PHOTO BACKGROUND AERIAL PHOTOGRAPHY IS THE PROPERTY OF JOURNAL SLUDGE INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. FOR MORE INFORMATION, CONTACT JOURNAL SLUDGE INC. FOR MORE INFORMATION.

APN 241-330-05  
BARD LANDS INC

APN 241-330-00  
BARD LANDS INC

APN 241-330-04  
ROSI CERRI  
FOUNDATION INC  
DN 2008-176425

50' COUNTY OF SAN  
JOAQUIN PUBLIC ROAD  
EASEMENT BK A VOL  
241 OF DEEDS, PAGE 241

APN 241-330-20  
ROSI CERRI  
FOUNDATION INC  
DN 2008-176420

LEVEE TOE  
PLUS 20' OFFSET

TOWNSHIP 2 SOUTH  
RANGE 6 EAST

APN 241-330-59  
TR LAND COMPANY  
DN 2013-160988

LEVEE WITHIN IMPELLED  
DEDICATION EASEMENT  
AND OUTSIDE EXISTING  
RD 17 LEVEE EASEMENT  
RECORDED IN BOOK A  
VOL 211 PAGE 570.  
APPROXIMATELY 6.15'  
NORTH OF LINE

STANDPIPES  
APN 241-330-60  
TERRA LAND GROUP  
DN 2011-102881

APPROXIMATE  
LOCATION OF EXISTING  
IRRIGATION SYSTEM  
INCLUDING  
A 36" ROP PIPE

SECTION 14

SECTION 15

SECTION 16

SECTION 17

APN 241-330-32  
TERRA LAND GROUP  
DN 2011-102851

IRRIGATION BOX

APN 241-330-62 AND  
APN 241-330-63 - TERRA LAND GROUP

IRRIGATION SYSTEM APPROXIMATE LOCATION

APPROXIMATE LOCATION OF  
RECORD THAT MATCHES TERRA LAND GROUP  
PROPERTY

EXISTING PROPERTY LINE

LEVEE (FOR PLAN SET)

APN 241-330-33  
TERRA LAND GROUP  
DN 2011-102891

20' OFFSET OF  
LEVEE TOE  
1407 SQ.FT.

20' OFFSET OF  
LEVEE TOE  
818 SQ.FT.

20' OFFSET OF  
LEVEE TOE  
1842 SQ.FT.

20' OFFSET OF  
LEVEE TOE  
4772 SQ.FT.

OCCUPATIONAL PETROLEUM  
2753 OR 121  
2768 OR 432

EXISTING RD 17  
EXISTING RD 17  
DRAINAGE CANAL  
DRAINAGE CANAL

APN 241-330-00  
BARD LANDS INC

100' WIDE SOUTH  
SAN JOAQUIN  
IRRIGATION DISTRICT  
EASEMENT BK A VOL  
315 PG 382

02-23-16-22

TERRA LAND GROUP, LLC

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Ex. "9":

KSN Inc. August 10, 2015 Reclamation District No. 17 San Joaquin County  
Existing Levee Easement Draft Site Exhibit A, Page 2



TERRALAND GROUP, LLC

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Ex. "10":

Public Road Deed Recorded February 14, 1922

LEAFEST CALVIN RAY

TO

COUNTY OF SAN JOAQUIN

THIS INDENTURE, made the Sixth day of February in the year of our Lord one thousand nine hundred and twenty-two

BETWEEN Calvin Ray Leafest, a single man,

of the County of Santa Clara State of California, the part 7 of the first part, and the County of San Joaquin, State of California, the party of the second part.

WITNESSETH: That the said part 7 of the first part, for and in consideration of the sum of One and 00/100 Dollars, in United States Gold Coin, to him in hand paid by the said party of the second part, at or before the encasing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted and conveyed and by these presents do grant and convey unto the said party of the second part, forever for a public road;

All that certain strip or parcel of land situate, lying and being in the County of San Joaquin, State of California, being that certain public road ~~(No. 1111111111)~~ petitioned for by et al; which is particularly described as follows, to-wit:

Commencing for the beginning at the  $\frac{1}{2}$  Section corner common to Sections 11 & 12 T 2 S R 6 E. M. D.B. & M, and run thence for the center line of a 50 foot Right-of-way South on the Section line 2635 feet more or less to the center line of a levee thence along the center line of said levee South 70° 00' West 190 feet thence South 7° 30' West 1040 feet; thence  $\frac{1}{2}$  36° 30' West 600 feet; thence South 64° 06' West 400 feet to the center line of Head Levee.

And the party of the second part covenants that should the said party of the second part at any time permanently and finally by proceedings of record abandon the use of said strip or tract of land for highway purposes, then the title to said strip or tract of land shall revert back to and shall be held by, the part 7 of the first part, his heirs and assigns in the same manner as if this grant had not been made.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances and incidents, unto the said party of the second part for a public highway.

IN WITNESS WHEREOF, the said part 7 of the first part has hereunto set his hand and seal the day and year first above written.

Calvin Ray Leafest (Seal)

Signed, Sealed and Delivered in the presence of

This deed accepted by order of Board of Supervisors of San Joaquin County Feb. 7, 1922.

(Seal) Eugene D. Graham, Co. Clerk, By S.A. Carter, Deputy Clerk,

STATE OF CALIFORNIA, }  
COUNTY OF Santa Clara. } ss.

On this 6th day of January in the year of our Lord one thousand nine hundred and Twenty Two before me H.T. Reynolds a Notary Public in and for the Santa Clara County of Santa Clara State of California, residing therein, duly commissioned and ~~sworn~~ <sup>sworn</sup> personally appeared Calvin Ray Leafest, a single person, personally known to me to be the person ~~described in and~~ whose name is subscribed to the within instrument and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Santa Clara the day and year in this certificate first above written.

(Seal) H.T. Reynolds Notary Public

My commission expires Aug. 23, 1925 in and for the County of Santa Clara, State of California.

Recorded at the request of S.A. Carter, Feb. 14, 1922,

at 51 min past 3 o'clock P.M., in Book "A," Vol. 262 of Deeds, page 241 San Joaquin

County Records.

Fees: Dh

JOHN D. FINNEY, Recorder, P. M. O.

TERRA LAND GROUP, LLC

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Ex. "11":

Public Road Deed Recorded April 18, 1923

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5151 E. ALMONDWOOD DRIVE MANTECA, CA 95337

LEASEE CALVIN RAY

THIS INDENTURE, made the sixteenth day of

April in the year of our Lord

one thousand nine hundred and twenty-three

BETWEEN Calvin Ray Lanfrest, a single man,

COUNTY OF SAN JOAQUIN

COMPARED

of the County of Santa Clara State of California, a body politic and corporate of the first part, and the County of San Joaquin State of California, the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of one and

00/100

Dollars, in United States Gold Coin, to him in hand paid by the said party

of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, he granted and conveyed, and by these presents do as grant and convey unto the said party of the second part, forever for a public road;

All that certain strip or parcel of land situate, lying and being in the County of San Joaquin, State of California, and more particularly described as follows, to-wit: Beginning at a point on the South side of the County Highway running East and West along the Half Sec. line of Sec. 12, and eight rods East of the West line of said Sec. 12; thence running South along the eighty line of Sections 12 and 13 one mile to the Half Section line of Sec. 13; thence East fifty feet, thence North and parallel to said eighty line one mile, thence West Fifty feet to point of beginning, all of above described land being in T. 2 S R. 6 E, M.D.B. & M. and containing six acres more or less.

And the party of the second part covenants that should the said party of the second part at any time permanently and finally by proceedings of record abandon the use of said strip or tract of land for highway purposes, then the title to said strip or tract of land shall revert back to and shall be held by the party of the first part, his heirs and assigns in the same manner as if this grant had not been made.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances and incidents, unto the said party of the second part for a public highway.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Calvin Ray Lanfrest (Seal)

(Seal)

Signed, Sealed and Delivered in the presence of

Approved as to description P.R. Quail,  
Approved as to form District Attorney

his deed accepted by order of Board of Supervisors of San Joaquin Co April 17, 1923

Eugene D. Graham, Co. Clerk,  
By E.A. Carter Dep. Clerk;

STATE OF CALIFORNIA,

COUNTY OF SANTA CLARA,

(Seal)

On this 16th day of April, in the year 1923

before me

a Notary Public in and for the County of Santa Clara

personally appeared Calvin Ray Lanfrest, a single man,

known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that he executed the same.

(Seal)

Irma A. Barry Notary Public

In and for the County of Santa Clara State of California.

6914

Recorded at the request of E. A. Carter, Ass. Clk. Apr. 18, 1923

at 11 min past 4 o'clock P.M., in Book "A" of 262 of Deeds, page 150 San Joaquin County Records.

Free Ok

JOHN D. FINNEY, Recorder  
T.V.C.



TERRALAND GROUP, LLC

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Ex. "12":

Lenfest to Leis Deed Recorded June 15, 1923

---

5151 E. ALMONDWOOD DRIVE MANTECA, CA 95337

Elcio Morawick (his wife), or either of them, Cabsonant to the execution of said deed of trust.  
dated April 20th, 1923.

W. H. Green  
J. T. Volten  
Trustees.

W. H. Green, Attorney for Bank of Italy.  
Recorded at office of Bank of Italy, San Francisco, California, on 17th day of June, 1923, at 11:30 a.m. and at 1:00 p.m., in  
Book "A" Vol. 447 of INDEX page 250 San Joaquin County Records.

Book: 3.00  
JAMES J. WHELAN, Recorder. INDEX  
1923

WHEREAS, CALVIN RAY  
-to- I, CALVIN RAY, an unmarried man, herein called the  
grantor hereby grant to JAMES J. WHELAN, an unmarried man, herein called  
the grantee, all my right, title and interest in and to all that cer-  
tain lot, piece and parcel of real property situate, lying and being in the County of San Joaquin,  
State of California, and being particularly described as follows, to-wit:

The west one-half (1/2) of the southwest quarter (SW1/4) of Section Twelve (12), Town-  
ship Two (2) North, Range Six (6) East, Mount Diablo Base and Meridian.

Subject to Trust Deed, to Mercantile Trust Company, for \$12,000.00.  
(110.00 P.M. Stamps attached and cancelled.)

TOGETHER with an undivided one-half (1/2) interest in and to all that certain well sit-  
uated, lying and being located in the said County and State in the northeast section, part or por-  
tion of the northeast quarter (NE1/4) of the southeast quarter (SE1/4) of Section Eleven (11) Town-  
ship Two (2) North, Range Six (6) East, Mount Diablo Base and Meridian; and

TOGETHER with an undivided one-half (1/2) interest in and to all the waters of any kind  
and substance which are now taken or derived from said well, or shall be taken or derived from  
said well at any time in the future, or which are now situated therein, or which shall be situated  
therein in the future.

TOGETHER with an easement of right of way for ingress and egress, and for the install-  
ation and maintenance of a pipe line, over and upon that certain parcel of land whereon said  
well is located, which easement of right of way is five (5) feet, more or less in width and be-  
gins at the point on the county road running adjacent to that certain parcel of land whereon  
said well is located, along the easterly line thereof, which point is the least distant from said  
well.

TOGETHER, moreover, from the said real property first herein described, to the grantor, his  
heirs and assigns forever, an easement of right of way for ingress and egress, and for the in-  
stallation and maintenance of a pipe line, over and upon a strip of land five (5) feet, more or  
less in width, running from that portion of the county road which runs adjacent to easterly bound-  
ary line of the said property herein first described, which portion is the least distant from a  
point located in the southeast part of the said property herein first described, at which point,  
yet to be determined by the parties hereto, a well is to be dug or bored and a pumping plant in-  
stalled, to said point.

Also reserving to the grantor, his heirs and assigns forever, undivided one-half interest  
in and to all that certain well which is to be dug or bored at a point to be determined by the  
parties hereto, in the southeast part of said property herein first described, together with the  
undivided one-half interest in the pumping plant to be installed thereat, and an undivided one-  
half interest in and to all the waters of any kind and substance, which may be taken or de-  
rived from said well, or which may be situate therein, at any time in the future.

TO HAVE AND TO HOLD the same unto the said grantee, his heirs and assigns forever.

IN WITNESS WHEREOF, the grantor and grantee herein have hereto set their hands this 12th  
day of June, 1923.

Calvin Ray Grantor  
J. T. Volten

6-15-1923  
Book "A"  
of  
Deeds  
Vol. 549  
Pg. 253

377  
FAM

377  
FAM

STATE OF CALIFORNIA, )  
County of Santa Clara. ) SS.

On this 13th day of June in the year one thousand nine hundred and twenty-three before me, FRED A. HARNAY, Notary Public in and for said County of Santa Clara, residing therein, duly commissioned and sworn, personally appeared JAMES I. HARNAY, an unmarried man, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of San Jose, County of Santa Clara, the day and year in this Certificate first above written.  
(Notary Seal)

Fred A. Harnay, Notary Public,

In and for the County of Santa Clara, State of California.

My Commission Expires Feb. 21, 1926.

§ 10256 Recorded at Request of Stockton Abstract & Title Co. Jan 17, 1923 at 1:45 P.M. part 4 o'clock P.M., in Book "A" Vol. 549 of INDEX page 253 San Joaquin County Records.

Fees: \$ 1.30

JAMES I. HARNAY Recorder.

\*\*\*\*\*

NOTICE  
-to-  
COMMERCIAL SAVINGS BANK  
OF STOCKTON.

NOTICE  
That a certain deed of trust executed by ERIC HENRY WILSON and MARY WILSON (his wife), to JAMES I. HARNAY, dated June 13th, and recorded in Book "A" of Deeds of Trust Vol. 491 at page 103, San Joaquin County Records, on June 13th, 1923, together with the promissory notes referred to in said deed of trust, is hereby assigned to COMMERCIAL SAVINGS BANK OF STOCKTON (a corporation).

and said JAMES I. HARNAY hereby makes, constitutes and appoints said Commercial and Savings Bank of Stockton, its officers or agents, his true and lawful attorney-in-fact for him, and in his name, place and stead, to collect and receive for all moneys due and to grow on account of said deed of trust and note, and to do and perform any and all acts of virtue of said deed of trust and note which the said JAMES I. HARNAY could or might do if these powers were not made.  
JAMES I. HARNAY

STATE OF CALIFORNIA, )  
County of San Joaquin. ) SS.

On this 13th day of June in the year of our Lord nineteen hundred and twenty-three, before me, J. V. POTTER, a Notary Public in and for the County of San Joaquin, State of California, residing therein, and being duly commissioned and qualified, personally appeared JAMES I. HARNAY, known to me to be the person described in and whose name is subscribed to the within and foregoing instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County of San Joaquin, the day and year in this Certificate first above written.  
(Notary Seal)

J. V. Potter, Notary Public,

In and for the County of San Joaquin, State of California.

§ 10254 Recorded at Request of Commercial & Savings Bank of Stockton, Jan 16 1923 at 7:30 A.M. part 10 o'clock A.M., in Book "A" Vol. 549 of INDEX page 254 San Joaquin County Records.

Fees: \$ 1.15

JAMES I. HARNAY Recorder.

\*\*\*\*\*  
JERRY A. B.  
BELL I. O. A.  
-to-  
BANK OF ITALY

THIS INSTRUMENT, made this 13th day of June, A.D. 1923, between K.B. Terry and C.A. Belli, both of the City of Stockton, County of San Joaquin, State of California, trustees as hereinafter stated, the parties of the first part, and Bank of Italy, a corporation duly organized and existing under and by virtue of the laws of the State of California, the party of the second part,

WITNESSETH: That whereas A. W. HAROLD and Nellie Harrold, his wife, of the City

TERRA LAND GROUP, LLC

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Ex. "13":

San Joaquin County Road Map #57, Revised April 27, 1999, showing April 18,  
1923 recorded Deed as measured 80 Rods (1,320 feet) East of Section Line  
Common to Sections 11 and 12, and Sections 13 and 14



TERRA LAND GROUP, LLC

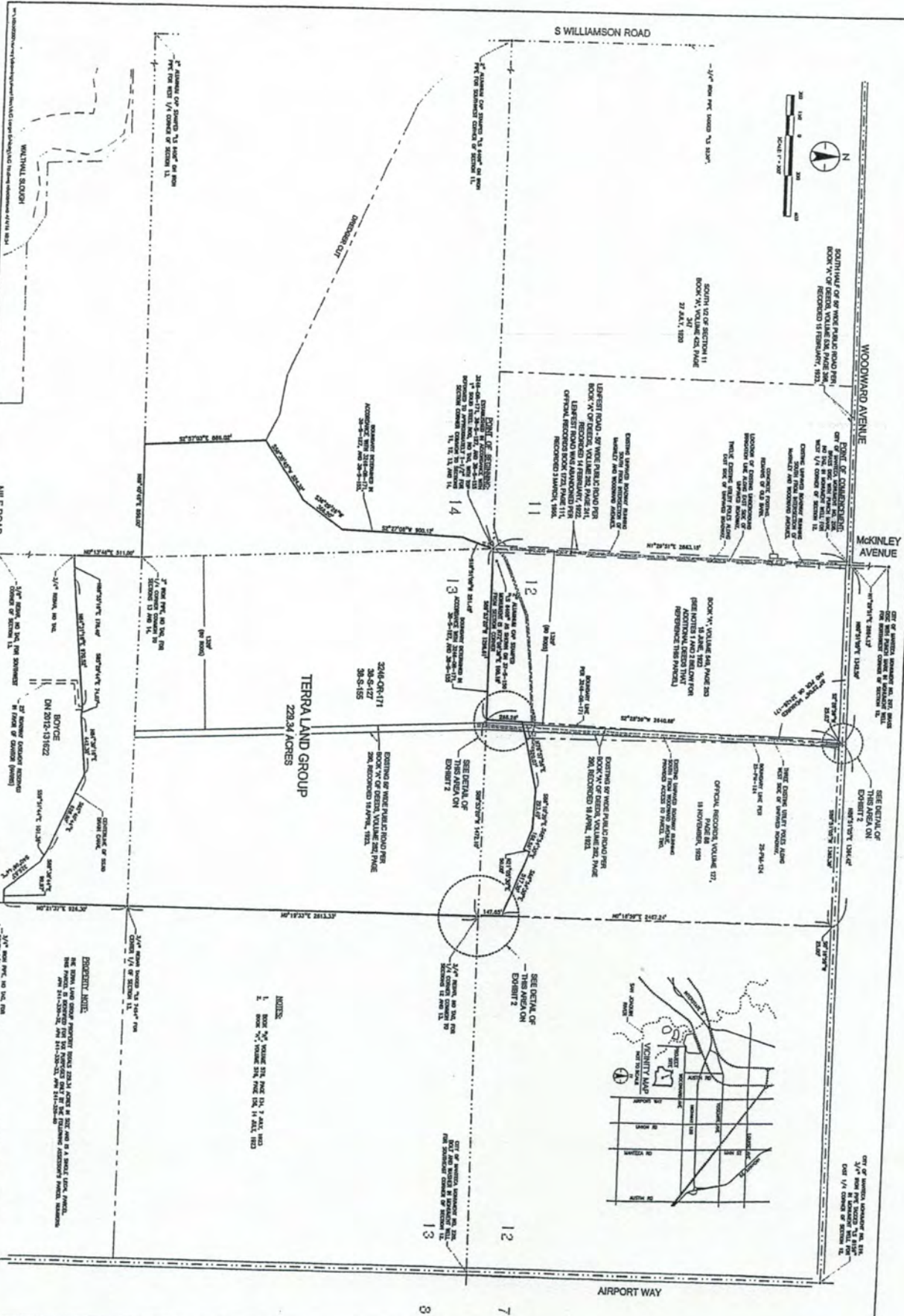
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Ex. "14":

VVH Consulting Engineers March 2016 VVH-1B Exhibit/TLG 230-acre  
Property Map

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5151 E. ALMONDWOOD DRIVE MANTECA, CA 95337



3/4" = 100' PER SECTION 11, 12, 13, AND 14  
 3/4" = 100' PER SECTION 11, 12, 13, AND 14

SECTION 11  
 SECTION 12  
 SECTION 13  
 SECTION 14



CITY OF MONTEREY PARK, CALIFORNIA  
 3/4" = 100' PER SECTION 11, 12, 13, AND 14  
 3/4" = 100' PER SECTION 11, 12, 13, AND 14



SCALE: 1" = 200'  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**TERRA LAND GROUP, LLC**

Woodward Avenue  
 Montecito, California

**PROPERTY DEED EXHIBIT**  
 BOUNDARY LINES AFFECTING  
 PORTIONS OF SECTIONS 11, 12, 13, AND 14  
 TOWNSHIP 2 SOUTH, RANGE 6 EAST

MARCH 23, 2014

1B

*Tuff Bøy Sälès, Inc.*  
5151 East Almondwood Drive  
Manteca, California 95337  
Telephone: (209) 239-1361 · Facsimile: (209)239-7086

March 01, 2016

Manteca City Council  
1001 W. Center St.  
Manteca, CA 95337

Re: Agenda item A.5, Approve an Agreement with Drake Haglan & Associates for Antone Raymus Expressway & Dryland Levee Alignments

Dear Council Members,

My name is Josh Harris and I currently serve as president of Tuff Boy Sales, Inc.

At this time, I am aware that the City of Manteca is moving forward with plans to hire a consultant to assist in evaluating potential placement of the Antone Raymus Expressway and Dryland Flood levee.

Tuff Boy Sales is situated on approximately 30 acres of land located at 5151 E. Almondwood Drive, in the unincorporated area south of Manteca and currently employs approximately 40 people who work at that site.

I have several concerns related to the levee:

1. Our family's companies have experienced two (2) major floods at the Almondwood facility which occurred in 1955 and 1997. In both cases the flood water reached approximately the same elevation with our office building barely staying dry. I have learned recently that the reason that the flood water elevation was consistent was due to a drainage plan executed by means of breaking the Turtle Beach levee located at the far west termination point of Woodward Ave., to prevent rising flood waters from making their way and winding around the east termination point of the current RD17 levee at or about Airport Way just south of Peach Avenue.

Question: Can accommodations be made for flood water drainage to ensure that the Tuff Boy facility will not experience higher flood water elevations of flood water than in previous floods?

2. I am aware that the levee construction may involve concrete slurry walls that could extend over 100' deep into the ground. My concern is that the slurry walls may block natural ground water flows during non-flooding periods and cause the current ground water elevation to rise toward the surface.

Question: Is there an alternative method to prevent underground water seepage in the event of flooding that could be used in place of the use of slurry walls?



3. Historically, I am told that flood water has drained out of the south Manteca rural area by means of the Stewart Tract and Paradise Cut water conveyance channels.

I am also told that Stewart Tract is no longer available for draining flood water from the area.

Question: Will the Paradise Cut conveyance channel be expanded to adequately accommodate flood water drainage needs of our area?

4. Will accommodations be made, or compensation provided, for properties adversely affected?

Thank You.

Yours Truly,

A handwritten signature in black ink, appearing to read 'Josh Harris', with a long horizontal flourish extending to the right.

Josh Harris  
For Tuff Boy Sales, Inc.

# TERRALAND GROUP, LLC

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February 16, 2016

VIA HAND DELIVERY

Manteca City Council  
1001 W. Center St.  
Manteca, CA 95337

**Re: Public Comments/City Council Meeting 02/16/16 Hiring consultant to consider  
Antone Raymus Expressway and Dryland Flood Protection Levee Alignments**

Dear Council Members:

My name is Martin Harris and I am an authorized representative for Terra Land Group, LLC ("TLG"). TLG owns approximately 230 acres with almonds currently being farmed west of Airport Way and south of Woodward Avenue.

The TLG farm property is further described as:

1. APN 241-330-32 (203.33 acres)
2. APN 241-330-33 ( 17.14 acres)
3. APN 241-320-60 ( 10.13 acres)

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(Total Acreage: 230.6 acres)

Several days ago, TLG received a copy of a document by means of a third party detailing the City of Manteca's "Request for Proposal for Antone Raymus Expressway and Dryland Levee Alignments" (see Request for Proposal, attached). The Request for Proposal also refers to a "Revised Timeline". Further, the Request for Proposal was dated January 2016 and indicates that its purpose is to seek bids for the purpose of hiring a consultant to: "schedule, advertise, mail notices to individual property owners, organize and facilitate a minimum of four (4) public workshops to establish criteria for location of facilities". **Timelines called for in the Request for Proposal document:**

1. All bids must be submitted to the City of Manteca on or before January 29, 2016.
2. The Request for Proposal document indicates that the successful bidder will be awarded the contract at tonight's February 16, 2016 meeting.
3. The Request for Proposal document further indicates that the successful bidder will make its final alignment recommendations available to the Manteca City Council at the May 17, 2016 council meeting.

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5151 E. ALMONDWOOD DRIVE MANTECA, CA 95337

# TERRA LAND GROUP, LLC

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With that in mind, TLG is very concerned and can't help but question as to why an issue so important as the Request for Proposal to hire a consultant to assist in determining flood water and other impacts due to the future location of the McKinley (Antone Raymus) Expressway and dryland flood protection levee alignments is being delayed and was not included on the agenda for tonight's meeting.

At the same time, it should not go unnoticed that TLG has been engaged in litigation with TR Land Company, Manteca Development Group, Rosi Cerri Trust Foundation, and RD17 since Spring of 2014 and has made numerous attempts to settle the case which is now set for trial for April 11, 2016. One of the major stumbling blocks to settlement was the issue of the location and movement of the dryland levee (the levee). TLG was convinced, based upon its own research, that the levee would be moved as evidenced in prior correspondence, comments and statements made by TLG supporting that belief. However, TLG was either told or led to believe based on representations made in various forms by the City of Manteca, TR Land Company, Manteca Development Group, Rosi Cerri Trust Foundation and RD17 that the existing portions of the dryland levee currently in place were not going to be moved now or at any future time. The first inkling of recognition of the necessity of moving the levee occurred in the Summer of 2015 wherein a representative of the City of Manteca allowed that the movement of the levee might happen at some point in the future, but it would involve a public process. Even so, subsequent contacts with representatives of Manteca cast doubt as to when, if ever, there would be movement of location of the levee. Therefore, by the end of 2015, some forty-five (45) days ago, it was the understanding of TLG that it was the unequivocal demand of TR Land Company, Manteca Development Group, Rosi Cerri Trust Foundation and RD17 that the movement of the levee would play no role or be considered either in the lawsuit which is now pending or in any other discussion of resolution of the respective positions of the parties involved.

Within the last several days, however, TLG has become aware through a third party that, in fact, on or about December 29th, 2015, the City of Manteca published an invitation to submit bids with the idea that there would be public hearings and a recommendation to the City Council as to the location of the levee by mid May of 2016, a date which is about thirty (30) days after our trial. Accordingly, City of Manteca staff are playing a direct role in the development and the location of the levee. It is surprising and certainly unsettling that TLG who has been an extremely active participant in local city politics in the last several years, and is also a land owner which will clearly be impacted by any placement of any levee and/or expressway was not sent a notice of the invitation for the "Request for Proposal" attached to this letter, or given any type of informal notice, or acknowledged in any other way by any city representative.

That said, the record has been made, and TLG would like to move forward and certainly support whatever is in the best interest for the community with respect to the erection and/or movement of the dryland levee and/or the location of the new expressway, assuming of course, that all of the rights of compensation which the law entitles TLG to receive for any infringement on its property including all impacts, severances and losses created will be fully and fairly evaluated and paid without delay. TLG

## TERRA LAND GROUP, LLC

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will continue its intent to accommodate as necessary. However, it will be expected that the City of Manteca or any other governmental agency will make reasonable accommodations to allow for the continued almond farming operation on all portions of the TLG farm property that are not acquired by any public or quasi public agency.

At a minimum, those accommodations would include but not be limited to: (a) Maintaining farm implement and 80,000 pound truck/trailer vehicle access to all areas of the TLG property, (b) maintaining the TLG property's current ability to provide and distribute irrigation water throughout all areas of the TLG property, (c) managing and maintaining current groundwater elevation levels to offset any impacts resulting from the installation of any subsurface infrastructure that may block or impede groundwater flow patterns to ensure that the almond tree root systems are not flooded due to elevated groundwater levels, (d) Providing adequate security fencing to protect the property from trespass, vandalism and theft and (e) providing protections so that in the event of flooding, flood waters can quickly and adequately drain off the TLG property.

As a result, TLG requests that any final plan for dryland levee and McKinley (Antone Raymus) Expressway alignments allows for fair and adequate accommodations for any and all impacts affecting the TLG property and other non-developing affected neighboring properties in the area. TLG has provided for your convenience and consideration selected letters which provide relevant information for the subject matter provided above. The letters have been assembled into a single binder for distribution to the consulting firm or other qualified individuals given oversight authority for the Antone Raymus (McKinley) Expressway and dryland levee alignment process.

In closing, TLG remains cautious as to levee placement as it should be apparent that the location of the McKinley (Antone Raymus) Expressway and dryland levee will have a short and long term potential impact on every farmer, landowner, developer, special district, homeowner and rural business operation affected (as well as the City of Manteca itself), and therefore, TLG believes that the City of Manteca should proceed with public meetings and workshops as quickly and expeditiously as possible to fairly and adequately protect property rights while mitigating against any impacts created for the benefit of everyone involved.

Thank you for your attention to this very important matter.

In Trust,



Martin Harris  
Terra Land Group, LLC

MH/jas

# TERRA LAND GROUP, LLC

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Enclosures (copied to all):

- 1) City of Manteca Revised Timeline Request for Proposal for Antone Raymus Expressway & Dryland Levee Alignments dated January 2016

Enclosures (One copy only, for future distribution or dissemination as stated previously in this letter)

2) Binder with the following letters included:

- a) 12/16/14 Letter to the Manteca City Council from Terra Land Group, Re: "Unidentified and/or unresolved impacts relating to 200-year flood protection (Manteca City Council Meeting 12/16/14 Agenda Item B.07.)
- b) 03/31/15 Letter to Tanis Toland from John Minney, Re: "Lower San Joaquin River Project Interim Report"
- c) 04/08/15 Letter to Tanis Toland from Neighbors United, Re: "Public Comments Relating to the San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report dated February 2015
- d) 11/24/15 Letter to the City of Manteca Planning Commission from Terra Land Group, Re: "Planning Commission Meeting 11/24/15 Agenda Item 6.3 General Plan Amendment No. GPA-15-42 & Rezone No. REZ-15-43"
- e) 12/15/15 Letter to the Manteca City Council from Terra Land Group, Re: "City Council Meeting 12/15/15 Agenda Item B.1 General Plan Amendment No. GPA-15-42 & Rezone No. REZ-15-43"
- f) 12/15/15 Letter to the Manteca City Council from Terra Land Group/Bryce Perkins, Re: "City Council Meeting 12/15/15 Agenda Item B.1 General Plan Amendment No. GPA-15-42 & Rezone No. REZ-15-43"



Revised Timeline

**REQUEST FOR PROPOSAL  
FOR  
ANTONE RAYMUS EXPRESSWAY  
&  
DRYLAND LEVEE  
ALIGNMENTS**

City of Manteca  
Community Development Department

1001 West Center Street, Manteca, California 95337  
Phone: 209-456-8500 • Fax: 209-923-8949  
[mmeissner@ci.manteca.ca.us](mailto:mmeissner@ci.manteca.ca.us)



**GENERAL INFORMATION:**

*Updated* RFP ISSUED: ----- January 7, 2016

RFP RESPONSE DUE DATE:--- **January 29, 2016 by 5:00 p.m.**

CONTACT PERSON: ----- Mark Meissner, Planning Manager

PHONE: ----- (209) 456-8511

EMAIL: ----- mmeissner@ci.manteca.ca.us

SUBMITTAL ADDRESS: ----- Community Development Department  
City of Manteca  
1001 West Center Street  
Manteca, California 95337





**City of Manteca**  
**ANTONE RAYMUS EXPRESSWAY & DRYLAND LEVEE ALIGNMENTS**  
**Request for Proposal**

**INTRODUCTION:**

The City of Manteca seeks proposals from qualified consultants to facilitate in the establishment of the alignment of the Antone Raymus Expressway and a Dryland Levee. The City anticipates the consultant will perform tasks necessary to meet the goal of establishing support and consensus on preferred alignments of these two facilities as well as related CEQA documentation if necessary. The City Council has authorized staff to perform a comprehensive update to its General Plan; however, understanding and establishing the subject alignments is an important first step in defining the General Plan Study area boundary as well as the land uses along the expressway and on the dry and wet sides of the levee.

**EXPRESSWAY:** The Antone Raymus Expressway, previously known as the McKinley Avenue Expressway, was included within the City's General Plan Circulation Element adopted in October of 2003, and when updated in April of 2011. The existing alignment of the expressway meanders across the southern area of the City, both within and outside of the existing City limits. The goal is to realign the roadway to avoid having the existing rural homes on East Peach Avenue fronting onto and accessing the expressway. The City held well attended workshops between November 2009 and March 2011 with the residents that would be affected by several proposed alignments. A preferred alignment was not established, and a decision to discuss the issue was postponed to the General Plan update process.

The expressway was included in the San Joaquin Regional Expressway Study prepared by the San Joaquin County Council of Governments (SJCOG) back in May of 2009. The McKinley Expressway alignment is defined within the San Joaquin Regional Expressway Study as follows: "Travels south along McKinley Avenue from a new interchange at SR 120 to Peach Road, then east to Union Road, then southeast along a new alignment to Manteca Road at Sedan Avenue, along Sedan Avenue to Austin Road, and northeast along a new alignment to a new interchange at SR 99."

Expressways are defined in Manteca's General Plan Circulation Element as follows:

"Manteca currently does not have any expressways; however, the proposed McKinley Avenue extension between SR 120 and SR 99 is planned as an expressway between SR 120 and SR 99, consistent with the San Joaquin Regional Expressway Study (SJCOG May 2009). Expressways are high-capacity routes designed to serve through traffic. Expressway access would be limited to intersections with arterials and collectors with intersection spacing of no less than one-half mile. Based on the posted speed limit of the expressway, bicycle travel should be accommodated with either Class II bike lanes or a parallel off-street bike trail. Sidewalks should be provided on both sides of the street (or on one side if a bike trail is present on the opposite side). Roundabouts should be considered at intersections to reduce maintenance and operations costs associated with traffic signals."

**DRYLAND LEVEE:** The City is subject to the requirements of State Senate Bill 5 and its related Senate and Assembly bills that require a plan to protect urbanized areas at the 200-year flood protection level. A large area of the southwestern portion of the City of Manteca is affected by this legislation including areas with development entitlements and areas planned for development as identified in the City's General Plan. The area is currently protected by a dryland levee at the 100-year flood protection level. With this mandate from the State, the City has an opportunity to consider alternatives to the existing alignment that could have a significant effect on development. Even if the levee stays in its current alignment it will need to be raised in

height and extended further east which will involve public input. Again, the City of Manteca would like to receive public input from property owners affected by the dryland levee on whatever the recommended alignment may be.

#### **PROCEDURE FOR SUBMITTING PROPOSALS:**

- Provide five (5) copies delivered to:  
City of Manteca  
Attn: Mark Meissner  
1001 West Center Street  
Manteca, California 95337
- If hand delivered, address as above and deliver to the Community Development Department.
- Proposals must address the requirements of the RFP as set forth below.
- Proposals must be received at the Community Development Department no later than **January 29, 2016 by 5:00 p.m.**

#### **DATA TO BE INCLUDED WITH PROJECT PROPOSALS**

##### Letter of Transmittal

Include your firm's understanding of the work to be performed. In addition, state why your firm believes it to be the best qualified to perform the services requested. Also, state the Management Contact (Representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of the project).

##### Allocation of Resources

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel by skill level allocated by hours) will be allocated for this project in tabular format.

##### Scope of Work

Proposals must address all items set forth in the scope of work. Additional information which, in your opinion, should be included must be clearly identified.

##### Cost Proposal

Within the Cost Proposal, the Consultant should separate out or otherwise identify the cost of those elements of the proposal that are optional or recommended.

##### References

Provide a brief description of related work provided to other organizations and contact information where possible.

#### **SCOPE OF WORK**

At a minimum, the City will provide the following:

1. Identification of Land Ownerships – creation of the Mailing List.
2. Confirm Mailing List against Assessor's Parcel Map.
3. Provide copies of mapping done to date.

At a minimum, the **Consultant** is expected to complete the following tasks:

1. Schedule, advertise, mail notices to individual property owners, organize, and facilitate a minimum of four (4) public workshops to establish criteria for location of facilities.
  - a. Levee:
    - i. Avoid removal of existing housing as much as possible.
    - ii. Provide display maps for workshops.
    - iii. Coordinate with City staff on process.
  - b. Expressway:
    - i. Avoid removal of existing housing as much as possible.
    - ii. No driveways onto expressway.
    - iii. Traffic Signals at:
      1. West Atherton Drive
      2. Woodward Avenue
      3. Airport Way
      4. Union Road
      5. Main Street
      6. East Atherton Drive
      7. Austin Road
      8. Olive Expressway
    - iv. Roundabouts at approximately halfway between the traffic signals listed in iii above.
    - v. Right-in/right-out and left-in through median at minimum 660' from a traffic signal, roundabout, or other right-in/right-out and left-in through the median traffic control point.
    - vi. Provide display maps for workshops.
    - vii. Coordinate with City staff on process.
2. Establish Recommended Alignment of Levee.
3. Establish Recommended Alignment of Expressway.
4. Provide to City final written report of process and recommended alignments of levee and expressway. Consultant shall provide five (5) copies of an Administrative Draft for staff review and comment. Provide five (5) copies of the Draft Document and Presentation Materials. All documents shall be provided in electronic versions (PDF and MSWord).
5. Presentation of Final Report to Planning Commission and City Council.

#### TIMELINE

- January 7, 2016 -----Mail RFPs to Consultants
- January 29, 2016-----Response to RFPs due to City by 5 p.m.
- February 16, 2016 ----Award of Contract
- May 17, 2016-----Receive and File Report to City Council of Final Alignment Recommendations
- February 2, 2016 -----Notification of 15-minutes presentation on February 3 if found necessary.

**GENERAL REQUIREMENTS**

Personnel

The Agreement and Letter of Transmittal shall identify the Management Contact (representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of project). The successful proposer may change the Management Contact, Project Manager, and other supporting staff and specialists with permission of the City.

Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Right to Reject Proposals

The City reserves the right without prejudice to reject any or all proposals.

Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be sent to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

Public Record

All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

Additional Services

The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

**SELECTION PROCEDURE**

A fully executed contract between the consultant and the City of Manteca will be required for City Manager or City Council approval prior to start of work.

The request for proposal does not commit the City of Manteca to award a contract, or to pay any costs incurred in the preparation of a response to this request. The City of Manteca reserves the right to reject any or all proposals received if it is in the best interest of the City to do so. All Consultants submitting proposals will be notified of the results.

Selection criteria will include the following:

- Qualifications of Project Personnel ----- 25%
- Completion of Similar Work----- 25%
- Ability to Complete Project On Time ----- 25%
- Cost----- 25%

The percentages above help in the selection of a qualified firm, however Consultants may be required to give a brief 15-minute presentation on February 3<sup>rd</sup> if there is not a clearly superior candidate in the written proposals. Firms will be notified on February 2<sup>nd</sup> if a presentation is required.

**AGREEMENT**

The Consultant shall enter into an Agreement for Professional Services provided by the City, a copy of which is attached hereto as an Appendix.

**INSURANCE**

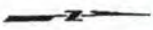
The Consultant shall carry insurance during the life of the contract in accordance with the requirements of "Insurance Requirements for Professional Services", an exhibit to the Agreement for Professional Services.

Before any agreement is finalized, the selected consultant, shall provide the required Certificate/s of Insurance and Endorsement forms.

NO SCALE  
December 2009

# Mckinley Expressway

## POSSIBLE ALIGNMENTS











**APPENDIX**

**Agreement for Professional Services**





## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the CITY OF MANTECA, a public body, corporate and politic ("City") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Consultant").

### RECITALS

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain Consultant to render the professional services set forth in this Agreement.

### AGREEMENT

1. Scope of Services. Consultant shall perform the \_\_\_\_\_ services described in the attached Exhibit A that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated \_\_\_\_\_, and attached hereto as Exhibit B. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that may be provided from time to time. Performance of the \_\_\_\_\_ services is sometimes referred to herein as "the Project."
2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.
3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Exhibit C. All work shall be completed no later than \_\_\_\_\_. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.
4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. City shall retain ten percent (10%) of each invoiced amount as retention against satisfactory completion of this Agreement. One-half (1/2) of the retained amount shall be paid upon completion of the Draft final report. The balance of the retained amount shall be paid upon successful completion of the project.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are

rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be \_\_\_\_\_. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

Job specific insurance requirements can be found on the attached Exhibit 1. Other insurance provisions can be found below:



B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (4) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed

to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca  
1001 W. Center Street  
Manteca, CA 95337  
Attention: \_\_\_\_\_

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall be brought in a state or federal court in the County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or later enacted.

30. Precedence. In case of conflict between Consultant's Proposal dated \_\_\_\_ and this Agreement (which includes Exhibit A and Exhibit C) this Agreement and its exhibits shall take precedence over Consultant's proposal.

This Space Purposely Left Blank

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

**CITY OF MANTECA,**  
a public body, corporate and politic

**CONSULTANT:**

\_\_\_\_\_  
a \_\_\_\_\_ corporation

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** Mayor

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

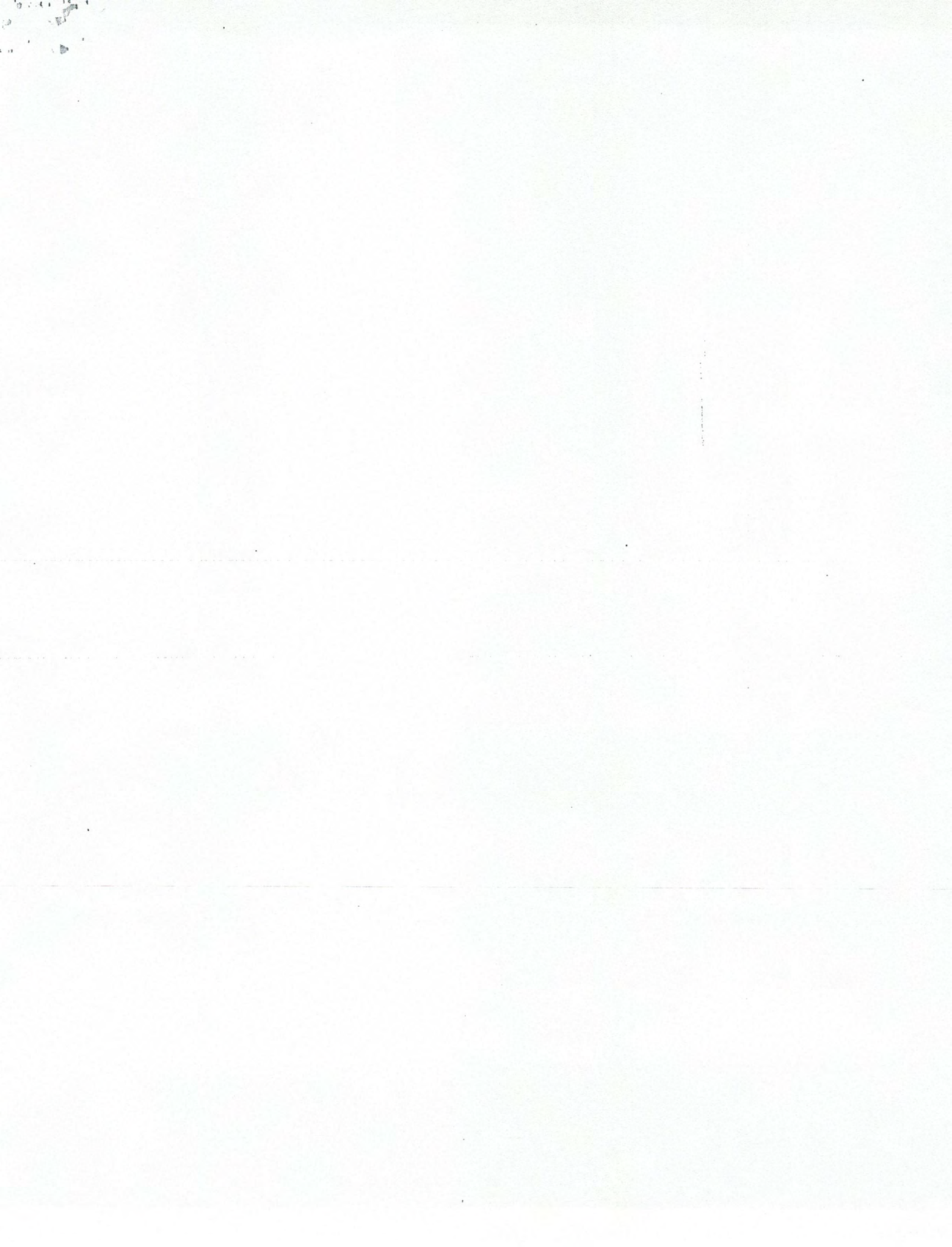
**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



**EXHIBIT A**

**REQUEST FOR PROPOSAL**





**EXHIBIT B**

**CONSULTANT'S PROPOSAL**



EXHIBIT C  
SCHEDULE OF ACTIVITIES



## EXHIBIT 1

### Insurance Requirements for Professional Services

#### INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

**Minimum Limits of Insurance:** Coverage shall be at least as broad as:

#### Commercial General Liability

- Commercial General Liability Insurance with \$1,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms:  
"City of Manteca, its officers, officials, employees, agents, and volunteers".

#### Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:  
"City of Manteca, its officers, officials, employees, agents, and volunteers".

#### Worker's Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

#### Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

#### Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

**Verification of Coverage**

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

**Waiver of Subrogation**

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

**SPECIAL RISKS OR CIRCUMSTANCES**

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

Neighbors United

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% MIKE F. BABITZKE, INC. 6 SOUTH EL DORADO, SUITE 305 STOCKTON, CA 95202

April 8, 2015

Ms. Tanis Toland  
US Army Corps of Engineers, Sacramento District  
1325 J Street  
Sacramento, CA 95814-2922

Re: Public Comments Relating to the San Joaquin River Basin Lower San Joaquin River, CA  
DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental  
Impact Report dated February 2015

Dear Ms. Toland:

Neighbors United (NU) is a California non-profit corporation with a focus on growth and environmental issues.

For several months now, NU has been active in attending Manteca City Council meetings for the purpose of better understanding any and all impacts associated with any proposed repairs or improvements to the current flood protection levee system located in an area generally recognized as southwest Manteca.

As part of that effort, NU is in receipt of three Environmental Impact Report documents describing the potential for future flood protection levee projects meant to protect the planned urban expansion of Manteca:

- A. US Army Corps of Engineers, Sacramento District "*San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report*" dated February 2015 ("San Joaquin River Basin Lower San Joaquin River Feasibility Report")
- B. Reclamation District No. 17 (Prepared by AECOM) "*Final Environmental Impact Report Phase 3-RD 17 Levee Seepage Repair Project*" dated March 2015 (SCH #2010042073) ("FEIR Phase 3-RD17 Levee Seepage Repair Project")
- C. San Joaquin Council of Governments "*Final Programmatic Environmental Impact Report/Regional Transportation Plan and Sustainable Communities Strategy for San Joaquin County*" dated June 2014 (SCH #2013022012) ("SJCOG FEIR RTP/SCS")

NU has reviewed the relevant portions of each of the documents received and recognizes the public benefit that increased flood protection will afford to the urban areas of Manteca. However, NU has

identified four potential adverse affects that the proposed levee seepage repairs and/or future SB5 flood protection levee compliance improvements may impose in the flood hazard area south of the levee.

1. Water Displacement and the Potential for Increased Base Flood Elevations:

NU draws your attention to page 4.13-60 of the Draft Programmatic Environmental Impact Report Regional Transportation Plan & Sustainable Communities Strategy for San Joaquin County dated March 2014<sup>1</sup>, which states:

*"A portion of the transportation projects included in the proposed 2014 RTP/SCS could occur within the 100-year flood hazard area, thus increasing the potential to obstruct or exacerbate floodwaters. The construction of projects involving support structures in the floodway could obstruct floodwaters at some locations. Placement of structures within a floodplain can displace floodwaters and alter the base flood elevations in the surrounding areas. Structure can form a backwater effect, resulting in an increase in the flood elevation level upstream and in neighboring areas. Likewise, floodwaters can cause scour effects, resulting in erosion and sedimentation problems downstream from structures. Drainage areas could be altered by highway corridors, in which floodwater could be detained by medians and along the roadside. Proposed bridge supports could block debris in waterways, creating obstructions and further elevating upstream flood levels. The Plan could alter existing drainage patterns or substantially increase the rate or amount of surface runoff in a manner that would result in flooding or produce or contribute runoff water that would exceed the capacity of existing or planned storm water drainage systems."*

In addition, the San Joaquin River Basin Lower San Joaquin River Feasibility Report describes an eastern levee extension route detailed on pages 3-35 and 3-57. (See Exhibits "1" and "2")

Further, the San Joaquin County Office of Emergency Services distributed a Flood Contingency Map dated April 2011 which clearly shows the specific areas affected by prior flooding. (See Exhibit "3")

With this in mind, NU's comment is to request that a priority emphasis be placed on identifying an ultimate eastern Reclamation District No. 17 ("RD17") levee extension footprint route that follows higher ground elevations as the levee moves to the east, so as to minimize the potential impacts due to the displacement of flood waters affecting residents and property owners located in the flood hazard area.

2. Seepage Control Mechanisms and the Potential to Affect Changes in Elevation to the Groundwater Table

The documents reviewed further indicate that the proposed levee seepage repairs and improvements may involve levee seepage control mechanisms installed under the levee in the form of cut off walls reaching depths of up to 80 feet deep that may cause changes in elevation to the groundwater table.

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<sup>1</sup> This portion of the Draft EIR is included as part of the Final Programmatic Environmental Impact Report/Regional Transportation Plan and Sustainable Communities Strategy for San Joaquin County dated June 2014 (SCH #2013022012)



Several almond orchards and other farms are located along the southern edge of the existing RD17 levee as well as other farming operations in areas located to the east that are under consideration as sites for a future levee.

Like many properties located in close proximity to the San Joaquin River, groundwater in the area around southwest Manteca is very shallow which makes the root system of almond trees vulnerable to damage if flooded due to higher groundwater elevations.

Further, the FEIR Phase 3-RD17 Levee Seepage Repair Project specifies on page ES-8 that no cut off walls are being considered on RD17 levee element areas VIII, IX, X or XI. (See Exhibit "4")

With this in mind, NU's comment is to request that the entire RD17 levee extension be constructed without any levee seepage control mechanisms involving cut off walls or any other control mechanism that could cause localized change to surface groundwater levels. (See Exhibit "5")

3. Protecting Agricultural Resources:

The documents reviewed identify certain protections for farmland under the Farmland Protection Policy Act (7 U.S.C. 4201, et. seq.) as detailed in the San Joaquin River Basin Lower San Joaquin River Feasibility Report on pages 7-6 and 7-7. (See Exhibit "6")

Further, the FEIR Phase 3-RD17 Levee Seepage Repair Project provides extensive farm protection related information on pages 3.2-1 and continuing through 3.2-20 of the report.

With this in mind, NU's comment is to request that to the greatest extent possible, every effort is made to comply with the City of Manteca policies specified on pages 3.2-4 and 3.2-9 of the FEIR Phase 3-RD17 Levee Seepage Repair Project (See Exhibit "7") and further listed below:

**City of Manteca General Plan**

The *City of Manteca General Plan 2023 Policy Document* (City of Manteca 2003), Resource Conservation Element, Goal RC-9, promotes the continuation of agricultural uses in the Manteca area and discourages the premature conversion of agricultural land to nonagricultural uses, while providing for the urban development needs of Manteca. Policies relevant to the proposed project include the following:

- ▶ Policy RC-P-19: The City shall support the continuation of agricultural uses on land designated for urban use, until urban development is imminent.
- ▶ Policy RC-P-20: The City shall provide an orderly and phased development pattern so that farmland is not subjected to premature development pressure.

- ▶ Policy RC-P-21: In approving urban development near existing agricultural lands, the City shall take actions so that such development will not unnecessarily constrain agricultural practices or adversely affect the viability of nearby agricultural operations.
- ▶ Policy RC-P-23: Protect designated agricultural lands, without placing an undue burden on agricultural landowners.
- ▶ Policy RC-P-24: Provide buffers at the interface of urban development and farmland in order to minimize conflicts between these uses.
- ▶ Policy RC-P-26: The City shall restrict the fragmentation of agricultural land parcels into small rural residential parcels except in areas designated for estate type development in the General Plan Land Use Diagram.
- ▶ Policy RC-P-27: The City shall discourage the cancellation of Williamson Act contracts outside the Primary Urban Service Boundary line.

In particular, NU requests that the buffers described in Policy RC-P-24 include the construction and installation of protective fencing as provided for in Chapter 8, Section 8.8.2 under the City of Manteca General Plan Resource Conservation Policy RC-I-30 (See Exhibit "8") and that the provisions specified by the City of Manteca in Policy RC-P-26 restricting the fragmentation of agricultural lands allow for the routing of any RD17 levee extension in south Manteca to take into consideration farm impacts relating to the division of farm properties into smaller parcels that may result in those properties becoming impractical to farm.

Most important, NU requests that in association with the provisions stated on page 3.2-16 of the FEIR Phase 3-RD17 Levee Seepage Repair Project relating to the disturbance or removal of agricultural infrastructure, such as wells, pipelines and drainage canals, NU requests that all infrastructure affected during the project be restored as soon as possible to guard against any damage to the crop or farm property. (See Exhibit "9")

4. Minimizing Flood Risks in the Flood Hazard Areas South of the Current RD17 Levee System:

The documents reviewed, further indicate that the proposed RD17 levee seepage repairs may involve improvements to the area in and around the Weatherbee Lake/Turtle Beach Resort area.

This area is further identified in the FEIR Phase 3-RD17 Levee Seepage Repair Project as being part of a Flood Hazard Area located adjacent to and south of RD17 levee element locations VIIe and VIIg. (See Exhibit "10")

This is significant, because historically, for levee breaks south of Manteca, flood water runoff severe enough to impact the Walthall Slough Reclamation District No. 2094 area generally returns to the San Joaquin River in the area where Walthall Slough and the San Joaquin River converge. (See Exhibit "11")

Neighbors United

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This point of convergence is further identified as being situated in and around the Weatherbee Lake/Turtle Beach Resort area which is protected in part by Reclamation District No. 2096.

In addition, it is widely understood that in past floods a relief cut has been made to the levees south of the Turtle Beach Resort to allow rising flood waters accumulating against the land side of the levee to drain back into the San Joaquin River.

Further, the 2011 San Joaquin County Office of Emergency Services Flood Contingency Map (See Exhibit "3") clearly demonstrates the extent that south Manteca was impacted by flood waters in 1997.

The map includes a contour line indicating the extent that 1997 flood waters reached with the understanding that flood water impact was limited in its extent due to a relief cut being made to the levee in the area south of the Turtle Beach Resort area.

It is important to add that the portion of levee that received the relief cut has been repaired at a considerable cost which would need to be re-performed each and every time a future flood requires a relief cut to be made to that same portion of levee.

With this in mind, NU's comment is to request that consideration be made to construct gate opening/closure structures to be put in place at the Turtle Beach relief cut levee location area as detailed on pages 4-11 and 4-13 of the San Joaquin River Basin Lower San Joaquin River Feasibility Report. (See Exhibit "12")

In this way, flood waters can be efficiently drained as necessary to prevent those land side flood waters from reaching elevations that exceed those of the San Joaquin River.

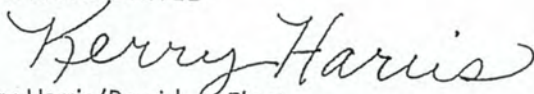
This will result in protections being put in place that can ensure that future impacts due to flooding can be limited by the best means possible.

In closing, NU thanks you for the opportunity to provide the comments presented in this letter.

Please contact me if you have any questions.

Yours truly,

NEIGHBORS UNITED



Kerry Harris/President Elect

KH/jas

Enclosures:

- 1) Ex. "1": US Army Corps of Engineers, Sacramento District "San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report" dated February 2015; Page 3-35
- 2) Ex. "2": US Army Corps of Engineers, Sacramento District "San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report" dated February 2015; Page 3-57
- 3) Ex. "3": San Joaquin County Office of Emergency Services "SJ County Flood Contingency Map, RD 2064, 2075, 2094 & 2096, SJ River East Bank" dated April 2011
- 4) Ex. "4": Reclamation District No. 17 (Prepared by AECOM) "Final Environmental Impact Report Phase 3-RD 17 Levee Seepage Repair Project" dated March 2015 (SCH #2010042073); Page ES-8
- 5) Ex. "5": US Army Corps of Engineers, Sacramento District "San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report" dated February 2015; Pages 3-4, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 5-54 and 5-55
- 6) Ex. "6": US Army Corps of Engineers, Sacramento District "San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report" dated February 2015; Pages 7-6 and 7-7
- 7) Ex. "7": Reclamation District No. 17 (Prepared by AECOM) "Final Environmental Impact Report Phase 3-RD 17 Levee Seepage Repair Project" dated March 2015 (SCH #2010042073); Pages 3.2-4 and 3.2-9
- 8) Ex. "8": City of Manteca "General Plan 2023, Policy Document" Adopted October 6, 2003; Pages 8-10 and 8-11 (Resource Conservation); Pages 8-10 and 8-11
- 9) Ex. "9": Reclamation District No. 17 (Prepared by AECOM) "Final Environmental Impact Report Phase 3-RD 17 Levee Seepage Repair Project" dated March 2015 (SCH #2010042073); Page 3.2-16
- 10) Ex. "10": Reclamation District No. 17 (Prepared by AECOM) "Final Environmental Impact Report Phase 3-RD 17 Levee Seepage Repair Project" dated March 2015 (SCH #2010042073); Page 2-25
- 11) Ex. "11": US Army Corps of Engineers, Sacramento District "San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report" dated February 2015; Page 5-23
- 12) Ex. "12": US Army Corps of Engineers, Sacramento District "San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report" dated February 2015; Pages 4-11 and 4-13

**Neighbors United**

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% MIKE F. BABITZKE, INC. 6 SOUTH EL DORADO, SUITE 305 STOCKTON, CA 95202

Ex. "1":

US Army Corps of Engineers, Sacramento District "*San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report*" dated February 2015; Page 3-35

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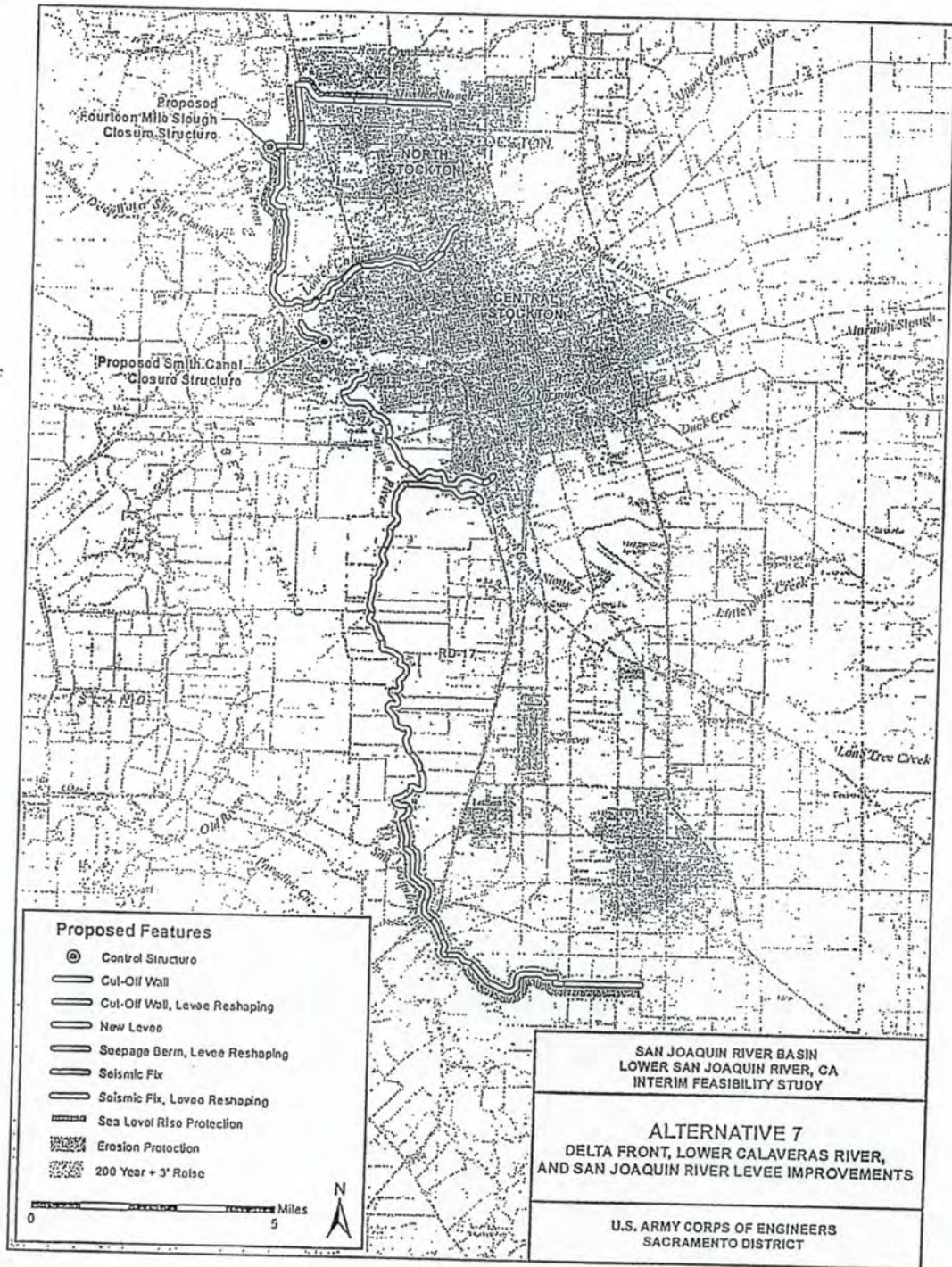


Figure 3-8. Alternative 7.

Ex. "2":

US Army Corps of Engineers, Sacramento District "*San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report*" dated February 2015; Page 3-57

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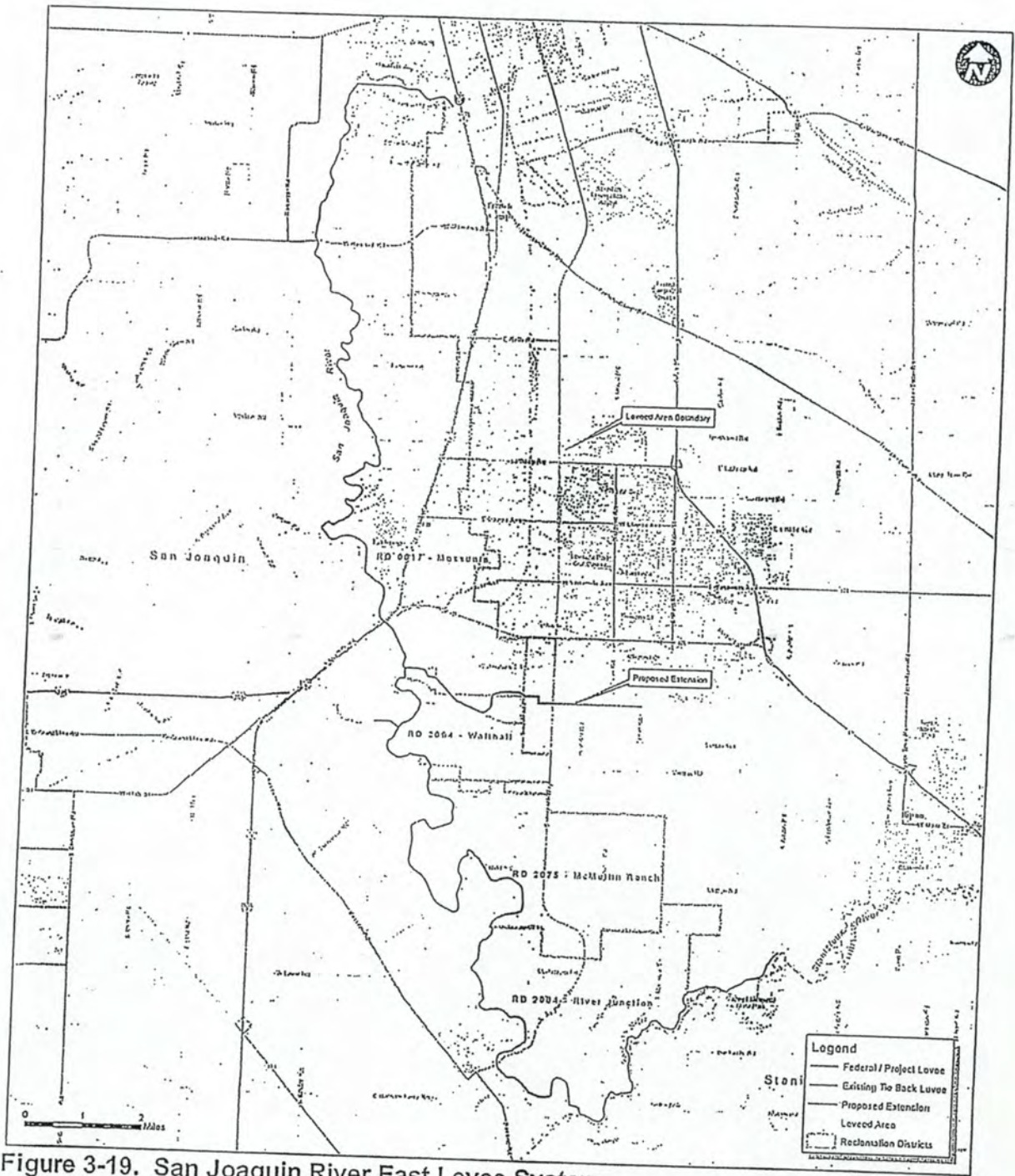


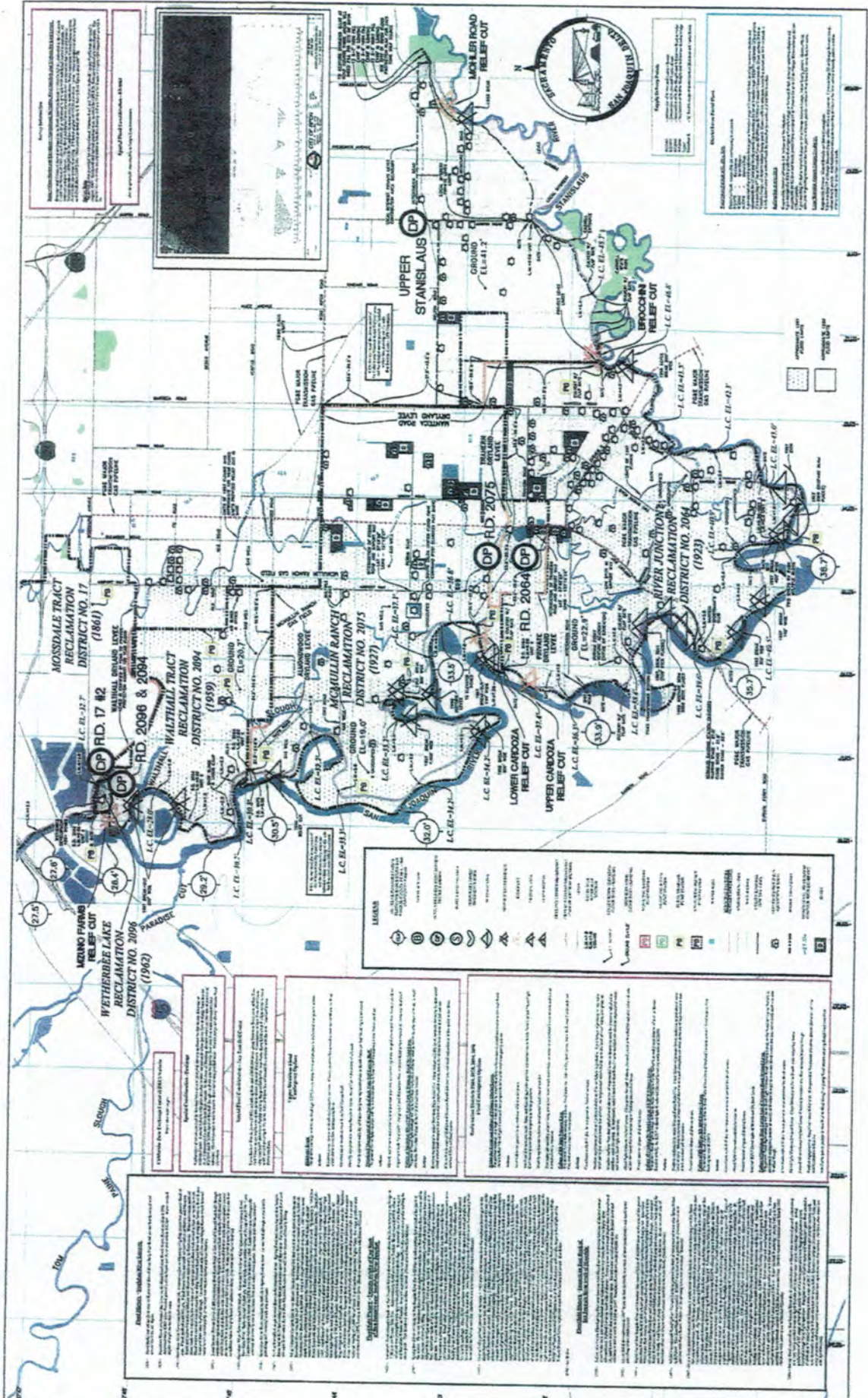
Figure 3-19. San Joaquin River East Levee System.



Ex. "3":

San Joaquin County Office of Emergency Services "*SJ  
County Flood Contingency Map, RD 2064, 2075, 2094 &  
2096, SJ River East Bank*" dated April 2011

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**SAN JOAQUIN COUNTY**  
 OFFICE OF EMERGENCY SERVICES

**SJ COUNTY FLOOD CONTINGENCY MAP**  
 RD 2064, 2075, 2094 & 2096  
 SJ RIVER EAST BANK

Scale: 1" = 1500'  
 Date: 10/1/2011  
 Sheet: 1 of 1

Ex. "4":

Reclamation District No. 17 (Prepared by AECOM) "*Final Environmental Impact Report Phase 3-RD 17 Levee Seepage Repair Project*" dated March 2015 (SCH #2010042073); Page ES-8

Table ES-12-4

Phase 3 Repair Project EIS/FEIR Action Alternatives

Reach	Levee Element	Minimum Footprint Alternative (Alternative 1)	Maximum Footprint Alternative (Alternative 2)	Preferred Alternative
		I	Ia seepage berm	seepage berm
II	Ib seepage berm with chimney drain	seepage berm with chimney drain	seepage berm with chimney drain	seepage berm with chimney drain
	Ic seepage berm with chimney drain	seepage berm with chimney drain	seepage berm with chimney drain	seepage berm with chimney drain
III	IIa cutoff wall <sup>1</sup>	cutoff wall <sup>1</sup>	setback levee	cutoff wall
	IIb chimney drain in existing seepage berm	chimney drain in existing seepage berm	setback levee	cutoff wall
IV	IIIa seepage berm with chimney drain	seepage berm with chimney drain	chimney drain in existing seepage berm	chimney drain in existing seepage berm
	IIIb seepage berm with chimney drain	seepage berm with chimney drain	seepage berm with chimney drain	seepage berm with chimney drain
V	IVa seepage berm with chimney drain	seepage berm with chimney drain	seepage berm with chimney drain	seepage berm with chimney drain
	IVc cutoff wall	cutoff wall	seepage berm with chimney drain/toe drain or setback levee	setback levee with seepage berm and cutoff wall
VI	Va cutoff wall	cutoff wall	seepage berm with toe drain	cutoff wall
	VIa.1 cutoff wall	cutoff wall	seepage berm with toe drain	cutoff wall
VII	VIa.3 N/A	N/A	seepage berm with toe drain	cutoff wall
	VIa.4 seepage berm with toe drain	seepage berm with toe drain	seepage berm with toe drain	cutoff wall
	VIb chimney drain in existing seepage berm	chimney drain in existing seepage berm	chimney drain in existing seepage berm	seepage berm with chimney drain/toe drain and cutoff wall
	VIc seepage berm and fill	seepage berm and fill	setback levee	cutoff wall
	VId seepage berm and fill	seepage berm and fill	setback levee	cutoff wall
	VIe seepage berm and fill	seepage berm and fill	setback levee	cutoff wall
	VIIf seepage berm with chimney drain	seepage berm with chimney drain	seepage berm with chimney drain	chimney drain and fill
	VIIf slurry cutoff wall or sheet pile cutoff wall <sup>1</sup>	slurry cutoff wall or sheet pile cutoff wall <sup>1</sup>	seepage berm with chimney drain	chimney drain and fill
	VIIg seepage berm with toe drain and fill	seepage berm with toe drain and fill	slurry cutoff wall or sheet pile cutoff wall <sup>1</sup>	seepage berm with chimney drain
	VIIIf seepage berm	seepage berm	seepage berm with toe drain and fill	cutoff wall
VIII	IXa seepage berm	seepage berm	seepage berm	seepage berm with chimney drain/toe drain
	Xa seepage berm	seepage berm	seepage berm	N/A
IX	Xa seepage berm	seepage berm	seepage berm	N/A
	Xa seepage berm	seepage berm	seepage berm	N/A
X	Xa seepage berm	seepage berm	seepage berm	N/A
	Xa seepage berm	seepage berm	seepage berm	N/A
XI	XIa seepage berm	seepage berm	seepage berm	N/A
	XIa seepage berm	seepage berm	seepage berm	N/A

Notes: Bolded text indicates that the proposed method for reducing flood risk for the element is different in each of the alternatives. *Italicized text* indicates that the proposed method for reducing flood risk for a Preferred Alternative element is different from both Alternative 1 and Alternative 2.

<sup>1</sup> Shallow slurry cutoff wall to be constructed with open-cut trench method. Sheet piles to be installed using pile-driving technology.

Source: Data created by AECOM in 2011 based on information provided by Kjeldsen Sinnock Neudeck, Inc.

Ex. "5":

US Army Corps of Engineers, Sacramento District "*San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report*" dated February 2015; Pages 3-4, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 5-54 and 5-55

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## Manage Land Use within Flood-prone Areas

This measure is an activity that the non-Federal sponsors would implement to meet the study objective of reducing flood risk to public health, safety and life. California SB 5 described in Section 2.2.2 is such a measure.

### 3.1.2 Structural Measures

#### Levee Raises

Raising levee height to increase the level of performance of existing levees is the focus of this measure. Increase in levee height may require additional levee footprint area to meet design requirements for minimum levee slope and top width. Levee raises would be accomplished by adding material to achieve the desired height. Height increases would be accomplished while maintaining design top width and side slopes, and may require additional landside easement(s) to allow for the increase in levee footprint and necessary access easements.

#### Cut-off Walls

This measure would be implemented to address through- and under-seepage issues that affect levee performance and safety. Installation of the cut-off wall is accomplished by degrading the levee to one-half height and creating the wall with a soil-bentonite mix. Once the mix has cured, the levee is restored to design height and side slopes to meet current design standards. The depth of the cut-off walls will typically be from 20 to 80 feet, depending on subsurface conditions, which will be determined more precisely during the PED phase through additional borings and corresponding depth required to stop through and under-seepage.

#### Deep Soil Mixing (Seismic)

This measure would be implemented to provide seismic stability to the Delta Front levees where required. The measure addresses seismic risk in the Delta Front levees due to the makeup of the foundational geomorphology. The Delta area soils are typically unconsolidated alluvial deposits. The deep soil mixing (seismic) measure would involve installation of a grid of drilled soil-cement mixed columns aligned longitudinally with, and transverse to the levee extending beyond the levee prism. This measure acts to minimize lateral deformation of the levee during seismic events.

#### Setback Levees

Where in-place improvements of levees may not be effective, and adequate footprint area exists, this measure could be implemented to improve the hydraulic capacity and overall effectiveness of the levee system. This measure would allow for ecosystem restoration measures on the water side of the new levee. Setback levees would be built to a height equal to that of the existing levee system. Typical design for a

#### 4.3.1 Cutoff Walls

Seepage cutoff walls are vertical walls of low hydraulic conductivity material constructed through the embankment and foundation to cut off potential through- and under-seepage. In order to be effective in reducing under-seepage, cutoff walls usually tie into an impervious sub-layer. Prior to construction, the construction site and staging areas would be cleared and grubbed. The levee is typically degraded by one half the levee height to provide a sufficient working surface and prevent hydraulic fracture of the levee. The cutoff walls for the project area would be a minimum of 3-feet in width; the cutoff wall would be constructed from a working surface elevation to a design depth at least 3-feet into an impermeable layer. During construction, bentonite-water slurry is used to keep the trench open and stable prior to backfilling with the permanent wall material. Soil is mixed with bentonite (SB) and then pushed into the trench, displacing the bentonite-water slurry. After a predetermined settlement period, an impervious cap is constructed above the cutoff wall and the levee is reconstructed using suitable material (Type 1 levee fill) to the correct design elevation and current USACE levee design criteria.

The conventional slurry method for SB walls is an open trench method that uses an excavator with a long-stick boom to excavate the slurry trench. The conventional method has a maximum depth of about 70 to 80 feet. Cutoff walls in North and Central Stockton would extend up to 70 feet below the working surface elevation. Some areas in RD 17 would require cutoff walls using Deep Mixing Method and would need to be up to 120 feet below the working surface elevation. The Deep Mixing Method involves blending the existing soil with cementitious material using blade or auger based mixing tools. Figure 4-1 shows a typical plan for a cutoff wall.

#### 4.3.2 Levee Reshaping (also called "Geometric Fix")

This measure would include reshaping the existing levees to restore them to USACE levee design criteria for side slopes and crown width. For the LSJRFS area, the minimum crest width for mainline or major tributary levees is 20 feet; the minimum crest width for minor tributary levees is 12 feet. Existing levees with landside and waterside slopes as steep as 2H:1V (i.e., for every 2 feet of horizontal distance, there is a 1 foot increase in height) may be acceptable if slope performance has been good and if the slope stability analyses determined the factors of safety to be adequate. Newly constructed levees should have 3H:1V waterside and landside slopes.

For new levees constructed in the LSJRFS area, a minimum permanent landside toe clear access easement of 20 feet is required; for existing levees within the LSJRFS area, a minimum permanent landside toe clear access easement of 10 feet is required. For both new and existing levees in the LSJRFS a minimum permanent waterside toe vegetation free zone (VFZ) of 15 feet is required unless a variance is approved by USACE.

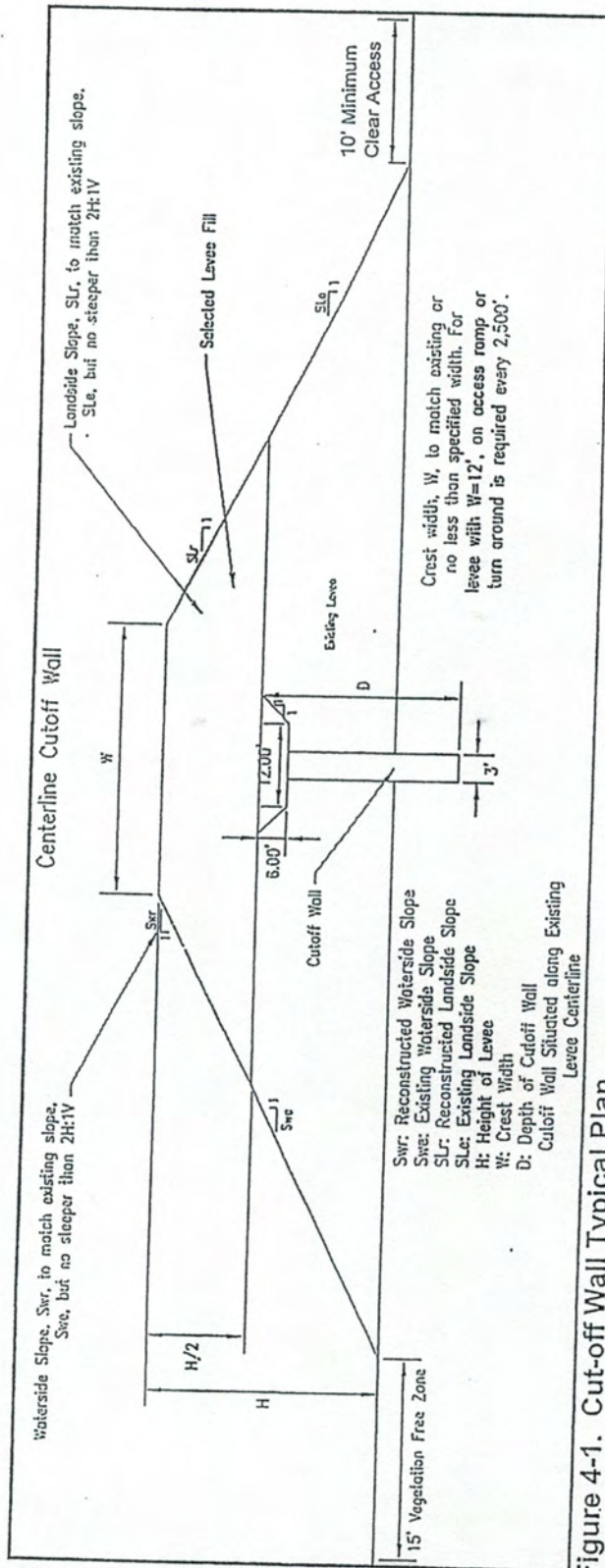


Figure 4-1. Cut-off Wall Typical Plan.

Note that the landside easement (right side) shown would be the minimum easement; landside easements would range from 10 feet to 20 feet from the levee toe.



Prior to construction, the waterside levee crest edge would be cleared and grubbed and the crown and existing landside slope would be stripped to remove at least 2 feet of material. To correct levee geometry, suitable material would be placed along the landside of existing levee slopes where needed to provide the minimum slope, required height, and crest width to meet current USACE levee design criteria, as detailed above. After construction, slopes would be hydroseeded for erosion control.

The additional area added to the landside toe by widening varies from 1 to 30 feet, depending on the existing width of the levee. The slope reshaping typical plan is shown on Figure 4-2. Slope reshaping and levee height fixes may require relocation of landside toe drains and ditches. These toe drains and ditches would be reestablished landward of the improved levee toe and would continue to function as they did before the levee improvements were constructed.

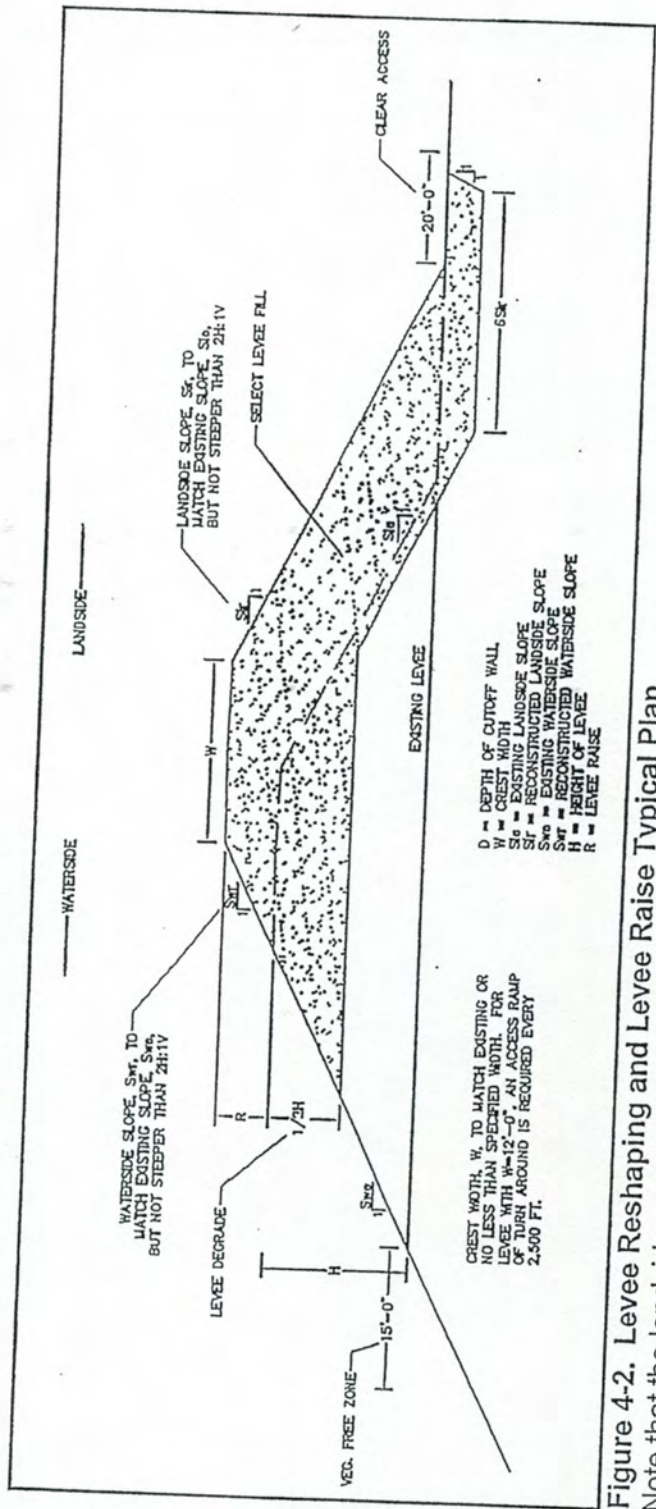
#### 4.3.3 Levee Raise (Levee Height Fix)

This measure describes the construction action that would be taken to repair the levee height in locations where the crown has slumped and to raise the existing levee height to reasonably maximize net benefits. Where SLR was a design consideration, the height could increase up to 5 feet. An increase in levee height may require additional levee footprint area to meet design requirements for minimum levee slope and crown width. Prior to construction, the waterside levee crest edge would be cleared and grubbed and the crown and existing landside slope would be stripped to remove at least 2 feet of material. To construct a levee raise, suitable material would be placed along the crown and landside of existing levee slopes, where needed, to provide the minimum slopes, required height, and crest width that meet current USACE levee design criteria. The typical plan for a levee raise is shown in Figure 4-2.

#### 4.3.4 Seepage Berm

Seepage berms are proposed to address levee stability, under- and through-seepage which are affecting levee performance and safety. A seepage berm is typically built adjacent to the landside of the levee and consists of layers of sand, gravel, and soil. The purpose of the berm is to control seepage flows and reduce the risk of the levee being undermined during a high-water event. The seepage berm acts as a cap, controlling the seepage flow below the berm surface and allowing the flow to reach an exit location in such a way that the undermining of levee soils is reduced or eliminated, thereby preventing boils and piping.

The seepage berm width could range from 100 to 200 feet from the landside toe of the existing levee with a maximum width of 300 feet. The seepage berms would be approximately 5 feet thick at the toe of the existing levee and would gradually slope downward to about 3 feet thick at the landside edge, with a 3:1 slope to ground level.



**Figure 4-2. Levee Reshaping and Levee Raise Typical Plan.**  
 Note that the landside easement (right side) shown would be the maximum clear access easement; landside easements would range from 10 feet to 20 feet from the levee toe. Half levee degradation is generally not proposed unless a cutoff wall would be installed. Instead, an internal drain may be constructed between the existing levee materials and the new fill.

Prior to construction the landside construction area would be cleared and grubbed for the new berm, right of way, and temporary easement. A layer of sand would then be placed on the natural ground surface to help eliminate the movement of fine-grained materials from underneath the levee. Gravel would then be placed on top of the sand to create a drainage layer. The drainage layer would allow the water to flow in a controlled manner and exit the face of the seepage berm to reduce the water pressure on the landside of the levee. A soil layer would then be placed on top of the gravel to further reduce the risk that seepage flows would pipe or create boils. Filter fabric would be placed between the soil and gravel layer to avoid migration of the soil into the gravel, which could clog the gravel and reduce its ability to carry seepage flows. A typical plan for a seepage berm is shown on Figure 4-3.

#### 4.3.5 New Levee

This measure would involve constructing new levees to reduce the flood risk to some areas or to prevent waters from outflanking (i.e., flowing around the ends of the levees and entering the area intended to be protected) the existing levee system during high water events. To construct the new levees, the construction footprint area would be cleared and grubbed and a new levee foundation would be excavated. A levee inspection trench would be excavated across the entire proposed centerline of the new levee. The depth of the inspection trench would vary depending upon levee height, as required by USACE guidance and the State's Urban Levee Design Criteria (ULDC). For the purposes of the impact analysis, a depth of 3 to 6 feet is assumed.

Construction of the new levee section would proceed in accordance with USACE levee design criteria, with suitable material placed in 6- to 8-inch lifts, moistened, and compacted to design specification until the design elevation has been reached. If needed, a cut-off wall would be constructed prior to the levee construction. Once the wall was complete, the levee prism would then be constructed of impermeable fill (Type 1 levee fill material). For new levees that require erosion protection, quarry stone riprap would next be applied to armor the newly completed levee's waterside slope and provide protection against erosion. Fill material for levee construction would be obtained from local construction borrow areas and commercial sources, and would be delivered to the levee construction sites using haul trucks. A gravel road would be constructed on the crown of the new levees. Following construction, the levee slopes would be reseeded with natural grasses to prevent erosion. A typical plan for a new levee with a cutoff wall is shown on Figure 4-4.

#### 4.3.6 Erosion Protection

This measure would consist of protection of the landside levee slopes should landward areas flood and subject the levee to wind and wave run-up of flood waters. For the purpose of this study, riprap was used to describe erosion protection features and the associated impacts. In PED, other erosion protection methodologies besides riprap may be explored.

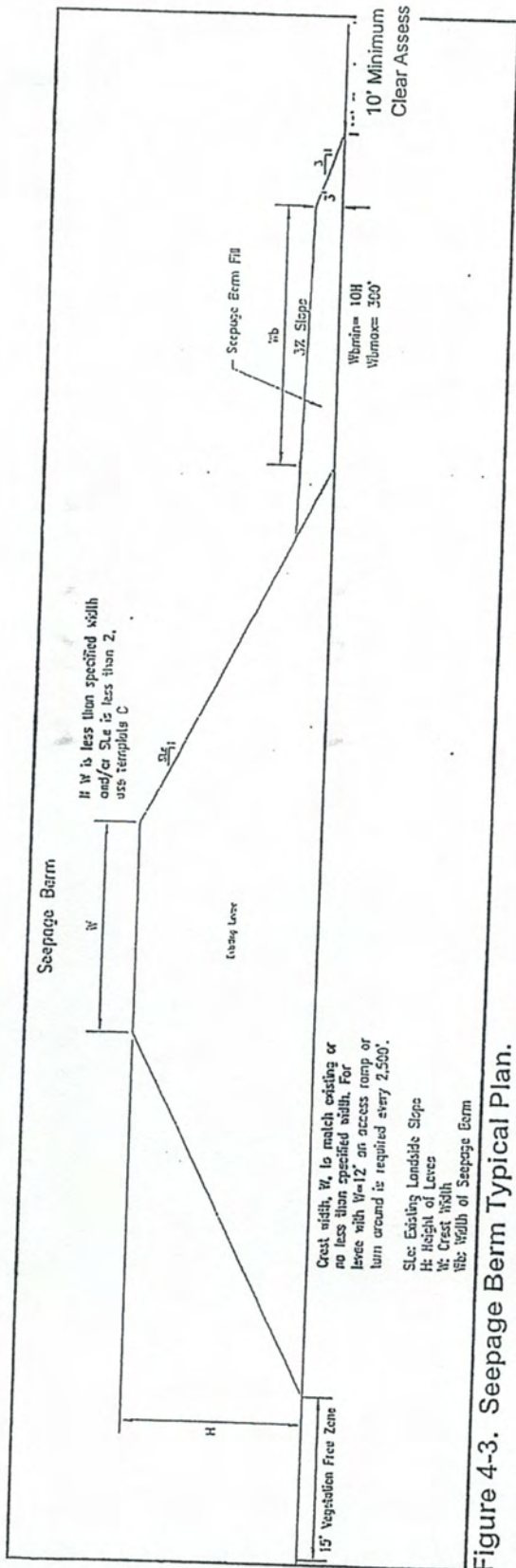


Figure 4-3. Seepage Berm Typical Plan.

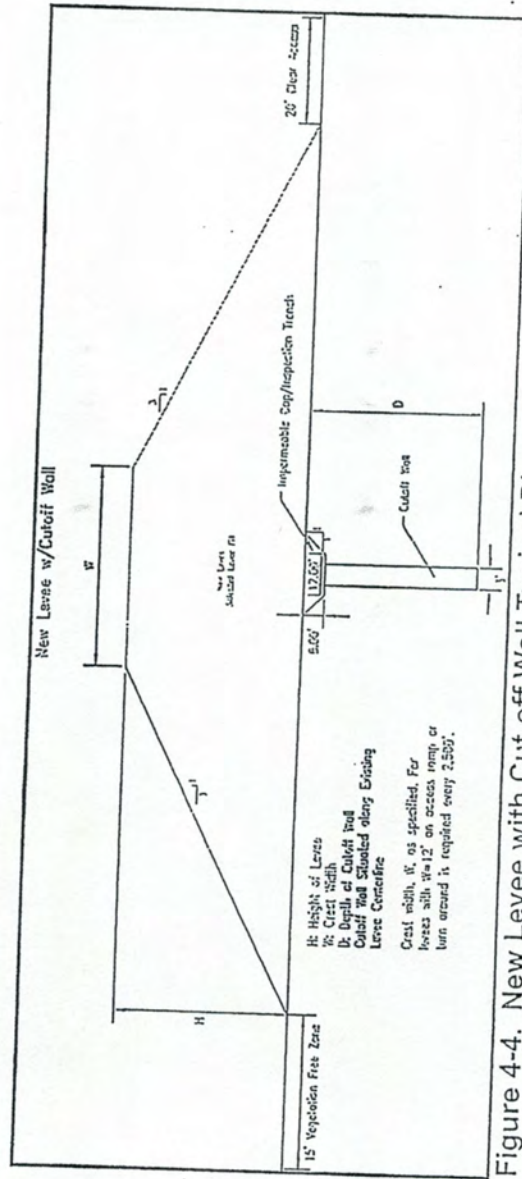


Figure 4-4. New Levee with Cut-off Wall Typical Plan.

- preexisting nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted), or
- substantially affect the quality of the groundwater supply.

### 5.6.3 Alternative 1 - No Action

Development within Stockton and surrounding areas could reduce recharge rates as the area of impervious surfaces increases and a larger volume of surface flows are collected by surface drains. If current groundwater management practices continue, levels will continue to decline, storage will continue to be reduced, and portions of the aquifer could become unusable due to the advancing inflow of higher salinity water from the west. In addition, potential groundwater contamination resulting from a flood event could limit the availability of groundwater.

The maximum sustainable yield from the aquifer is 0.75 to 1 acre-foot per acre per year. For the Delta Water Supply Project (DWSP), the City of Stockton selected a target extraction rate of 0.6 acre-feet per acre per year to reverse the historic overdraft and saline intrusion (City of Stockton 2007a, 2008a). The DWSP includes a storage and recovery program to address the City's long-term groundwater needs. In addition, the Eastern San Joaquin Groundwater Basin Management Plan also includes groundwater banking and recharge projects, although specific implementation measures have not been outlined. Although current groundwater supply is not sufficient for the anticipated growth, groundwater impacts would be reduced to **less-than-significant** through implementation of target extraction rates, banking projects, and recharge projects. Further, compliance with local, Federal, and state requirements would be implemented to reduce potential degradation of groundwater quality. Therefore, the No Action Alternative would have a **less-than-significant** impact on groundwater availability.

### 5.6.4 Alternative 7a

Under Alternative 7a, cutoff walls would be installed along about 20 miles of levees around North and Central Stockton. This alternative would reduce the risk of flooding to areas behind the levee. The areas receiving increased protection from improved levees are urban and are mostly built out. Therefore, the current pattern of groundwater recharge and extraction would be expected to continue.

Use of cutoff walls introduces the potential for groundwater contamination during construction. Primary construction-related contaminants that could reach groundwater include sediment, oil and grease, and hazardous materials. The slurry wall material is relatively benign and would not remain in a liquid state long enough to allow for significant lateral movement within the aquifer. Nevertheless, the release of contaminants into the groundwater would be a **significant** impact.

In addition, cutoff walls could restrict the movement of groundwater towards and away from adjacent rivers, streams and canals. This could change localized near-

surface groundwater levels in areas immediately adjacent to the cutoff wall. Shallow wells adjacent to the cutoff wall could be affected by the changes in radial flow, either increasing yields or increasing pumping costs. If yields decrease, a corresponding decrease in water quality could occur as the aquifer lowers and pumps take in more sediment. Cutoff walls may provide a potential benefit to the extent that they disrupt the eastward movement of saline waters.

Although some shallow wells near the slurry wall could be affected, recharge and overall flow to supply wells would not be appreciably affected. The proposed cutoff walls would reach depths of up to 70 feet. Since the upper water-bearing zone, the Victor Formation, extends from the ground surface to a maximum depth of approximately 150 feet and is hydraulically connected to the underlying Laguna Formation, the cutoff wall would not isolate any portion of the shallow water-bearing zone. The cutoff wall should not affect the utility of existing or future water supply wells.

The potential effects of cutoff walls on groundwater and subsurface water flows have become the subject of study only in recent years. In the Central Valley, two detailed technical studies of potential effects of cutoff walls on groundwater were completed in the Sacramento Basin. These studies were for the Natomas Levee Improvement Project and the Feather River West Levee Project/Sutter Basin Pilot Feasibility Study (SAFCA 2007, USACE and SBFCA 2013). Both of these studies found that the groundwater elevation would change by 3 feet or less. No similar studies have been conducted in the San Joaquin Basin. In the absence of any other data, this impact analysis assumes that the potential impact of cutoff walls on groundwater in the project area would be similar to what was identified for the two studies in the Sacramento River Basin and changes to groundwater elevations would be a fraction of existing groundwater elevations of 10 to 50 feet or more below ground surface in the project area (San Joaquin County 2007). Further, the implementation of the project would not change land use such that the rate of groundwater recharge would decrease or effect well yields. Therefore, Alternative 7a would have a **less-than-significant** impact on groundwater supplies.

#### 5.6.5 Alternative 7b

Alternative 7b proposes the same repairs as Alternative 7a for North and Central Stockton, but would also include a new levee section on Duck Creek, levee improvements on the northern, western, and southern levees in RD 17, and a section of new levee in the southern part of RD 17. Cutoff walls would be constructed on about 34 miles of levee around North and Central Stockton and RD 17. Potential impacts are the same as those described for Alternative 7a. Like north and central Stockton, the future growth anticipated by the proposed General Plan for RD 17 would not substantially deplete groundwater supplies if the proposed target extraction rate of 0.6 acre-feet per acre per year is met (City of Stockton 2007a, 2008a).

Ex. "6":

US Army Corps of Engineers, Sacramento District "*San Joaquin River Basin Lower San Joaquin River, CA DRAFT Integrated Interim Feasibility Report/Environmental Impact Statement/Environmental Impact Report*" dated February 2015; Pages 7-6 and 7-7

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Socioeconomics and Environmental Justice Compliance are also discussed in Chapter 5, Section 5.13. Once all public comments have been received and addressed, as appropriate, the project will be in full compliance with EO 12898.

#### 7.1.8 Executive Order 13112: Invasive Species

Executive Order 13112, signed February 3, 1999, directs all Federal agencies to prevent and control the introduction of invasive species in a cost-effective and environmentally sound manner. The order established the National Invasive Species Council, which is composed of Federal agencies and departments, and the supporting Invasive Species Advisory Committee, which is composed of state, local, and private entities. The council's national invasive species management plan recommends objectives and measures to implement Executive Order 13112 and to prevent the introduction and spread of invasive species (National Invasive Species Council 2008). Executive Order 13112 requires consideration of invasive species in NEPA analyses, including their identification and distribution, their potential effects, and measures to prevent or eradicate them.

#### 7.1.9 Farmland Protection Policy Act (7 U.S.C. 4201, et seq.)

The Farmland Protection Policy Act was authorized to minimize the unnecessary and irreversible conversion of farmland to nonagricultural use due to Federal projects. This Act protects Prime and Unique farmland, and land of statewide or local importance. The Farmland Protection Policy Act protects forestland, pastureland, cropland, or other land that is not water or urban developed land. The Farmland Protection Policy Act requires a Federal agency to consider the effects of its action and programs on the Nation's farmlands. This Act is administered by the NRCS. The NRCS is authorized to review Federal projects and if farmland is being affected determine a farmland conversion impact rating for the farmland affected by the Federal project. USACE is required to provide the NRCS with project maps and descriptions to assist in determining impacts to Prime and Unique farmlands.

In California, NRCS uses a land evaluation and site assessment system (LESA) to establish a farmland conversion impact rating score on proposed sites of Federally-funded and assisted projects. This score is used as an indicator for the project sponsor to consider alternative sites if the potential adverse impacts on the farmland exceed the recommended allowable level. Farmlands are scored on a scale of 260 points, and under the FPPA, farmlands receiving a total score of less than 160 points need not be given further consideration for protection and no alternative sites need to be evaluated (FPPA Rule 401.24, Section 658.4). Coordination with NRCS is on-going. The LESA evaluation will be completed and included in the final report. Preliminary review indicates that the permanent impacts on Prime Farmlands resulting from construction of the TSP would be considered less than significant since construction would primarily occur within the footprint of existing flood risk management infrastructure. New areas affected would mainly be within lands already converted to urban uses. Once the



Farmland Impact Rating is received from NRCS the project will be in full compliance with this Act.

#### 7.1.10 Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661, et seq.)

The Fish and Wildlife Coordination Act (FWCA) of 1958 requires that all Federal agencies consult with USFWS, NMFS, and the affected state wildlife agency for activities that affect, control, or modify surface waters, including wetlands and other waters. Under the FWCA, USFWS and NMFS and the applicable state fish and wildlife agency (CDFW) have an extended responsibility for project review that encompasses concerns about plant and wildlife species that may not be addressed under NEPA and the Federal ESA. This extended responsibility may include a project's secondary effects on jurisdictional waters, including wetlands. USFWS and NMFS review CWA Section 404 permit applications, as well as other Federal actions perceived to modify waters, and prepare a coordination act report to document the coordination between the Federal agency and the appropriate state regulatory agencies (Cylinder et al. 2004). The USFWS and CDFW have participated in evaluating the proposed project, and a draft CAR is provided in Appendix A-2. USACE will be in full compliance with this act once USFWS has issued the final CAR and USACE given full consideration to the USFWS' recommendations and included the final CAR with the study report to Congress for project authorization.

#### 7.1.11 Magnuson-Stevens Fishery Conservation and Management Act (16. U.S.C. 1801, et seq.)

The Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act) establishes a management system for national marine and estuarine fishery resources. Essential Fish Habitat (EFH) is defined as "waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." The legislation states that migratory routes to and from anadromous fish spawning grounds should also be considered EFH. The phrase "adversely affect" refers to the creation of any effects that reduce the quality or quantity of EFH. Federal activities that occur outside an EFH but that may, nonetheless, have an effect on EFH waters and substrate must also be considered in the consultation process. Under the Magnuson-Stevens Act, effects on habitat managed under the Pacific Salmon Fishery Management Plan must also be considered.

This law requires all Federal agencies to consult with NMFS regarding all actions or proposed actions permitted, funded, or undertaken that may adversely affect EFH. In consulting, the action agency must provide NMFS with a written assessment of the effects of their action on EFH. If NMFS determines that a proposed Federal or State activity would adversely affect EFH, then NMFS is obligated to provide EFH conservation recommendations to the action agency. The Federal action agency that receives the conservation recommendations must provide a detailed response in writing to NMFS within 30 days after receiving EFH conservation recommendations. The

Ex. "7":

Reclamation District No. 17 (Prepared by AECOM) "*Final Environmental Impact Report Phase 3-RD 17 Levee Seepage Repair Project*" dated March 2015 (SCH #2010042073); Pages 3.2-4 and 3.2-9

51293[e][1]) because the proposed project Phase 3 Repair Project would consist of work to reduce potential flood damage. The preliminary notice to the ~~California Department of Conservation~~ DOC, provided before lands actually are-is actually acquired, would demonstrate the Phase 3 Repair Project area purpose of the project and the exemption from the findings.

Farmland in RD 17 that is in an agricultural preserve and ~~that is~~ currently is held in Williamson Act contracts is shown in Figure 3.2-2.

### 3.2.1.3 REGIONAL AND LOCAL

#### San Joaquin County General Plan

The *San Joaquin County General Plan 2010* (County General Plan) contains objectives and policies that guide land use decisions in the unincorporated parts of the county (San Joaquin County 1992). The Resources Element of the County General Plan includes goals and policies addressing agricultural land uses, including the following policy relating to preserving agricultural lands and compatible uses:

- Policy 5: Agricultural areas shall be used principally for crop production, ranching, and grazing. All agricultural support activities and nonfarm uses shall be compatible with agricultural operations and shall satisfy the following criteria:
  - (a) The use requires a location in an agricultural area because of unusual site area requirements, operational characteristics, resource orientation, or because it is providing a service to the surrounding agricultural area;
  - (b) The operational characteristics of the use will not have a detrimental impact on the management or use of surrounding agricultural properties;
  - (c) The use will be sited to minimize any disruption to the surrounding agricultural operations; and
  - (d) The use will not significantly impact transportation facilities, increase air pollution, or increase fuel consumption.

#### City of Lathrop General Plan

The *Comprehensive General Plan for the City of Lathrop, California* divides the city of Lathrop into three subplan areas (City of Lathrop 2004:1-2). The Phase 3 Repair Project Area is adjacent to Sub-plan Area #3, located on the east side of the San Joaquin River and west of Interstate 5, and to Sub-plan Area #1 located east of Interstate 5, adjacent to the east levee of the San Joaquin River. Lands located within the subplan areas are planned for development and policies related to agricultural land generally support maintaining agricultural uses on lands outside the subplan areas.

#### City of Manteca General Plan

The *City of Manteca General Plan 2023 Policy Document* (City of Manteca 2003), Resource Conservation Element, Goal RC-9, promotes the continuation of agricultural uses in the Manteca area and discourages the premature conversion of agricultural land to nonagricultural uses, while providing for the urban development needs of Manteca. Policies relevant to the proposed project include the following:

- Policy RC-P-19: The City shall support the continuation of agricultural uses on land designated for urban use, until urban development is imminent.

- Policy RC-P-20: The City shall provide an orderly and phased development pattern so that farmland is not subjected to premature development pressure.
- Policy RC-P-21: In approving urban development near existing agricultural lands, the City shall take actions so that such development will not unnecessarily constrain agricultural practices or adversely affect the viability of nearby agricultural operations.
- Policy RC-P-23: Protect designated agricultural lands, without placing an undue burden on agricultural landowners.
- Policy RC-P-24: Provide buffers at the interface of urban development and farmland in order to minimize conflicts between these uses.
- Policy RC-P-26: The City shall restrict the fragmentation of agricultural land parcels into small rural residential parcels except in areas designated for estate type development in the General Plan Land Use Diagram.
- Policy RC-P-27: The City shall discourage the cancellation of Williamson Act contracts outside the Primary Urban Service Boundary line.

### 3.2.2 ENVIRONMENTAL SETTING

Within the Phase 3 Repair Project Area, agricultural land uses are located on nonurbanized lands along the east levee of the San Joaquin River and on either side of the dryland levee located east of the San Joaquin River and within the City of Manteca. Table 3.2-1 shows existing land uses and Important Farmland classifications for lands within the project footprint for each element.

Element	Jurisdiction	Existing Land Use	Important Farmland Classification
Ia	San Joaquin County	Agriculture	Prime/Statewide Importance
Ib		Agriculture	Prime
Ie		Agriculture/rural residence and River Mill Event Center (commercial) adjacent on downstream side	Prime
IIab		Agriculture/rural residence/human-made lake/Haven Acres Marina at south end of element	Prime/Rural Residential/Non-agricultural or Natural Vegetation/Semi-agricultural and Rural Commercial Land
IIIa	City of Lathrop	Existing levee and seepage berm	Not applicable
IIIb		Agriculture	Prime
IVa		Agriculture/residential subdivision	Prime/Non-agricultural or Natural Vegetation
IVc		Undeveloped open space on riverside/residential subdivision on landside	Prime/Non-agricultural or Natural Vegetation
Va-Via.1		Agriculture/rural residence/farm complex/subdivision and City of Lathrop park	Prime/Statewide Importance/Unique/Non-agricultural or Natural Vegetation
VIa.4		Agriculture	Prime/Local Importance
VIb		Existing levee and seepage berm	Not applicable
VIcde		Union Pacific Railroad; San Joaquin County Park—Mossdale Crossing Regional Park	Urban and Built Up