

# SOLANO COUNTY WATER AGENCY



## Guidelines for Assistance in Small Flood Control/Drainage Projects- 2008-2009 Program

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### A.) Introduction

The Solano County Water Agency has funding for eligible small flood control/drainage projects such as creek vegetation removal, debris removal, and limited erosion control and sediment retention. The purpose of this memorandum is to explain the process of how you can obtain assistance from the Water Agency. The Solano Resource Conservation District (SRCD) is managing this program on behalf of the Water Agency.

### B.) Submission of Information

Attached is the application to be used. Describe the extent of the flooding and the frequency of the occurrence of flooding. Any historical information about the past flooding would also be helpful. Provide information about past or potential property damage from flooding.

SRCD staff can help you determine the type of work that is appropriate for the creek and the type of work that can be approved by regulatory agencies. Include a cost estimate of the work. SRCD staff can also help you with the cost estimate.

Attached is an example of the standard agreement property owners will be required to sign if your project is approved. Do not send this in with your application. Unless all property owners where the project will be done sign the agreement, the project will not be authorized for funding (an exception is made for studies and engineering). By submitting an application to us we assume that property owners will sign such an agreement.

### C.) Project Eligibility

The following are criteria and requirements that will be used to judge project eligibility.

1. Landowner Permission/Waive Liability. Landowners will be required to sign an agreement (example attached) with the Water Agency, which grants permission for the work to be performed and to waive any liability claims against the Water Agency.



2. Benefit More Than One Landowner. A problem to be solved must impact more than just one property owner or is caused by something beyond the single property owner's control. For example, a clogged ditch overflows into more than one property or runoff from upstream properties runs into another property and causes drainage problems. The intent of these criteria is that the projects will benefit more than just one property owner. In most cases, a creek-cleaning project will benefit more than just one property owner.
3. No Significant Adverse Downstream Impact. This is a key criterion. Any work done with these funds must not adversely impact others downstream (or upstream). We do not simply want to transfer a flooding or drainage problem from one area to another. If there are downstream impacts, then the area impacted downstream perhaps needs to be included as part of the overall project. If downstream impacts cannot be resolved by inclusion of these properties, a study of the watershed may be needed to determine a coordinated course of action. We will be making engineering judgments on whether there are downstream impacts.
4. Landowners to Perform Ongoing Maintenance. As part of the agreement mentioned in criteria 1 above, the agreement will call for the landowner to continue regular normal maintenance of the creek after the initial cleaning is done. The intent of this provision is not to impose an open-ended responsibility on landowners. The responsibility is only to perform maintenance to upkeep the work that has already been done. For example, if large amounts of debris should accumulate on the property from upstream sources, the landowner would not be required to remove that debris as part of the agreement. Since these projects are generally on private property, we are assuming that the property owners will continue their responsibility for maintaining the creeks. For larger projects, you and your neighbors can form an assessment district where affected property owners fund ongoing maintenance. The Water Agency staff can provide technical assistance to you to set up such assessment districts.
5. 20% Landowner Contribution to Project Costs. Applicants are required to provide a 20% contribution to project costs. The contribution can be in the form of cash, provision of materials or labor. The Water Agency General Manager has the discretion to reduce the contribution requirements for special cases.
6. No Maximum Cost Limit. SRCD staff will work with you to estimate the cost of your proposed project. When developing a project, applicants need to be aware that there are limited funds available (approximately \$50,000).
7. Studies and Project Design. Studies and project design are eligible for funding.
8. Levee Repairs, Erosion Control, Tree Removal, and Sediment Retention Projects. If your project involves levee repairs, an erosion control, tree removal or sediment retention project, the following criteria also apply:
  - A. Large levee repairs may not be eligible under the small grant program.

- B. Tree removal projects are generally considered to be the landowner's responsibility and may not be eligible under the small grant program. If fallen trees are near a County Road or Bridge, Solano County personnel may be willing to remove the tree.
- C. The project must be on a stream that is an identified source of sediment.
- D. The erosion or sediment problem must have a direct impact on downstream flooding, for example a sediment from a gully plugging a road culvert and causing flooding.
- E. The original cause of the erosion problem must be beyond the landowners control to correct. For example, development in the upstream watershed has increased the flows to a channel which result in bank erosion; or channel downcutting below the property causing over-steep banks and bank erosion.
- F. The sole benefit of the project cannot be to protect the landowner home or property, while not reducing sediment production.
- G. Sediment retention projects meeting the above criteria are considered eligible for funding.

#### D.) Review Process

The criteria with which projects will be evaluated have been described above. If a project is rejected for not meeting one of the criteria, a written explanation will be provided to the contact person. A panel of reviewers may rank and prioritize projects. The Water Agency's General Manager will have final authority regarding which project will get funded. After the project is authorized, and the agreements are executed by all landowners, work can be scheduled and permits acquired.

#### E.) Project Phase

After SRCD staff have met with the landowner and visited the proposed site, the direction of the project will need to be determined. Depending on the complexity of the proposed project, a phased approach might be needed where the first phase is engineering design and the second phase is construction. Each phase of the project will require re-approval by the Water Agency to make sure funds are available. SRCD can help the landowner determine what phase the project should fall under.

#### F.) Design Phase

For projects that fall under the design phase, the landowner will need to work with a licensed engineer or hydrologist to prepare a (1) Scope of Work and (2) Total Cost to complete the design work. Once this is obtained, the landowner will need to submit the information to the SRCD for review. The SRCD will then work with the landowner to

further refine the study if needed and determine the cost-share. The typical cost-share for the small grant program is 20% landowner, 80% Water Agency as long as funding is available. If the landowner would like to proceed on the project, the landowner will need to sign an agreement with the Agency which will stipulate the cost-share and work to be completed. An example agreement is included at the end of this document.

#### G.) Construction Phase

For projects that fall under the construction phase, the landowner will first need to obtain necessary permits. The SRCD can assist the landowner with the permit process. Typical permits include the Army Corp of Engineers, the Regional Water Quality Control Board, the Department of Fish and Game, and a Grading Permit from Solano County. Once the permits are obtained, the landowner will need to obtain a bid from a licensed contractor. The landowner will then need to submit the information to the SRCD for review and to determine the cost-share. The typical cost-share for the small grant program is 20% landowner, 80% Water Agency as long as funding is available. If the landowner would like to proceed on the project, the landowner will need to sign an agreement with the Agency which will stipulate the cost-share and work to be completed. An example agreement is included at the end of this document.

#### H.) Reimbursement

The small grant program is a reimbursable grant, which means that the landowner will need to pay the engineer or contractor directly, and then submit invoices from the company that state "Paid in Full". Once the paid invoices are received the Water Agency will issue a check to the landowner. The reason for the reimbursement process is to prevent the transfer of liability to the Water Agency for the private flood control project, which would be undesirable for both the landowner and the Agency.

#### I.) Timing

The goal is to complete projects prior to the upcoming rainy season. The ability to complete the work depends on many factors including landowner cooperation, and availability of labor to perform the work and the permitting. It also depends upon when the rainy season starts.

(SRCD to determine is in initial deadline is desirable or take applications all year long)

#### J.) Help

SRCD staff can help you propose your project and prepare your application. We can provide maps and lists of property owners. We can visit sites with you and review the potential of downstream impacts. We can also tell you the type of work that regulatory agencies may allow in your particular situation. For assistance please contact Amy King at (707) 678-1655 ext 109 or e-mail at [amyking@gmail.com](mailto:amyking@gmail.com).

If your project does not receive funding there are other options. As described previously, you and your neighbors can form an assessment district where property owners fund improvement and ongoing maintenance. The Water Agency staff can provide technical assistance to you to set up such assessment districts. These districts can be operated under the authority of the Water Agency. Additionally, if you choose to solve your problems without any funding from this program, we can also provide technical assistance to you and help you get the necessary permits.

# **FLOOD CONTROL – SMALL GRANT APPLICATION**

*I.) Contact Information:*

Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

*II.) Description of the Flood Problem:*

(What is happening, when does it happen, who is affected?)

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

*III.) Identification and Solution to the Flood Problem:*

(Where it is occurring and what is the solution?)

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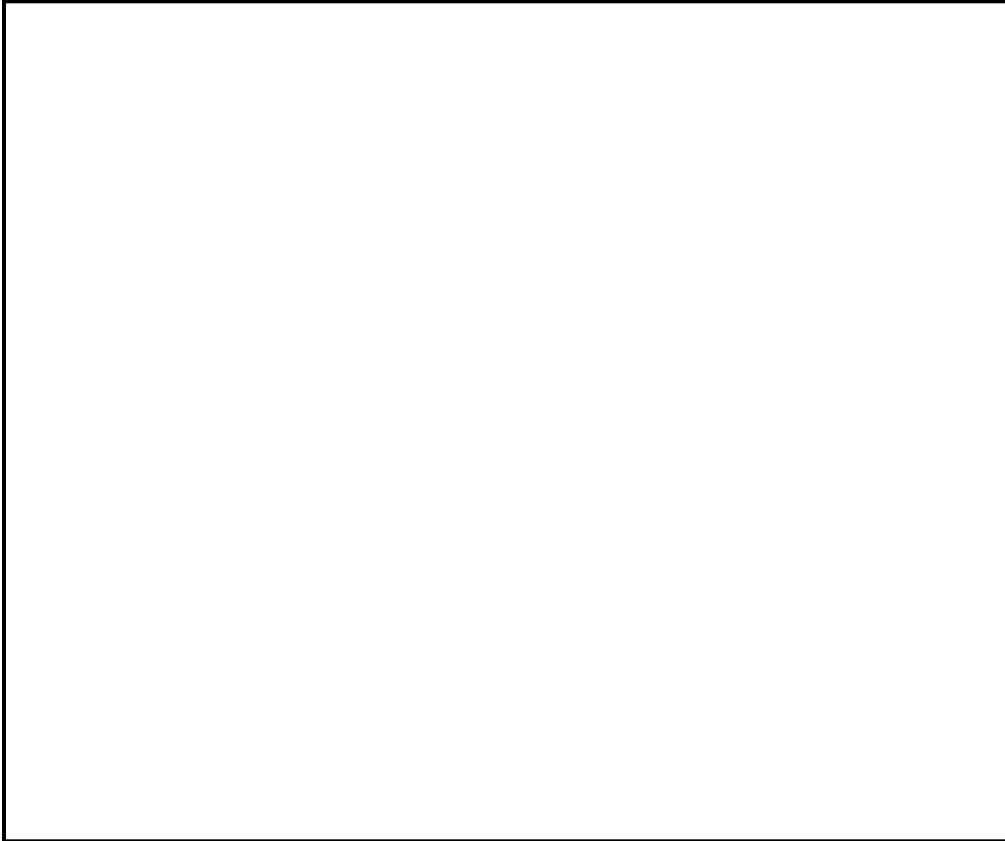
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# FLOOD CONTROL – SMALL GRANT APPLICATION

IV.) *Map:*  
(General overview map showing creek, culverts, and roads. Photos can also be attached to the end of the application)



V.)

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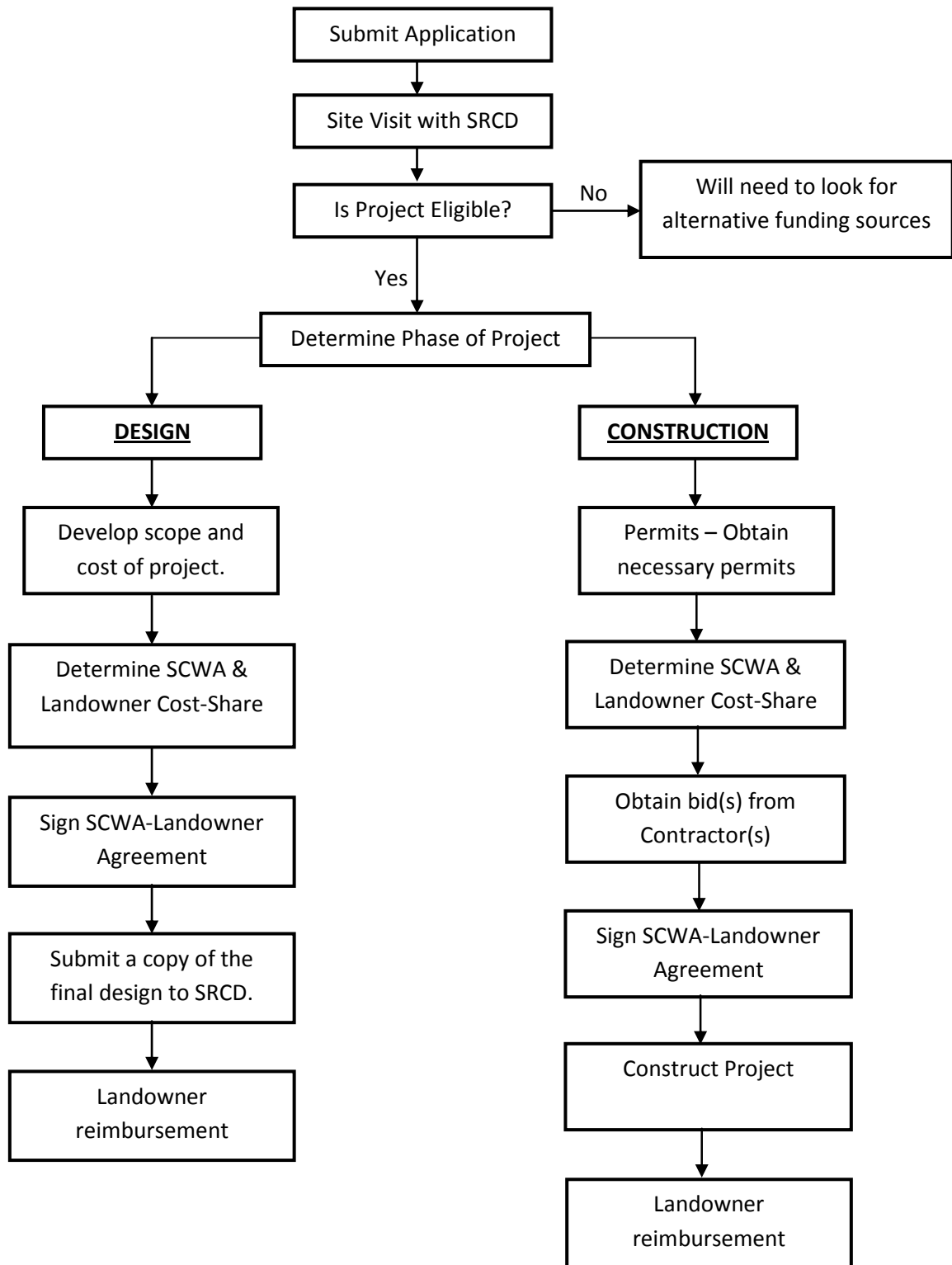
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**Figure 1 – Flowchart of the Small Grant Flood Control Process**



**AGREEMENT BETWEEN PROPERTY OWNER  
AND THE  
SOLANO COUNTY WATER AGENCY  
FOR  
FLOOD CONTROL PROJECT**

This AGREEMENT BETWEEN PROPERTY OWNER AND THE SOLANO COUNTY WATER AGENCY FOR FLOOD CONTROL PROJECT ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between \_\_\_\_\_ ("Owner") and the SOLANO COUNTY WATER AGENCY ("Agency").

1. Recitals.

A. Owner is the owner of certain real property described in Exhibit "A" attached hereto and by reference made a part of this Agreement ("Property").

B. The Agency has general authority to undertake projects to control flooding and storm waters within all of the Agency's boundaries in order to protect life and property from floods within the Agency.

C. The Agency Board of Directors has approved a limited program whereby the Agency provides assistance to property owners for cleaning creeks and ditches of vegetation, debris, and sediment and certain erosion control projects. The Agency has developed specific criteria for these projects and only projects meeting these criteria are approved. All these projects require all participating landowners to execute agreements similar to this Agreement.

D. The project, described in Exhibit "B", the Project Description, attached hereto and by reference made a part of this Agreement, hereinafter referred to as the "Project", has been specifically approved by the Agency.

2. Scope of Work. By their signature to this Agreement, the parties have agreed to the Project Description. Owner is responsible for all work to complete the Project.

3. Term. The term of this Agreement shall commence on the date of execution and shall continue thereafter as long as the Owner retains ownership of the Property. The Agency will not record this agreement with the County Recorder. If the Project is not completed by June 30, 2009, this agreement shall terminate.

4. Payment. Upon completion of the Project, as determined by the Agency, and upon submission of copies of invoices of the work done, payment of the lesser of 1) the total Project costs or 2) \$\_\_\_\_\_ shall be made by the Agency to the Owner.

5. Indemnity. To the fullest extent permitted by law, Owner will defend, indemnify and hold harmless the Agency, its directors, officers, employees, or authorized volunteers against any and all claims and demands of all persons arising out of or in any manner directly or indirectly connected with the work performed under this agreement, however caused, except for the sole negligence or willful misconduct or active negligence of the Agency its directors, officers, employees, or authorized volunteers. This indemnity shall survive the termination or expiration of this Agreement.

6. Permits and Compliance with Law. Owner shall obtain and maintain all governmental permits and approvals required for the activities conducted under this Agreement and shall comply with all statutes, ordinances, rules, regulations, orders and requirements now in effect or that become effective during the term of this Agreement applicable to its work to be undertaken pursuant to the Project Description.

IN WITNESS HEREOF, Agency and Owner have executed two (2) original copies of the Agreement as of the date first referenced above.

"Agency"

SOLANO COUNTY WATER AGENCY

By:

General Manager  
P.O. Box 349  
Elmira, CA 95625

"OWNER"

Parcel No. \_\_\_\_\_ et. al.

By:

\_\_\_\_\_,

## **EXHIBIT A – Property Description**

Parcel Nos. \_\_\_\_\_

## **EXHIBIT B – Project Description**

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