



REGULAR BOARD MEETING

OCTOBER 6, 2026



STOCKTON EAST WATER DISTRICT

PROVIDING SERVICE SINCE 1948

www.sewd.net

DIRECTORS

Richard Atkins
Division 1

Andrew Watkins
Division 2

Ryan Hansen
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Paul Nakaue
Vice President
Division 6

Thomas McGurk
President
Division 7

STAFF

Justin M. Hopkins
General Manager

Juan M. Vega
Assistant General Manager

LEGAL COUNSEL

Jeanne M. Zolezzi
General Counsel

Phone 209-948-0333
Fax 209-948-0423

E-mail sewd@sewd.net

6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

MEETING NOTICE

A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
STOCKTON EAST WATER DISTRICT WILL BE HELD
AT 12:30 P.M., TUESDAY, OCTOBER 6, 2026 AT THE
DISTRICT OFFICE, 6767 EAST MAIN STREET
STOCKTON, CALIFORNIA 95215

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please contact Administrative Staff at (209) 948-0333 at least 48-hours in advance for assistance so the necessary arrangements can be made.

Please call (347) 566-2741/ Passcode: 300 937 522#
Meeting ID: 296 118 827 282 890/ Passcode: kD9hK6N6
to be connected to the Regular Board Meeting, to begin at 12:30 p.m.
Agendas and minutes are located on our website at www.sewd.net.

AGENDA

Page No

- | | | |
|-----------|--|----|
| A. | Pledge of Allegiance (Director Nakaue) & Roll Call | |
| B. | Public Comment (Non-Agenda Items) | |
| C. | Consent Calendar | |
| | 1. Minutes 09/15/26 | 01 |
| | 2. Warrants | |
| | a. Fund 67 – Agricultural Fund | 07 |
| | b. Fund 68 – Groundwater Production Fund | 09 |
| | c. Fund 70 – Administration Fund | 11 |
| | d. Fund 71 – Water Supply Fund | 15 |
| | e. Fund 89 – Fish Screen Improvement Fund | 17 |
| | f. Fund 91 – Vehicle Fund | 19 |
| | g. Fund 94 – Municipal & Industrial Fund | 21 |
| | h. Payroll | 25 |
| | i. Summary | 27 |
| | j. Short Name/Acronym List | 29 |
| | k. SEWD Vehicle & Heavy Equipment | 31 |
| | 3. Warrants – California’s Public Employees’ Retirement System | 33 |
| D. | Scheduled Presentations and Agenda Items | |
| | 1. Stockton East Water District – Staff Report – Consideration of Recommendation to Approve Adoption of Rule No. 181 (Water Allocation Rule) and Policy No. 3900 (Water Allocation Policy) | 35 |
| | a. Public Hearing | 37 |
| | b. Rule No. 181 | 39 |
| | c. Water Allocation Policy No. 3900 | 41 |
| | d. Analysis of New Hogan Reservoir Releases and Reported Systems Losses 2016-2025 | 47 |
| | 2. Preliminary Base Monthly Payment – Fiscal Year 2027/2028 | |
| | a. Public Hearing | 55 |
| | b. Resolution No. 26-27-11 – Setting the Preliminary Base Monthly Payment for Period April 1, 2027 to March 31, 2028 | 57 |

D.	Scheduled Presentations and Agenda Item, <i>continued</i>	
3.	Stockton East Water District - Staff Report - Consideration of Adopting Policy No. 3020 Workplace Violence Prevention Plan and Approving the Updated Injury Illness Prevention Plan	65
a.	Injury & Illness Prevention Plan	67
b.	Workplace Violence Prevention Plan Policy No. 3020	89
4.	Stockton East Water District – Staff Report - Consideration of Cancellation of the Agricultural Lease with Carna Farming, Inc. and New Agricultural Lease with Lagorio Brothers – North Site Property	111
5.	Stockton East Water District – Staff Report – Consider Approval of Direct Purchase of Flow Meters for the Bellota Weir Modification Project	147
6.	Stockton East Water District – Staff Report – Consider Approval of Contract Award for Lighting and Surge Protection Project	151
7.	Stockton East Water District – Staff Report – Designation of ACWA Voting Representative	153
E.	Committee Reports	
1.	Agricultural Operations Committee Meeting, 09/16/26	157
2.	Municipal Operations Committee Meeting, 09/16/26	159
F.	Report of the General Manager	
1.	Water Supply Report 09/15/26	161
2.	Informational Items:	
a.	<u>ACWA Regions 2 & 4 Program and Tour Connecting Climate, Water & Habitat, 11/04/26</u>	163
b.	<u>ACWA Upcoming Events</u>	165
3.	Report on General Manager Activities	
a.	Stockton East Water District’s Activities Update	
4.	Stockton East Water District Engineering & Maintenance Update	
G.	Director Reports	
1.	2026 AMWA Q3 All Membership Meeting, 09/17/26	
H.	Communications	
1.	United States Department of Commerce National Oceanic and Atmospheric Administration Letter, 09/04/26	167
I.	Agenda Planning/Upcoming Events	
1.	District Holiday, Columbus Day, 10/12/26	
2.	Eastern San Joaquin Groundwater Authority Board Meeting, 10:30 a.m., 10/14/26	

I. Agenda Planning/Upcoming Events, *continued*

3. San Joaquin Farm Bureau Federation Monthly Committee Meeting, 4:30 p.m.,
10/14/26

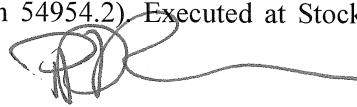
J. Closed Session

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION Potential exposure to litigation – Government Code
Section 54956.9 – two cases

K. Adjournment

Certification of Posting

I hereby certify that on October 1, 2026, I posted a copy of the foregoing agenda in the outside display case at the District Office, 6767 East Main Street, Stockton, California, said time being at least 72 hours in advance of the meeting of the Board of Directors of the Stockton East Water District (Government Code Section 54954.2). Executed at Stockton, California on October 1, 2026.



Priya Ram, Director of Finance & Administration
Stockton East Water District

Any materials related to items on this agenda distributed to the Board of Directors of Stockton East Water District less than 72 hours before the public meeting are available for public inspection at the District's office located at the following address: 6767 East Main Street, Stockton, CA 95215. Upon request, these materials may be available in an alternative format to people with disabilities.

THIS PAGE
INTENTIONALLY
LEFT BLANK

THE MEETING OF THE BOARD OF DIRECTORS
OF STOCKTON EAST WATER DISTRICT WAS HELD AT THE DISTRICT OFFICE
6767 EAST MAIN STREET, STOCKTON, CA
ON TUESDAY, SEPTEMBER 15, 2026, AT 12:30 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

President McGurk called the regular meeting to order at 12:30 p.m. Director Atkins led the Pledge of Allegiance.

Present at roll call at the District were Directors Atkins, Hansen, McGurk, Panizza, Sanguinetti and Watkins. Also present were Manager Hopkins, Assistant Manager Vega, Director of Finance & Administration Ram, District Engineer Evensen, Water Supply Manager Donis, Water Operations Manager Brothers, and Administrative Assistant Rodriguez. Director Nakaue and Legal Counsel Zolezzi were absent. Consultant Barkett arrived at 1:13 p.m.

B. PUBLIC COMMENT (NONE)

C. CONSENT CALENDAR

1. Minutes 09/01/26 Regular Board Meeting
2. Warrants
 - a. Fund 56 – Construction Fund
 - b. Fund 68 – Groundwater Production Fund
 - c. Fund 70 – Administration Fund
 - d. Fund 71 – Water Supply Fund
 - e. Fund 89 – Fish Screen Improvement Fund
 - f. Fund 91 – Vehicle Fund
 - g. Fund 94 – Municipal & Industrial Fund
 - h. Summary
 - i. Short Name/Acronym List
 - j. SEWD Vehicles & Heavy Equipment
3. Warrants – California’s Public Employees’ Retirement System

A motion was moved and seconded to approve the Consent Calendar, as presented.

Roll Call:

Ayes: Atkins, Hansen, McGurk, Panizza, Sanguinetti, Watkins
Nays: None
Abstain: None
Absent: Nakaue

D. SCHEDULED PRESENTATIONS AND AGENDA ITEM

1. Stockton East Water District – Staff Report – Consideration of Authorization for the General Manager to Submit the District’s Water Year 2027 Central Valley Project Delivery Schedule Request Letter to the U.S. Bureau of Reclamation Under Contract No. 4-07-20-W0329-P
Manager Hopkins presented the Board with a staff report to consider authorizing the General Manager to submit the District’s Water Year 2027 Central Valley Project Delivery Schedule Request Letter to the U.S. Bureau of Reclamation Under Contract No. 4-07-20-W0329-P. Manager Hopkins reviewed the staff report and staff provided response to questions.

A motion was moved and seconded to authorize the General Manager to submit the District's Water Year 2027 Central Valley Project Delivery Schedule Request Letter to the U.S. Bureau of Reclamation, as presented.

Roll Call:

Ayes: Atkins, Hansen, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Nakaue

2. Stockton East Water District – Staff Report – Consideration of Authorization for the General Manager to Sign and Submit a Multi-Agency Coalition Letter to the Acting Secretary of the Army Addressing Common USACE Barriers Affecting Farmington Dam and Four Other Central Valley Water Storage and Flood-Damage Reduction Projects

Manager Hopkins presented the Board with a staff report to consider authorizing the General Manager to Sign and Submit a Multi-Agency Coalition Letter to the Acting Secretary of the Army Addressing Common USACE Barriers Affecting Farmington Dam and Four Other Central Valley Water Storage and Flood-Damage Reduction Projects. Manager Hopkins reviewed the staff report and staff provided responses to questions.

Director Atkins inquired how often the coalition committee will meet. Manager Hopkins explained that the intent is for representatives of the eight entities to communicate collectively when meeting with their respective members of Congress or the U.S. Army Corps of Engineers, presenting the coalition's projects and priorities as a unified effort.

A motion was moved and seconded to authorize the General Manager to Sign and Submit the Central Valley Water Storage Coalition letter to the Acting Secretary of the Army, sustainability in the form attached, as presented.

Roll Call:

Ayes: Atkins, Hansen, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Nakaue

E. COMMITTEE REPORTS

1. Special Eastern Water Alliance Committee Meeting, 09/03/26
Directors McGurk, Sanguinetti, Watkins and Manager Hopkins attended the Special Eastern Water Alliance Committee Meeting. Director McGurk reported that the Committee approved the March 6, 2025, meeting minutes, and the 2026 Multi-County Agency Biennial Notice and discussed the implementation of demand management during closed session. Manager Hopkins briefly summarized the discussion held during closed session. The discussion focused on the implementation of demand management programs, including how Groundwater Sustainability Agencies (GSAs) must respond if monitoring wells reach their minimum thresholds. The basin's anticipated overdraft is expected to be addressed by the three agencies comprising the Eastern Water Alliance, with each agency responsible for developing a demand management program based on its respective share of the required groundwater pumping reduction.
2. Special Administration Committee Meeting, 09/04/26
Directors Sanguinetti, Nakaue, Watkins, Manager Hopkins and Assistant Manager Vega attended the Special Administration Committee Meeting. Director Sanguinetti reported the Committee

discussed adopting Policy No. 3020, Workplace Violence Prevention Plan; approving the updated Injury & Illness Prevention Plan; and approving Rule No. 181, Water Allocation, and Policy No. 3900.

3. San Joaquin Farm Bureau Federation Water Committee Meeting, 09/09/26
Water Supply Manager Donis attended the San Joaquin Farm Bureau Federation Water Committee Meeting. Water Supply Manager Donis reported the San Joaquin Farm Bureau Water Committee meeting was relatively light due to the ongoing harvest season and the resulting limited attendance. The Committee received updates on a variety of water-related topics, including current water operations and supplies, groundwater recharge activities, regulatory matters, infrastructure projects, and seasonal conditions. Discussions also included updates on ongoing and upcoming water management efforts and issues affecting agricultural water users throughout the region.

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 09/01/26
Manager Hopkins provided a handout of the Water Supply Report for information only that included storage, release, and production data collected from various sources as of midnight September 14th.
2. Information Items: F-2a
3. Report on General Manager Activities
 - a. Stockton East Water District's Activities Update
Manager Hopkins reported the City of Stockton is currently updating their water supply assessment which they developed a few years ago and that the District has been providing data.

Manager Hopkins reported that District Engineer Evensen and he will be presenting at the Groundwater Resource Association Western Groundwater Conference at the end of this month.

Manager Hopkins provided the Board with the equipment use for the week of September 7th.
4. Stockton East Water District Operations & Water Supply Update
Water Operations Manager Brothers presented the Board with a WTP Update. Water Operations Manager Brothers reported, for the month of August, the WTP collected 97 samples and there were 0 samples that tested positive for Coliform and E.coli. The rain totals for the past 30 days were 0.03 inches and the surface water production for the WTP was 4,844 AF and City of Stockton WTP was 1,331 AF. The groundwater production for Stockton East Water District was 0 AF, California Water Services was 437 AF and City of Stockton was 0.189 AF. Lastly, the TTHM average was 29 ppb and free chlorine average was 1.07 ppm.

Water Supply Manager Donis provided the Board with a Water Supply update. Water Supply Manager Donis reported that New Melones deliveries for 2026 year-to-date total 62,132 AF, with Stockton East Water District deliveries totaling 28,398 AF. New Hogan flood releases total 26,978 AF, and Stockton East Water District deliveries from New Hogan total 68,764 AF, for a combined year-to-date total of 95,742 AF. Water Supply Manager Donis also reported that the 14 groundwater monitoring wells have declined by an average of 17.08 feet.
5. The Gualco Group Monthly Update
Kendra Daijogo with The Gualco Group presented the Board with a monthly update. Ms. Daijogo reported on the U.S. Congress remaining issues fund the federal government for fiscal year 2027, budget, appropriations, deal with the debt ceiling, expiring expenditures

authorizations, social security reform and lame-duck session beginning November 9th. Ms. Daijogo also reported on the State Legislature on the last 31 days state budget and fiscal stability wildfire resilience and insurance, energy affordability and climate policy, AI regulation, affordable housing, a narrow CEQA exemption and wildfire liability reform. Lastly, the ACWA sponsored bills were AB 2180 (Ward) and SB 1153 (Caballero).

G. DIRECTOR REPORTS

1. Eastern San Joaquin Groundwater Authority Board Meeting, 09/09/26
Director Panizza and Manager Hopkins attended the Eastern San Joaquin Groundwater Authority Board Meeting. Director Panizza reported the Board discussed the responsibility of each individual Groundwater Sustainability Agency (GSA) to develop and implement its own approach to demand management, rather than establishing a single, unified program applicable to all GSAs within the district. The Groundwater Authority's role is to respond to questions regarding responses to requests for proposals. The GSA and County also began the process of formalizing and implementing procedures to address domestic well concerns. Director Panizza further reported that the Board discussed a mitigation request related to reimbursement for well replacement.
2. Stockton East Water District – Employee Appreciation Day, 09/09/26
Directors McGurk, Hansen and Atkins attended the Employee Appreciation Day. Director McGurk reported that employees enjoyed the event, which included great food and games. Director Hansen reported that employees were recognized for five, ten, and twenty-five years of service with the District.
3. 59th Annual Stockton Chamber Industrial BBQ, 09/09/26
Directors Atkins, Hansen and Manager Hopkins attended the 59th Annual Stockton Chamber Industrial BBQ. Director Hansen reported the event recognized various businesses in Stockton. Director Atkins reported that it was a great event and noted that several members of the Board of Supervisors, as well as representatives from Congressman Josh Harder's office, were in attendance.

H. COMMUNICATIONS

1. Assembly Bill 1881 (Ramos)
Manager Hopkins provided the Board with a letter of Assembly Bill 1881.

I. AGENDA PLANNING/UPCOMING EVENTS

1. Agricultural Operations Committee Meeting, 10:00 a.m., 09/16/26
2. Municipal Operations Committee Meeting, 12:30 p.m., 09/16/26
3. San Joaquin County Flood Control and Water Conservation District Advisory Water Commission Meeting, 1:00 p.m., 09/16/26
This meeting has been cancelled
4. 2026 AMWA Q3 All Membership Meeting, Noon, 09/17/26

J. REPORT OF THE COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION Potential exposure to litigation – Government Code
Section 54956.9 – one case

President McGurk adjourned the meeting to closed session at 1:28 p.m. The regular meeting reconvened at 1:49 p.m., with no reportable action.

K. ADJOURNMENT

President McGurk adjourned the meeting at 1:50 p.m.

Respectfully submitted,

Justin M. Hopkins
General Manager

br

DRAFT

THIS PAGE
INTENTIONALLY
LEFT BLANK

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
1 Oakdale Irrigation District	10-5211-0	2026 Transfer of Water Agreement August 2026 (140 a/f)	30,597.00	3303
		AGRICULTURAL FUND 67 TOTAL	\$30,597.00	

PR.

THIS PAGE
INTENTIONALLY
LEFT BLANK

STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026

Vendor name	Account #	Description	Amount	Invoice No.
		GROUNDWATER PROD. FUND 68		
2 PG&E 1289619691-7	10-5302-0	Electricity 08/07/26-09/07/26 E Main-Extraction Well South	95.10	12896196917-09/14/26
3 PG&E 1949656419-6	10-5302-0	Gas & Electr 08/13/26-09/11/26 Extraction Well #1	421.99	19496564196-09/17/26
4 PG&E 4758034525-5	10-5302-0	Electricity 08/07/26-09/07/26 6767 E Main-Extract Well North	120.31	47580345255-09/15/26
		GROUNDWATER PROD. FUND 68 TOTAL	\$637.40	

PR

THIS PAGE
INTENTIONALLY
LEFT BLANK

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
5 Adventist Health Lodi Memorial	10-5102-0	Employee evaluations (6)	1,518.00	66979
6 Amazon Capital Services, Inc.	10-5125-0	Office supplies ordered on 08/26/26, 09/02/26 & 09/09/26	315.24	K4XD/FMGD/QJMD/Q47Y
7 American West Communications, L.P.	10-5141-0	Monthly Gopher Ridge tower rental for the WS maintenance October 2026	671.93	Oct-26
8 Ana L Herrera	10-5044-0	Temporary Labor Sep 2026	436.48	46281
9 Aquatic Dreams Inc.	10-5101-0	Dive suit repair	121.95	175535
10 AT&T Messaging	10-5141-0	September 2026 Ag call-in voicemail services	14.84	9242599110
11 Availability Professional Staffing	10-5044-0	Temporary Labor- Admin Weeks Ending 08/23/26-09/06/26 R. Saaga	5,203.00	12348/12368/12384
12 B&H Foto & Electronics Corp	10-5142-0	8TB T-Create EXPERT P32 Desk USB 3.2 Gen 2x2 External SSD	1,344.07	248020131
13 Calidad Services, Inc.	10-5143-0	Monitoring for September 2026	1,282.40	5376
14 Cerida Investment Corp.	10-5141-0	Answering service from 09/22/26-10/19/26	156.00	112-97541
15 Employee Relations Network	10-5154-0	New employee background check	193.66	101754
16 Frontier Communications	10-5141-0	Linden Tel Directory listing for 09/07/26-10/06/26	24.11	5301961403-09/07/26
17 Hazen and Sawyer	10-5116-0	Water Sanitary Survey- Stanislaus & Calaveras Rivers for Aug 2026.RBM 05/22/26	5,195.00	2
18 Herum, Crabtree, Suntag	10-5150-0	August 2026 General Matters & Mokelumne River Forum	6,069.00	118604/118608
19 Herum, Crabtree, Suntag	10-5162-0	August 2026 Treatment Plant Legal Work	196.35	118607
20 Herum, Crabtree, Suntag	10-5165-0	August 2026 Stanislaus River Matters	285.60	118603
21 Herum, Crabtree, Suntag	10-5171-0	August 2026 Calaveras River Fish Flows	157.08	118605
22 Herum, Crabtree, Suntag	10-5176-0	August 2026 Water Right Applications (Master File)	903.21	118609
23 Herum, Crabtree, Suntag	10-5190-0	August 2026 GSA	1,217.37	118611
24 Herum, Crabtree, Suntag	10-5177-0	August 2026 GSA-CALSPA v.	2,042.04	118612

Agenda Item: C-2c
Date: 10/06/26

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
25 Herum, Crabtree, Suttgart	10-5150-0	August 2026 Solar Projects & McGurk Greeting Condemnation	746.13	118613/118614
26 Jan-Pro of the Greater Bay Area	10-5154-0	October 2026 monthly janitorial services-Admin	670.00	36589-Admin
27 Justin Hopkins	10-5104-0	Reimbursement AMWA Conference- Travel expense	372.19	Reimb. AMWA flight
28 Justin's Scuba Time Inc.	10-5101-0	Tank inspection for Work Order# 688 & tank air fills (6)	110.00	30643/30657/30642
29 Liebert Cassidy Whitmore	10-5150-0	Professional services through 08/31/26	1,470.50	332551
30 MSC Industrial Supply	10-5101-0	AED pads	95.20	76356381
31 Parks Printing, LLC	10-5125-0	#9 Regular Envelopes (4000) & #10 special window envelopes (2500)	1,200.19	85886/85959
32 Parks Printing, LLC	10-5133-0	2026 Fall/Winter Newsletter (3000)	847.42	86019
33 Quill Corporation	10-5125-0	Office supplies ordered on 08/26/26, 09/02/26, 09/09/26 & 09/16/26	903.74	7248/8482/6984/4937/757
34 Raffetis Financial Consultants Inc	10-5154-0	Professional water rate study services August 2026	2,410.00	48383
35 Red Wing Shoe Store	10-5101-0	2026 Safety Shoe Allowance- A. Imbrunetti	231.35	20260903014569
36 SEWD Vehicle Fund	10-5181-0	July 2026-Vehicle Mileage Reimbursement-Admin	4,039.36	July 2026- Admin
37 Shred City LLC	10-5125-0	Document destruction service - September 2026	120.00	27182092926
38 Smart & Final	10-5127-0	Board Room/Break Room Supplies - Smart & Final 09/10/26	542.85	491311
39 Standard Insurance	10-5047-0	October 2026 long term insurance-Admin	408.19	46296
40 Tyler Technologies, Inc.	10-5145-0	Implementation of Financial software 07/10/26 - RBM 09/24/24	1,200.00	045-577388
41 Tyler Technologies, Inc.	10-5145-0	Implementation of asset maintenance 08/17/26. RBM 12/17/24	620.00	045-577142
42 US Bank Corporate Payment System	10-5104-0	2026 CSDA Annual conference- Meal expense	221.98	Brothers8021-092226abcd
43 US Bank Corporate Payment System	10-5104-0	2026 CSDA Annual conference- Parking expense	84.00	Brothers8021-092226e
44 US Bank Corporate Payment System	10-5104-0	2026 CSDA Annual conference- Lodging expense	433.22	Brothers8021-092226f
45 US Bank Corporate Payment System	10-5104-0	Meeting expense on 06/26/26- Vistage meeting - FasTrak	8.50	Cahoon8501-092226c
46 US Bank Corporate Payment System	10-5127-0	Meeting expense on 07/16/26- DC trip- FasTrak	17.00	Cahoon8501-092226c
47 US Bank Corporate Payment System	10-5141-0	Monthly service 09/08/26-10/08/26- StarLink	55.00	Cahoon8501-092226e
48 US Bank Corporate Payment System	10-5103-0	2026 ACWA Fall conference registration- J. Hopkins & D. Evensen	1,998.00	Evensen3257-092226a
49 US Bank Corporate Payment System	10-5104-0	DWR Advisory Committee meeting- Meal expense	145.26	Hopkins1198-092226abcdi
50 US Bank Corporate Payment System	10-5104-0	McClintock Roundtable meeting- Meal & travel expenses	145.63	Hopkins1198-092226efj
51 US Bank Corporate Payment System	10-5133-0	Parking expense- Stockton Ports game 07/17/26- J. Hopkins	10.00	Hopkins1198-092226g
52 US Bank Corporate Payment System	10-5104-0	DWR Advisory Committee meeting- Lodging expense	393.46	Hopkins1198-092226h
53 US Bank Corporate Payment System	10-5127-0	Meeting expense on 09/01/26	140.71	Hopkins1198-092226k

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
54 US Bank Corporate Payment System	10-5127-0	Meeting expense- Employee Appreciation Day supplies & awards	861.30	Ram7551-092226abdegjklh
55 US Bank Corporate Payment System	10-5125-0	Office supplies ordered on 08/25/26 & 09/16/26	119.52	Ram7551-092226cfr
56 US Bank Corporate Payment System	10-5127-0	Meeting expense on 09/09/26	174.13	Ram7551-092226hi
57 US Bank Corporate Payment System	10-5103-0	2026 Annual Industrial BBQ admission ticket- R. Atkins	85.00	Ram7551-092226m
58 US Bank Corporate Payment System	10-5127-0	Invoice data merge for 2026 Progress Billing	350.00	Ram7551-092226q
59 US Bank Corporate Payment System	10-5127-0	Office supplies purchased on 08/27/26	10.00	Rangel5834-092226a
60 US Bank Corporate Payment System	10-5127-0	Board meeting supplies/meal expense on 09/01/26 & 09/15/26	1,017.13	Rangel5834-092226bcjk
61 US Bank Corporate Payment System	10-5127-0	Meeting expense on 09/02/26, 09/03/26 & 09/17/26	209.55	Rangel5834-092226defm
62 US Bank Corporate Payment System	10-5127-0	Board Room/Break Room Supplies - Costco 09/10/26	62.36	Rangel5834-092226i
63 US Bank Corporate Payment System	10-5104-0	2026 ACWA Spring conference- Parking expense	89.13	Vega2302-052226gijk
64 US Bank Corporate Payment System	10-5104-0	2026 ACWA Spring conference- Meal expense	6.45	Vega2302-052226l
65 US Bank Corporate Payment System	10-5104-0	2026 SWAN conference- Travel expense	243.87	Vega2302-062226abcefggh
66 US Bank Corporate Payment System	10-5104-0	2026 SWAN conference- Lodging expense	153.65	Vega2302-062226di
67 US Bank Corporate Payment System	10-5143-0	Acrobat Pro subscription 09/02/26-10/01/26 (3 licenses)	71.97	Vega2302-092226b
68 US Bank Corporate Payment System	10-5104-0	2026 CSDA Annual conference- Meal expense	20.48	Watkins0203-092226a
69 US Bank Corporate Payment System	10-5104-0	2026 CSDA Annual conference- Lodging expense	433.22	Watkins0203-092226b
70 Verve Networks	10-5140-0	Managed IT service monthly billing for October 2026	9,113.60	36860
71 Verve Networks	10-5145-0	SharePoint/OneDrive Migration August 2026	370.00	37003
72 Verve Networks	10-5143-0	Microsoft 365 Monthly Billing September 2026	1,296.60	36921
73 Verve Networks	10-5142-0	Wireless network upgrade	18,704.23	36947/36949
74 Wagner & Bonsignore CCE	10-5175-0	August 2026 Prof. services New Hogan Water Right	1,100.00	09-26-522
75 Xerox Financial Services LLC	10-5124-0	Monthly lease for Plotter Printer- 09/18/26-10/17/26	747.85	42750903
76 XRoad Networks, Inc	10-5141-0	Internet (Starlink) charges September 2026	345.00	Z039915
		ADMIN FUND 70 TOTAL	\$82,572.25	

JK

THIS PAGE
INTENTIONALLY
LEFT BLANK

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
77 ACE Amature & Motor Company	10-5202-0	Motor repair for 4,000 Pump	4,111.80	RI6730
78 AvidWater, LLC	10-5205-0	G. Watkins Low Water Crossing prj- Pipe Fittings	7,822.65	346286F-IN
79 Badger Meter, Inc.	10-5202-0	Cellular service for Orion End Points for August 2026	165.33	80248844
80 Calidad Services, Inc.	10-5205-0	G. Watkins Low Water Crossing prj- Rental & installation of mobile cameras (4)	2,985.00	5372
81 Calidad Services, Inc.	10-5205-0	G. Watkins Low Water Crossing prj- Camera monitoring for Aug-Sept 2026 (4)	10,331.73	5373/5374/5371/5375
82 Capital Rubber Co., Ltd.	10-5205-0	G. Watkins Low Water Crossing prj- Suction hoses (2) with cam fittings	1,298.70	30064080
83 Cintas Corporation	10-5213-0	Weekly uniform and laundry service week of 08/27/26-09/17/26	442.41	4280484827/127/712/749
84 Cole Land Surveyors	10-5205-0	G. Watkins Low Water Crossing prj- Construction staking & surveying August 2026	2,250.00	170
85 Dokken Engineering	10-5203-0	Clements Pipeline prj- Environmental Services 08/01/26-08/31/26	9,285.00	53462
86 Dokken Engineering	10-5203-0	Potter Creek Pump Station Upgrade prj- Prof. services 08/04/26-08/31/26	1,700.00	53452
87 Ecco Equipment Corp.	10-5217-0	HWY 4 Traveling Trash Racks prj- Rental of excavator 15 Ton 08/17/26-09/01/26	3,335.00	313652-0002
88 Ecco Equipment Corp.	10-5217-0	HWY 4 Traveling Trash Racks prj- Rental of bucket & excavator 08/11/26-08/25/26	4,872.44	313914-0001/314021-0001
89 Ecco Equipment Corp.	10-5205-0	G. Watkins Low Water Crossing prj- Rental of water truck 08/28/26-09/25/26	4,139.88	313764-0002
90 Ecco Equipment Corp.	10-5205-0	G. Watkins Low Water Crossing prj- Rental of hammer 09/02/26-09/30/26	7,866.00	313828-0002
91 Ecco Equipment Corp.	10-5205-0	G. Watkins Low Water Crossing prj- Rental of wheel loader 09/02/26-09/30/26	6,008.75	313829-0002
92 Ecco Equipment Corp.	10-5205-0	G. Watkins Low Water Crossing prj- Rental of excavator 09/02/26-09/30/26	16,824.50	313827-0002
93 F.T.G. Construction Materials Inc.	10-5217-0	HWY 4 Traveling Trash Racks prj- PG&E Sand (5 Loads)	3,374.98	1042287
94 F.T.G. Construction Materials Inc.	10-5205-0	G. Watkins Low Water Crossing prj- PG&E sand (6 Loads)	4,408.54	1043249
95 FedEx	10-5202-0	Shipping for warranty repair Cellular Endpoints	14.17	9-440-70174/9-459-46512
96 GEI Consultants, Inc.	10-5203-0	Clements Pipeline prj- Geologic Cross-Section Development 08/01/26-08/28/26	10,849.00	3209630
97 HDR Engineering, Inc.	10-5205-0	Mormon Slough Bridge prj- Prof Serv. 07/26/26-08/22/26 RBM 03/03/26	38,492.60	1200864981
98 HDS White Cap Construction Supply	10-5205-0	G. Watkins Low Water Crossing prj- Rope & visqueen (8 rolls)	1,691.91	50039136998/1002466882
99 Holt of CA	10-5205-0	G. Watkins Low Water Crossing prj- Rental of D6XE Dozer 08/12/26-09/09/26	25,383.22	ER7217382010
100 Holt of CA	10-5217-0	HWY 4 Traveling Trash Racks prj- Rental of Roller 80-84" 25K- 08/25/26-09/03/26	4,889.05	ER7217510010
101 Jesse The Tree Guy, Inc	10-5202-0	Tree maintenance- cut back limbs over 8 Mile Rd. Easement	3,000.00	INV0915
102 Justin's Scuba Time Inc.	10-5205-0	G. Watkins Low Water Crossing prj- Rental of tanks (4) 09/02/26-09/03/26	60.00	30644
103 Kludt & Sons, Inc.	10-5205-0	G. Watkins Low Water Crossing prj- Red dyed diesel (1,157 gallons)	7,985.41	345566/346575/346101
104 Knight's Site Services, Inc.	10-5205-0	G. Watkins Low Water Crossing prj- Rental of water tanks 09/10/26-10/07/26	1,107.36	284535
105 Mobile Modular Portable Storage	10-5205-0	G. Watkins Low Water Crossing prj- Rental of office 09/05/26-10/04/26	650.71	302425857

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
106 Mobile Modular Portable Storage	10-5205-0	G. Watkins Low Water Crossing prj- Rental of storage 8x20 09/05/26-10/04/26	150.42	302426058
107 Motive Energy, LLC/ Battery Bill, Inc.	10-5205-0	G. Watkins Low Water Crossing prj- Battery to run pumps on DEF & fuel pod	114.48	STK66783
108 Pace Supply Corp.	10-5205-0	G. Watkins Low Water Crossing prj- Split couplings (6)	2,695.91	511714786
109 PG&E 1949656419-6	10-5213-0	Gas & Electr 08/13/26-09/11/26 Bellota Block House -NM	2,976.98	19496564196-09/17/26
110 PG&E 1949656419-6	10-5202-0	Gas & Electr 08/13/26-09/11/26 Bellota Block House-NH	331.48	19496564196-09/17/26
111 PG&E 2333223109-3	10-5213-0	Electricity 08/11/26-09/09/26 Sonora Rd-NMCF	357.48	23332231093-09/16/26
112 PG&E 3117175782-1	10-5213-0	Electricity 08/17/26-09/15/26 Escalon Bellota trash rack	1,233.08	31171757821-09/22/26
113 PG&E 5598232323-4	10-5213-0	Electricity 08/07/26-09/07/26 E Funck Rd Gates	1,105.12	55982323234-09/15/26
114 PG&E 6377610771-4	10-5213-0	Electricity 08/07/26-09/07/26 Copperopolis Rd trash rack	760.19	63776107714-09/14/26
115 PG&E 8683314685-4	10-5213-0	Calaveras Pipeline - Clements Pipeline & Reservoir prj-Prof. Serv August 2026	1,050.56	86833146854-09/14/26
116 Provost & Pritchard Engineering Group, Inc	10-5205-0	G. Watkins Low Water Crossing prj- Rental of hoses & adapters 08/26/26-09/22/26	14,402.70	134564
117 Rain For Rent, Inc.	10-5205-0	G. Watkins Low Water Crossing prj- Rental of port. restroom 09/01/26-09/28/26	8,907.71	2319324
118 RAT Inc.	10-5202-0	Modern for radio at Cotta-Ferreria Dam	210.00	INV/2026/8871
119 Rubicon Systems America Inc.	10-5213-0	August 2026 Temp workers-Weed abatement- NM	724.86	106043
120 San Joaquin County Sheriff Dept.	10-5205-0	G. Watkins Low Water Crossing prj- Temp workers on 08/05/26 & 08/10/26	724.00	44096
121 San Joaquin County Sheriff Dept.	10-5202-0	Haul Unit 52 from Cox Rd. to TP- maintenance along New Hogan system	1,410.00	44090/44091
122 Salazar Transportation Inc	10-5218-0	July 2026- Vehicle Mileage Reimbursement-NM	516.25	59772
123 SEWD Vehicle Fund	10-5207-0	July 2026- Vehicle Mileage Reimbursement-NH	16,460.92	July 2026-NM
124 SEWD Vehicle Fund	10-5056-0	October 2026 long term insurance-NH	16,618.60	July 2026-NH
125 Standard Insurance	10-5047-0	October 2026 long term insurance-NM	119.95	46296
126 Standard Insurance	10-5205-0	G. Watkins Low Water Crossing prj- Pipe (40 feet) & pipe fittings (4)	256.15	46296
127 Stockton Windustrial Co.	10-5203-0	Meter Replacements prj- Sealant for installation	253.03	408233 01
128 The Home Depot	10-5205-0	G. Watkins Low Water Crossing prj- 100 ton hydraulic crane to set super sacks	15.76	8024664
129 Titan Crane & Rigging, Inc.	10-5205-0	G. Watkins Low Water Crossing prj- Signs "Visitor Register" & "PPE Required"	12,880.00	10845
130 Uline Inc	10-5205-0	G. Watkins Low Water Crossing prj- Rental of reach forklift 08/14/26-09/11/26	222.96	211869173
131 United Rentals	10-5205-0	G. Watkins Low Water Crossing prj- Rental of cleaning plates 08/10/26-09/07/26	5,275.44	264898111-002
132 United Rentals	10-5205-0	G. Watkins Low Water Crossing prj- Rental of shoring equip. 08/11/26-09/08/26	1,048.41	265911850-002
133 United Rentals	10-5205-0	G. Watkins Low Water Crossing prj- Rental of suction hoses with fittings 09/02/26	4,025.12	265987869-002
134 United Rentals	10-5205-0	G. Watkins Low Water Crossing prj- Rental of suction hoses with fittings 09/02/26	219.81	266881675-001
		WATER SUPPLY FUND 71 TOTAL	\$280,413.51	

AK

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		FISH SCREEN IMPROVEMENT FUND 89		
135 Fishbio	10-5180-0	Bellota Weir Modifications prj-Professional Services for August 2026	6,839.31	5487
136 HDR Engineering, Inc.	10-5180-0	Prof & technical support for DWSRF & WIFIA 07/30/26-08/22/26. RBM 10/31/23	4,609.25	1200863589
137 HDR Engineering, Inc.	10-5180-0	Bellota Weir Mod prj -Prof Services 06/28/26-08/22/26 RBM 02/25/25	245,053.53	1200856375/1200864281
138 HDR Engineering, Inc.	10-5180-0	Bellota Weir Mod prj- Construction 07/26/26-08/22/26. RBM 05/06/25	149,098.96	1200864319
139 North Valley Labor Compliance Services	10-5180-0	Bellota Weir Mod prj-Prof. services Labor compliance August 2026	1,725.00	5950
140 Shimmick Construction Company Inc	10-5180-0	Bellota Weir Modifications prj- Construction of Bellota Weir. RBM 07/08/25	4,750,794.64	Application 14
141 TNT Industrial Contractors Inc.	10-5180-0	Bellota Weir Modifications prj- Bellota Pipeline- Fine Rd Valve Excavation	32,450.00	809
		FISH SCREEN IMPROVEMENT FUND 89 TOTAL	\$5,190,570.69	

RL

THIS PAGE
INTENTIONALLY
LEFT BLANK

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

	Vendor name	Account #	Description	Amount	Invoice No.
			VEHICLE FUND 91		
142	Amazon Capital Services, Inc.	10-5182-0	First Aid Kit stickers (4 pack) for district vehicles	7.15	1XL-3GRL-ND39
143	AutoZone Stores Inc.	10-5182-0	Brake pad for Unit 70 & starter for Unit 74	242.24	4036194000/4036192070
144	C&R Royal SVC Inc. - DBA Stockton Auto & Truck Parts	10-5182-0	Filters to service Units 69, 80, 83 & 87. Oil to service district vehicles	79.94	33077
145	C&R Royal SVC Inc. - DBA Stockton Auto & Truck Parts	10-5182-0	Switches (3) for maint. on Unit 38. Filters (7) to service Units 57, 69, 83 & 87	138.53	33534/33813
146	Dentoni's Welding Works, Inc.	10-5182-0	Spring repair on rear of Unit 56	4,385.58	01W12131
147	Kludt & Sons, Inc.	10-5182-0	Unleaded gasoline (1095 gallons) & red dyed diesel (2400 gallons)	21,813.45	345853/345880
148	Kludt & Sons, Inc.	10-5182-0	Clear diesel (280 gallons) & propane for Unit 70	2,236.75	345854/552467
149	Motive Energy, LLC/ Battery Bill, Inc.	10-5182-0	Battery for Unit 51	114.48	STK66673
150	US Bank Corporate Payment System	10-5182-0	Fuel & car wash for Unit 92	171.43	Hopkins1198-092226lm
151	US Bank Corporate Payment System	10-5182-0	Car wash for Unit 93	16.00	Vega2302-092226c
			VEHICLE FUND 91 TOTAL	\$29,205.55	

PR

THIS PAGE
INTENTIONALLY
LEFT BLANK

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Agenda Item: C-2g
Date: 10/06/26

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
152 ACE Amature & Motor Company	10-5343-0	Ultrasonic Imager for leak detection	2,799.21	SI7299
153 Alumichem USA Inc.	10-5301-0	ACH delivered on 08/21/26	30,647.07	INV27915
154 Amazon Capital Services, Inc.	10-5341-0	N95 masks (8 boxes) & chest waders	235.10	1L9W-V6YH-NMY6/1T9N
155 Amazon Capital Services, Inc.	10-5326-0	Wall clock for Board Room & air purifying charcoal (4) for Admin. building	80.51	1P7J-J74F-K69G/T3FN
156 Amazon Capital Services, Inc.	10-5343-0	Ice Chests (2)	150.80	14DD-73L3-TT31
157 American Chiller Service, Inc	10-5326-0	Trouble shoot mini split AC unit in Ops Building (Engineering office)	1,295.00	80294
158 AutoZone Stores Inc.	10-5321-0	Headlight Restoration Kit for fuel pump window cleanup on 10K red diesel tank	31.34	4036192445
159 Availability Professional Staffing	10-5044-0	Temporary Labor- Admin Weeks Ending - 08/23/26-09/06/26 A. Cortez	3,784.00	12348/12368/12384
160 B&B High Voltage LLC	10-5321-0	Repair re-closer for HSPS- Power Surge Damage Change Order 4/29/26	46,275.60	6221
161 C & R Fence Contractors, Inc.	10-5321-0	Fence repair due to tree damage	1,225.00	40396
162 CA Public Employees Retirement System (CalPERS)	10-5049-0	GASB 68 reporting services fee	350.00	100000018423236
163 Calidad Services, Inc.	10-5321-0	Fiber Optic Interconnection for Tank Farm Gate	19,440.08	5383/5385
164 Calidad Services, Inc.	10-5325-0	Remote guarding for September 2026	1,500.00	5376
165 Central Valley Rentals/Bobcat Central Inc/Big Valley Rentals	10-5323-0	Utility Water Pump Station pri- Concrete & rental of mixer 09/17/26	235.64	R50411

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

	Vendor name	Account #	Description	Amount	Invoice No.
			MUNICIPAL & INDUSTRIAL FUND 94		
166	Charlie's Day & Nite, Inc.	10-5326-0	Repurpose Chlorine Room pri- Door lock	27.25	585604
167	Chemtrade Chemicals	10-5301-0	Acidified Alum delivered on 08/26/26 & 09/02/26	35,486.18	4226/4227/7356/7357/7358
168	Cintas Corporation	10-5342-0	Weekly uniform and laundry service week of 08/27/26-09/17/26	1,259.33	4827/8127/3712/2749
169	Consolidated Elect Dist., Inc.	10-5321-0	Contactors for P-23 in High Service Pump Station	3,825.90	8299-1055344
170	Edges Electric Group	10-5321-0	Heat shrink tubes (4) for P-26	138.17	56772585.001
171	Fastenal	10-5344-0	Paper towels (2) & toilet paper (2)	537.90	CAST2114366
172	FGL Environmental	10-5308-0	Subcontracted analysis on 08/03/26, 08/04/26, 08/10/26 & 08/17/26	16,765.00	651405A-651505A
173	FGL Environmental	10-5308-0	Inorganic Analysis-Wet Chemistry-Alk. (CaCO3)/Organic analysis-TOC	147.00	651917A
174	FGL Environmental	10-5308-0	Coliform bacti monitoring sampled on 08/17/26-08/29/26	1,387.00	652357A-652967A
175	Fluid Components International LLC - DBA Ponton Industries	10-5321-0	Flow switch (2) for Chemical Feed Pumps & P-26	4,565.75	1173377/1174145
176	GEL Consultants, Inc.	10-5323-0	Prof services for Aquifer Storage/Recovery Study 08/01/26-08/28/26	2,846.00	3210443
177	Grainger, Inc.	10-5341-0	Safety glasses (12), electric glove dust (2) & ARC flash clothing bag	648.47	9060137792/5270/5262
178	Grainger, Inc.	10-5307-0	Wash bottles (4), buffer solution pH 4.00 & pH 7 for Lab	151.88	9069014695/9072381149
179	Grainger, Inc.	10-5321-0	Hour meters (2) for pumps in High Service Pump Station	193.37	9065397979
180	Grainger, Inc.	10-5344-0	Trash bags & dust mop handle	89.78	9073971278
181	Grainger, Inc.	10-5326-0	Exhaust fans (2) for restroom in Maintenance Shop	519.01	9080635254
182	Holt of CA	10-5327-0	Warranty for XQ125 generator	2,914.50	SW030144909
183	Holt of CA	10-5321-0	Rental of MHX307 excavator for flow meter on ASR Well-7401 08/25/26-09/03/26	4,587.52	ER7217507010
184	Iconix Waterworks/Corix Water Products US Inc	10-5323-0	Utility Water Pump Station pri- Gaskets (2), fittings (7) & fasteners (3)	5,015.88	U2616033524
185	Iconix Waterworks/Corix Water Products US Inc	10-5323-0	Utility Water Pump Station pri- Pipe cap, fastener & pipe flanges (2)	759.69	U2616033812/3686
186	J. Milano Company, Inc.	10-5343-0	Torque wrench & impact adapter	236.37	184334
187	Jan-Pro of the Greater Bay Area	10-5326-0	October 2026 monthly janitorial services- Maintenance & Ops	533.00	36589-Maint/Ops
188	JCI Jones Chemicals, Inc.	10-5301-0	12.5% Sodium Hypochlorite delivered 08/31/26 & 09/03/26	16,990.08	1005948/1006329
189	Jesse The Tree Guy, Inc	10-5324-0	Remove tree by Low Lift Pump Station	3,000.00	INV0918
190	Lagorio Brothers, Inc	10-5321-0	Pump Repairs for irrigation pump on North Reservoir	454.27	6547
191	Mallory Safety and Supply LLC	10-5341-0	Arc Flash PPE- hoods (3), pants (3) & jackets (3)	5,905.13	6499959
192	McMaster-Carr Supply Co	10-5321-0	Maintenance on contactors for P-23 in High Service Pump Station	96.37	71136942
193	Mettler Toledo, Inc.	10-5307-0	Service & maintenance agreement for scales in Lab	714.48	655546181
194	MSC Industrial Supply	10-5344-0	Cob web dusters (2)	27.90	73615991
195	MSC Industrial Supply	10-5341-0	Safety glasses (12), wipes (4) & eyewash solution (2)	258.77	74242971

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
196 Oakdale Irrigation District	10-5211-0	2026 Transfer of Water Agreement August 2026 (692.5a(f))	207,750.00	3303
197 Parkson Corporation DBA Meurer Research	10-5323-0	Sedimentation Basin Design prj- Design of the MRI Plate Settlers	14,464.27	ARI151002620/00621
198 PG&E 0908023195-5	10-5302-0	Electricity 08/19/26-09/17/26 WTP East Side Feeder	46,110.47	09080231955-09/18/26
199 PG&E 1949656419-6	10-5302-0	Gas & Electr 08/13/26-09/11/26 TP-Electricity	25.70	19496564196-09/17/26
200 PG&E 1949656419-6	10-5303-0	Gas & Electr 08/13/26-09/11/26 TP-Natural Gas	300.75	19496564196-09/17/26
201 PG&E 2544904013-5	10-5302-0	Electricity 08/19/26-09/17/26 TP HS @6749 E Main	203,547.93	25449040135-09/18/26
202 PG&E 3795916542-6	10-5302-0	Electricity 08/07/26-09/07/26 6767 E Main-North Raw Water	316.33	37959165426-09/15/26
203 PG&E 7493068226-0	10-5302-0	Electricity 08/14/26-09/14/26 Outdoor Light-TP	13.44	74930682260-09/21/26
204 Platt Electric Supply Inc.	10-5321-0	Conduit (300) & fittings (11) for ASR Well-74-01	568.39	7003789/7Q98466
205 Platt Electric Supply Inc.	10-5321-0	Receptacle, cover & fiber patch cable for Front Gate	12.46	7R23949
206 Platt Electric Supply Inc.	10-5326-0	Repurpose Chlorine Room prj- Outlet box, cover & conduit connector	12.02	7Q99004
207 Platt Electric Supply Inc.	10-5323-0	Utility Water Pump Station prj- Conduit fittings	8.03	7N39997
208 R & S Erection Tri County Inc. Stockton Division	10-5326-0	Maintenance on roll-up door in Shop 2 Bay 1	970.80	150762
209 RAT Inc.	10-5324-0	Rental of portable restroom for Maintenance Yard - 09/04/26-10/01/26	180.00	INV/2026/9007
210 RAT Inc.	10-5324-0	Rental of sink for maintenance yard 08/27/26-09/23/26	80.00	INV/2026/8753
211 San Joaquin County Sheriff Dept.	10-5324-0	August 2026 Temp workers-Weed abatement- TP	3,620.00	44089-44095
212 SEWD Vehicle Fund	10-5181-0	July 2026-Vehicle Mileage Reimbursement-M&I	7,624.58	July 2026-M&I
213 Standard Insurance	10-5047-0	October 2026 long term insurance-M&I	1,250.86	46296
214 Stantec Consulting Services Inc.	10-5323-0	WTP Lightning & Surge Protection Improv. prj- Prof Serv. for 08/08/26-09/04/26	1,344.00	2615248
215 Stantec Consulting Services Inc.	10-5323-0	LLPS Electrical Design prj- Prof Serv for 30% of Design 08/08/26-09/04/26	5,382.50	2615249
216 Stantec Consulting Services Inc.	10-5323-0	Sedimentation Basin Design prj- Prof serv. 08/08/26-09/04/26	44,051.27	2615738
217 Stockton Scavengers/Waste Management Corp Services Inc	10-5304-0	Final 2026 garbage service @6767 East Main St	282.79	0118139-0051-8
218 Stockton Windustrial Co.	10-5321-0	Pipe (2), clamps, valves & fasteners for servicing HSPS emergency generators	927.05	408236 01/408246 01
219 Stockton Windustrial Co.	10-5321-0	Cutter & pipe fitting for Extraction Well 74-01	91.04	408300 01
220 Stockton Windustrial Co.	10-5321-0	Pipe fitting for installation of flow meter in Low Lift Pump Station	10.15	408650 01
221 SunESolar Mission III LLC	10-5302-0	Energy produced on low & high side solar panels August 2026	10,646.45	90005835
222 The Home Depot	10-5321-0	Compression fittings (3) for Extraction Well 74-01	25.09	1010414
223 The Home Depot	10-5326-0	Hose (2), connectors, misting sprayers (2) & pad for Admin Patio	189.42	5020772
224 Univar USA Inc.	10-5301-0	Caustic Soda delivered 08/25/26 & 09/04/26	19,839.87	4205/4204/7332/0450

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
OCTOBER 06, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
225 US Bank Corporate Payment System	10-5321-0	Security supplies	137.75	Brothers8021-092226g
226 US Bank Corporate Payment System	10-5341-0	SEWD hard hat decals (25)	82.43	Cahoon8501-072226e
227 US Bank Corporate Payment System	10-5343-0	Air filters (4) to service Honda trash pumps	60.88	Cahoon8501-092226b
228 US Bank Corporate Payment System	10-5307-0	Pipets (1 case) for Lab	173.09	Cahoon8501-092226d
229 US Bank Corporate Payment System	10-5326-0	Air purifying charcoal for Admin. building	23.93	Rangel5834-092226h
230 US Bank Corporate Payment System	10-5321-0	Radio antenna bulkhead mounts (2) for Low Lift & Ops basement	267.25	Teixeira2598-092226a
231 US Bank Corporate Payment System	10-5326-0	Repurpose Chlorine Room prj- Furniture	243.50	Vega2302-052226o
232 USALCO	10-5306-0	Filter Media (10 Bags)	2316.6	910246143
233 Wille Electric Supply Co, Inc.	10-5321-0	Fasteners (8) for installation of flow meter for Low Lift Pump Station	13.09	S2313422.001
234 Wille Electric Supply Co, Inc.	10-5343-0	Wire to repair Table Saw	19.27	S2314528.001
235 Wille Electric Supply Co, Inc.	10-5321-0	Wire, conduit, fittings, fasteners & cable ties for radio installation on LLPS	599.65	S2314965.001
236 Wille Electric Supply Co, Inc.	10-5321-0	Conduit fittings for installation of radio in Ops Basement	14.39	S2315415.001
		MUNICIPAL & INDUSTRIAL FUND 94 TOTAL	\$791,728.79	

PR

STOCKTON EAST WATER DISTRICT
PAYROLL EXPENSES OCTOBER 06, 2026

Vendor name	Description	Amount
	ADMIN FUND 70	
1 SEWD Fund 01-General Fund	Payroll Date - 09/11/2026	52,729.00
	Payroll Date - 09/25/2026	51,302.64
	ADMIN FUND 70 PAYROLL TOTAL	\$ 104,031.64
	WATER SUPPLY FUND 71	
2 SEWD Fund 01-General Fund	Payroll Date - 09/11/2026	48,545.60
	Payroll Date - 09/25/2026	49,054.22
	WATER SUPPLY FUND 71 PAYROLL TOTAL	\$ 97,599.82
	MUNICIPAL & INDUSTRIAL FUND 94	
3 SEWD Fund 01-General Fund	Payroll Date - 09/11/2026	163,291.73
	Payroll Date - 09/25/2026	164,743.86
	MUNICIPAL & INDUSTRIAL FUND 94 PAYROLL TOTAL	\$ 328,035.59
	TOTAL FOR RBM 10/06/26	\$ 529,667.05

PK.

THIS PAGE
INTENTIONALLY
LEFT BLANK

**STOCKTON EAST WATER DISTRICT
INVOICES AND PAYROLL FOR BOARD PACKAGE
OCTOBER 06, 2026**

Fund Number	Fund Summary	AP Amount	Payroll Amount
Fund 67	Agricultural Fund	30,597.00	
Fund 68	Groundwater Prod. Fund	637.40	
Fund 70	Administration Fund	82,572.25	104,031.64
Fund 71	Water Supply Fund	280,413.51	97,599.82
Fund 89	Fish Screen Improvement Fund	5,190,570.69	
Fund 91	Vehicle Fund	29,205.55	
Fund 94	Municipal & Industrial Fund	791,728.79	328,035.59
	TOTAL FUND SUMMARY	\$6,405,725.19	\$529,667.05

PR.

THIS PAGE
INTENTIONALLY
LEFT BLANK

Short Names/Acronym List

ACH	Aluminum Chlorohydrate
ACWA	Association of California Water Agencies
Admin	Administration
Ads	Advertisement
AF	Acre Feet
AG	Agriculture
AR	Accounts Receivable
AWP	Alternative Work Program
CEQA	California Environmental Quality Act
Chgs	Charges
CM	Construction Management
COP	Certificate of Participation
CSDA	California Special District Authority
CSJWCD	Central San Joaquin Water Conservation District
CVPWA	Central Valley Project Water Association
CWS	California Water Services Company
DB	Distribution Box
DBCP	Dibromochloropropane
DDTS	Direct Distance Telephone Service
DL	Direct Line
Educ	Education
FCC	Federal Communications Commission
FOIA	Freedom of Information Act
GM	General Manager
GW	George Watkins
HCP	Habitat Conservation Plan
HP	Hewlett Packard
HSPS	High Service Pump Station
HVAC	Heating, Ventilating Airconditioning
HWY	Highway
LD	Long Distance
LFC	Lower Farmington Canal
LLPS	Low Lift Pump Station
LT2	Long Term 2 -Enhanced Surface Water Treatment Rule
M&O	Maintenance & Operations
MCC	Master Control Center
Misc.	Miscellaneous
mtg	Meeting
NH-	New Hogan
NM	New Melones
NH3-N	Ammonia
NMCF	New Melones Conveyance Facility
NWRP	New Water Reservoir Project
OBA	Oxygen Breathing Apparatus
OCR	Old Calaveras River
PACL	Poly Aluminum Chloride
PM	Preventive Maintenance
Prof	Professional
PSM	Process Safety Management
RMA	Riparian Management Area
PVC	Polyvinyl Chloride
RMP	Risk Management Plan
SCADA	Supervisory Control And Data Acquisition
SCBA	Self Contained Breathing Apparatus
SEWD	Stockton East Water District
SWRCB	State Water Resources Control Board
St	Street
T5	Water Treatment Operator Certificate Grade 5
Tel	Telephone
THM	Trihalomethane
TO	Task Order
TP	Treatment Plant
UFC	Upper Farmington Canal
UPS	Uninterrupted Power Supply
VAMP	Vernalis Adaptive Management Plan
VFD	Variable Frequency Drive
WMP	Water Management Plan
WQMS	Water Quality Monitoring System
WS	Water Supply
WSEP	Water Supply Enhancement Project
WTP	Water Treatment Plant

THIS PAGE
INTENTIONALLY
LEFT BLANK

Vehicles	
Unit 57 2011 Ford F150 Pickup Long Bed	Pickup Truck
Unit 65 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 66 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 67 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 69 2015 Ford F150 4x4 Supercrew Pickup	Pickup Truck
Unit 74 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 75 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 76 2020 Ford Escape	Automobile
Unit 79 2022 Ford F150	Pickup Truck
Unit 80 2022 Ford F150	Pickup Truck
Unit 81 2022 Ram 1500	Pickup Truck
Unit 82 2023 Toyota Tacoma	Pickup Truck
Unit 83 2023 Toyota Tacoma	Pickup Truck
Unit 84 2023 Toyota Tacoma	Pickup Truck
Unit 85 2023 Toyota Tacoma	Pickup Truck
Unit 86 2023 Ford F-350	Pickup Truck
Unit 87 2023 Ford F-350	Pickup Truck
Unit 88 2024 Toyota Rav4	Automobile
Unit 89 2024 Toyota Rav4	Automobile
Unit 90 2024 Ford F-350	Pickup Truck
Unit 92 2024 Ford F-150	Pickup Truck
Unit 93 2024 Toyota Tacoma	Pickup Truck
Unit 94 2024 Toyota Tacoma	Pickup Truck
Unit 97 2026 Ford F-650 Flatbed Dump Truck	Pickup Truck
Unit 103 2025 Ford F-150 Lightning Pro	Pickup Truck-Electric
Light equipment	
Unit 102 Genie GS 1930 Scissor Lift	Lift
Unit 70 2016 Cat Forklift	Forklift
Unit 58 2014 Polaris Ranger EV- Maintenance	Utility Vehicle
Unit 59 2014 Polaris Ranger EV- Maintenance	Utility Vehicle
Unit 62 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 99 2025 Kubota RTVX2 UTV	Utility Vehicle
Unit 100 2025 Kubota RTVX2 UTV	Utility Vehicle
Unit 101 2025 Kubota RTVX2 UTV	Utility Vehicle
Heavy equipment	
Unit 29 Caterpillar Backhoe	Heavy Equip.
Unit 38 John Deere 6420 Tractor	Tractor
Unit 41 Case Tractor 570mxt Turbo	Tractor
Unit 52 Kubota Tractor	Tractor
Unit 53 2011 Kenworth T300 Dump Truck (dsl)	Heavy Truck
Unit 56 2010 Ford F450 Truck	Heavy Truck
Unit 73 2018 Caterpillar Backhoe	Heavy Equip.
Unit 77 2022 CAT Long Reach Excavator	Heavy Equip.
Unit 95 Manitex 26 Ton Crane Truck	Heavy Truck
Unit 96 2024 F-550 Crew Cab Diesel w.12ft scelzi	Heavy Truck
Unit 98 2025 325 Blade Excavator	Heavy Equip.
Accessories	
Dive Boat	Accessory
Boat Trailer	Trailer
Allis-Chalmers Disc	Accessory
Pak Flail Mower (orange)	Accessory
Alamo Articulate Mower Attachment	Accessory
Landpride RCR2596 Rotary Mower	Accessory
Unit 30 Big Tex Equipment Trailer /25,900gvwr	Trailer
Unit 34 2000 Cartaway Tank Trailer /6000gvw	Trailer
Unit 43 2007 Wells Cargo Trailer Model TW122	Trailer
Unit 44 1996 Genie Lift TZ-34/20 Knuckleboom	Trailer
Unit 50 6 Diesel Pump	Trailer
Unit 51 12 Diesel Pump	Trailer
Unit 68 2015 Utility Trailer	Trailer
Unit 71 2017 Utility Landscaping Trailer	Trailer
Unit 72 2002 Utility Trailer	Trailer
Unit 91 2024 Kauffman Equipment Trailer	Trailer
Spray Rig 03	Trailer
Spray Rig 05	Trailer

THIS PAGE
INTENTIONALLY
LEFT BLANK

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
CALPERS EFT REQUEST**

October 06, 2026

Vendor name	District Fund#	Account #	Description	Amount	Invoice No.
1 CA Public Employees Retirement System (CalPERS)	70	10-5049-0	Retirement Contributions for Payroll 09/25/26-Admin	8,414.66	09/25/26 1245106351
			Total Fund 70 Admin	\$ 8,414.66	
2 CA Public Employees Retirement System (CalPERS)	71	10-5049-0	Retirement Contributions for Payroll 09/25/26-WS-NM	7,286.49	09/25/26 1245106351
3 CA Public Employees Retirement System (CalPERS)	71	10-5058-0	Retirement Contributions for Payroll 09/25/26-WS-NH	2,518.72	09/25/26 1245106351
			Total Fund 71 Water Supply	\$ 9,805.21	
4 CA Public Employees Retirement System (CalPERS)	94	10-5049-0	Retirement Contributions for Payroll 09/25/26-M&I	25,688.51	09/25/26 1245106351
			Total Fund 94 Municipal & Industrial	\$ 25,688.51	
Grand Total for Electronic Funds Transfer Request on RBM 10/06/26				\$ 43,908.38	

PK.

THIS PAGE
INTENTIONALLY
LEFT BLANK

DATE: October 6, 2026

AGENDA ITEM NO. D-1

TITLE: Adoption of Water Allocation Rule No. 181 and Water Allocation Policy No. 3900**SUBJECT: Consideration of Recommendation to Approve Adoption of Rule No. 181 (Water Allocation Rule) and Policy No. 3900 (Water Allocation Policy)**

Executive Summary

Stockton East Water District (District) staff requests that the Board of Directors (Board) adopt Rule No. 181, Water Allocation Rule, and Policy No. 3900, Water Allocation Policy. Together, these documents establish a defined methodology and order of priority for allocating the District's New Hogan Reservoir surface water supply among its riparian, environmental, municipal and industrial ("M&I"), agricultural irrigation, and groundwater recharge use classifications in years when demand for New Hogan supply is projected to approach or exceed the District's available or contractual allocation.

Background

The District's demand for New Hogan Reservoir surface water supply is beginning to exceed the District's contractual allocation in some years, even when additional supplemental supply from New Melones Reservoir is available, and this condition is expected to occur with increasing frequency. The District has not previously had a formally adopted methodology for determining how available New Hogan supply is allocated among its use classifications in years of constrained supply.

Staff developed Rule No. 181 to place District water users on notice of the resulting order of priority and its potential effect on their deliveries. Staff also developed companion Policy No. 3900 to establish a transparent, predictable, and legally sound allocation framework, consistent with the District's governing water rights, the New Hogan Reservoir Operating Agreement, the Calaveras River Habitat Conservation Plan ("HCP"), and the District's Second Amended Contract with its Urban Contractors. Rule No. 181 is the corresponding Board-adopted directive that applies to District water users; Policy No. 3900 governs the internal methodology used by District staff to administer the allocation.

Summary

Rule No. 181 and Policy No. 3900 establish a sequential, rather than proportional, allocation of the District's Total Annual Supply among five use classifications, in the following order of priority:

1. Riparian — satisfied first, off the top, as a senior legal right not subject to reduction.
2. Environmental — the minimum instream flow required under the HCP (20 CFS, or 10 CFS if New Hogan storage falls below 99,100 AF), measured at Shelton Road Bridge and available for diversion at or downstream of the Bellota Weir.
3. Municipal & Industrial (M&I) – raw and treated water delivered for municipal, commercial, or industrial purposes.

- a. CCWD – water allocated to CCWD through the New Hogan Reservoir Operating Agreement.
 - b. District – treated water supply delivered to the District's Urban Water Contractors.
4. Agricultural Irrigation — calculated as the remaining New Hogan supply divided by the prior year's irrigated acreage, yielding an AF/acre rate, net of the District's approximately 50% conveyance loss.
5. Groundwater Recharge — receives 100% of any remaining, unused supply, uncapped.

The District's Total Annual Supply is determined each year following the Watermaster's April 1 projection of October 15 New Hogan Reservoir storage, with a formal mid-year reconciliation to adjust allocations if actual conditions diverge significantly from that projection. Allocations under both documents do not carry over between water years. Once adopted, the General Manager will have standing authority to apply the allocation formula annually, reporting the annual water supply plan, allocation determination, and any mid-year adjustments to the Board each April and quarterly thereafter; any change to the priority order, methodology, or numeric thresholds will require further Board approval. The Rule and Policy were reviewed by the Administration Committee on September 4, 2026, and recommended for presentation to the Board for adoption.

Financial Impact

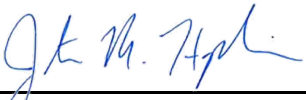
Adoption of Rule No. 181 and Policy No. 3900 does not commit the District to any expenditure itself. However, application of the allocation methodology in years of constrained New Hogan supply may affect the volume of water delivered – and associated revenue – to specific use classifications, most notably agricultural irrigation and groundwater recharge, which sit lowest in the order of priority.

Recommendation

Staff recommend that the Board of Directors adopt:

1. Adopt Rule No. 181, Water Allocation Rule.
2. Adopt Policy No. 3900, Water Allocation Policy; and

Staff Responsible for Report



Justin M. Hopkins, General Manager

Date: 10/06/26

Attachments

None

**NOTICE OF PUBLIC HEARING
BEFORE THE BOARD OF DIRECTORS OF THE
STOCKTON EAST WATER DISTRICT**

The Board of Directors of the Stockton East Water District will hold a public hearing on Tuesday, October 6, 2026 at 12:30 PM, to consider adoption of Rule No. 181 Establishing a Policy for the Allocation of the New Hogan Reservoir Surface Water Supply Among District Use Classification. The hearing will be held in the District Office at 6767 East Main Street, Stockton, California, and will be held pursuant to and in accordance with Chapter 819 of the Statutes of 1971, State of California, as amended.

Justin M. Hopkins, General Manager
Stockton East Water District

09/25/2026

THIS PAGE
INTENTIONALLY
LEFT BLANK

RULE NO. 181

ADOPTED _____

**ESTABLISHING A POLICY FOR THE ALLOCATION OF NEW HOGAN
RESERVOIR SURFACE WATER SUPPLY AMONG DISTRICT USE
CLASSIFICATIONS**

WHEREAS, the California legislature established the Stockton East Water District ("District") in 1948 to ensure proper management of the underground water basin and provide supplemental water supplies, including surface water from New Hogan Reservoir delivered for riparian, environmental, municipal and industrial, agricultural irrigation, and groundwater recharge uses; and,

WHEREAS, the District's demand for New Hogan Reservoir surface water supply is beginning to exceed the District's contractual allocation in some years, even when additional supplemental supply from New Melones Reservoir is available, and this condition is expected to occur with increasing frequency; and,

WHEREAS, the District Board of Directors desires to establish a formal Rule governing how available New Hogan Reservoir surface water supply will be made available among the District's use classifications in years when demand exceeds supply, as authorized by the District Act ("Act"), which allows the Board of Directors to adopt Rules and Regulations as it deems necessary and proper for carrying out provisions of the Act; and,

WHEREAS, the purpose of this Rule is to state the District's policy of allocating available New Hogan Reservoir surface water supply among riparian, environmental, municipal and industrial, agricultural irrigation, and groundwater recharge uses according to a defined order of priority, and to put water users on notice that deliveries to their use classification may be reduced or unavailable in years of limited supply. The methodology by which District staff calculate and administer this Rule is set forth in the District's corresponding internal Policy No. 3900, Water Allocation Policy, adopted .
_____.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF STOCKTON EAST WATER DISTRICT HEREBY ESTABLISHES RULE NO. 181 TO ALLOCATE NEW HOGAN RESERVOIR SURFACE WATER SUPPLIES AMONG DISTRICT USE CLASSIFICATIONS:

A. Order of Priority.

In any water year in which the District's available New Hogan Reservoir surface water supply is projected to be insufficient to meet full demand from all use classifications, the District will make available water in the following order of priority, with each classification satisfied before any supply is made available to the next:

1. Riparian water use, satisfied first as a matter of senior legal right and not subject to reduction under this Rule.
2. Environmental use, consisting of the minimum instream flow required

under the Calaveras River Habitat Conservation Plan, measured at Shelton Road Bridge.

3. Municipal & Industrial (M&I) – raw and treated water delivered for municipal, commercial, or industrial purposes.
 - a. CCWD – water allocated to CCWD through the New Hogan Reservoir Operating Agreement (for any use).
 - b. District – treated water supply delivered to the District's Urban Water Contractors.
4. Agricultural irrigation use.
5. Groundwater recharge use, which receives any remaining supply and is not guaranteed a minimum volume, nor subject to a maximum limit, in any year. Does not include flood releases diverted to underground storage.

B. Annual Determination.

The District's total available New Hogan Reservoir surface water supply for each water year will be determined following the annual allocation forecast prepared under the New Hogan Reservoir Operating Agreement. The District will notify affected water users of that year's determination and any resulting reduction in deliveries to their use classification.

C. No Guaranteed Delivery; No Carryover.

Water users are not guaranteed delivery of their full historical or requested demand in any year in which this Rule results in a reduced allocation to their use classification. Any portion of a use classification's annual allocation that is not used within the water year does not carry forward, and does not increase that classification's allocation, in any subsequent year.

D. Mid-Year Adjustment.

The District may adjust allocations under this Rule during the water year if actual hydrologic or storage conditions differ significantly from the District's initial annual determination. The District will notify affected water users of any such adjustment.

E. Relationship to Other Contracts and Rights.

Nothing in this Rule modifies or supersedes any water right, water service contract, or other governing agreement to which the District is a party, including water right priority, the New Hogan Reservoir Operating Agreement, the Calaveras River Habitat Conservation Plan, and the District's Second Amended Contract with its Urban Contractors. Where this Rule conflicts with such a right, contract, or agreement, the governing right, contract, or agreement controls.



No. 3900

Water Allocation Policy

ADOPTED:

October 6, 2026

Contents

A. Purpose	1
B. Legal and Regulatory Framework.....	1
C. Definitions	2
D. Use Classifications	2
E. Determination of Total Annual Supply	3
F. Allocation Priority and Methodology	3
G. Annual Determination, Reconciliation, and Carryover	5
H. Administration and Authority	6

A. Purpose

The Stockton East Water District ("District") manages surface water supplies from New Hogan Reservoir that are put to multiple beneficial uses. This Policy establishes the methodology by which the District allocates available New Hogan surface water supply among its five recognized use classifications – riparian, environmental, municipal and industrial, agricultural irrigation, and groundwater recharge – in years when total demand approaches or exceeds available supply.

The District's demand for New Hogan supply is beginning to exceed available supplies in some years, even when New Melones supply is also available, and this condition is expected to become more frequent. This Policy is intended to provide a transparent, predictable, and legally sound framework for making that determination each year, so that all water users understand how allocations will be set before a shortage occurs.

B. Legal and Regulatory Framework

This Policy operates within, and does not modify, the following governing legal and contractual instruments and policies:

- Riparian water rights under California common law, which attach to land bordering the Calaveras River upstream of Bellota and Mormon Slough and are senior to any District-administered entitlement.
- The New Hogan Reservoir Operating Agreement among the District, CCWD, and the U.S. Army Corps of Engineers / U.S. Bureau of Reclamation, which establishes the annual supply determination described in Section D of said agreement.
- The Calaveras River HCP, which establishes minimum instream flow requirements described in Section E.2 of the HCP.
- The District's Second Amended Contract with its Urban Water Contractors, which establishes the M&I supply obligation described in Section E.3 of the contract.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

Where any provision of this Policy conflicts with a governing contract, permit, or legal right, the governing instrument controls.

C. Definitions

Board: The Board of Directors of Stockton East Water District.

CCWD: The Calaveras County Water District.

District: Stockton East Water District.

General Manager (GM): The General Manager of the District, or the person appointed by the Board to act in that capacity.

HCP: The Calaveras River Habitat Conservation Plan.

Litigation: On December 6, 2017, the District filed a Complaint for Declaratory and Injunctive Relief, Specific Performance, and Preliminary and Permanent Injunction against the Urban Contractors (Case No. STK-CV-UOTC-2017-0013066).

M&I: Municipal and Industrial use, as defined in Section D.

Riparian Right: A common-law water right appurtenant to land bordering a natural watercourse, senior to appropriative and contractual water rights.

Second Amended Contract: The contract among the District, the California Water Service Company, the City of Stockton, the Lincoln Village Maintenance District, and the Colonial Heights Maintenance District for the sale of treated water, dated September 25, 1987.

Second Settlement Agreement: A comprehensive settlement of Litigation effective April 18, 2023.

Total Annual Supply: The volume of New Hogan Reservoir surface water available to the District for a given water year, as determined under Section E.

Urban Contractors: The District's municipal customers – City of Stockton, California Water Service Company, and the Lincoln Village and Colonial Heights Maintenance Districts.

Water Year: The 12-month period beginning April 1 and ending March 31, used for New Hogan Reservoir operations and allocation planning under this Policy.

Watermaster: The District staff responsible for administering New Hogan Reservoir releases and preparing the April 1 storage projection under the New Hogan operating agreement.

D. Use Classifications

The District recognizes five use classifications for New Hogan surface water supply, listed in order of priority:

1. Riparian – water use exercised under a common-law riparian right appurtenant to land bordering the Calaveras River upstream of Bellota and the Mormon Slough.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

2. Environmental – water dedicated to instream flow requirements under the Calaveras River HCP.
3. Municipal & Industrial (M&I) – raw and treated water delivered for municipal, commercial, or industrial purposes.
 - a. CCWD – water allocated to CCWD through the New Hogan Reservoir Operating Agreement (for any use).
 - b. District – treated water supply delivered to the District's Urban Water Contractors.
4. Agricultural Irrigation – raw water delivered to irrigated agricultural land within the District's service area.
5. Groundwater Recharge – water delivered for the purpose of managed aquifer recharge.

E. Determination of Total Annual Supply

The District's Total Annual Supply is determined under the New Hogan operating agreement as follows:

- The baseline Total Annual Supply is 84,100 acre-feet (AF).
- Each year, by April 1, the Watermaster prepares a projection of the October 15 New Hogan Reservoir storage volume for the Water Year.
- If the April 1 projection indicates storage will fall below the 71,400 AF threshold established in the operating agreement, the Total Annual Supply is reduced to 66,300 AF.
- If the April 1 projection indicates storage will exceed 152,100 AF, the Total Annual Supply may be increased above the 84,100 AF baseline to include the difference between 152,100 AF and the projected storage.

The April 1 determination establishes the Total Annual Supply used to calculate allocations under Section F for that water year, subject to the mid-year reconciliation described in Section G. In addition, as defined by the New Hogan Reservoir Operating Agreement, the District may use any unused portion of CCWD's allocation.

Total Annual Supply, as determined under this Section, represents the volume of water released from New Hogan Reservoir. Because the District utilizes natural systems for conveyance, approximately 40% of the water volume released is contributed to recharge/percolation before reaching the point of rediversion. Allocation calculations in Section F account for this loss where noted.

F. Allocation Priority and Methodology

The District allocates Total Annual Supply among the five use classifications in the following sequential priority order. Each tier is filled before any supply is made available to the next tier; this is a sequential (not proportional) allocation.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

Tier	Use Classification	Allocation Basis	Notes
1	Riparian	Satisfied first – senior rights	Determined as 350 AF within CCWD and 12,650 AF within SEWD.
2	Environmental (HCP instream flow)	20 CFS; 10 CFS if New Hogan storage < 99,100 AF	Measured at Shelton Road and can be diverted at or downstream of Bellota
3a	CCWD	Estimated annual demand – to be provided by CCWD prior to April 1 each year.	New Hogan Reservoir Operating Agreement dedicates up to 43.5% of allocation to CCWD (30,928 AF)
3b	Municipal & Industrial	Target 40,000 AF (best efforts) — 20,000 AF minimum.	May be blend of New Melones surface water, transfer water, and/or groundwater at Board's discretion
4	Agricultural Irrigation	Remaining New Hogan supply ÷ prior-year irrigated acreage	Yields an AF/acre rate; subject to ~40% conveyance efficiency
5	Groundwater Recharge	100% of remaining, unused supply	Uncapped; no minimum guaranteed or maximum limit

1. Riparian

Riparian water use is satisfied first, off the top, of Total Annual Supply, consistent with the senior legal priority of riparian rights under California law and the 1969 Calaveras River Water Rights Study. The volume associated with riparian use is not a District-administered allocation and is not subject to reduction under this Policy.

2. Environmental

After riparian use is satisfied, the District maintains a minimum instream flow in the Calaveras River as required by the HCP:

- 20 cubic feet per second (CFS), measured at Shelton Road Bridge, under normal conditions.
- 10 CFS if New Hogan Reservoir storage falls below 99,100 AF.

Because the flow requirement is measured at the head of the District's distribution system, water passing this point remains available for diversion at or downstream of the Bellota Weir to satisfy M&I, agricultural, and recharge demand, where such demand exists.

3. Municipal & Industrial (M&I)

After riparian and environmental requirements are met, the District first allocates supply to M&I use.

3a. CCWD

Under the New Hogan Reservoir Operating Agreement, CCWD is to receive 43.5% of the annual allocation. For a normal allocation year, this volume is calculated as 30,928 AF (84,100 AF – 13,000 AF Riparian = 71,100 AF x 43.5% = 30,928 AF). Historically, CCWD has used approximately 4,000 AF annually to satisfy CCWD's demands and riparian

STOCKTON EAST WATER DISTRICT POLICY MANUAL

demands within Calaveras County. As specified in the New Hogan Reservoir Operating Agreement, the District may use any unused portion of CCWD's allocation.

3b. Municipal & Industrial (M&I)

Under the District's Second Amended Contract with its Urban Contractors, the District is obligated to use best efforts to provide a base supply of 20,000 AF annually. This 20,000 AF may be met through a combination of sources – New Hogan Reservoir, New Melones Reservoir, transfer water, and/or groundwater – and is not required to be supplied from New Hogan alone. The District must use its best efforts to supply the full Urban Contract demand, which must be provided to the District by October 15 of each year, in accordance with the Second Settlement Agreement.

For purposes of this Policy, New Melones supply will be maximized to satisfy the M&I tier up to the portion of the Urban Contractors' demand or 20,000 AF target (whichever is greater). The District determines, in a given year, the remaining supply to source from New Hogan rather than from transfer water or groundwater. Any resulting shortfall is to be backfilled from those other sources under the District's water supply planning, not from reallocating supply committed to a higher-priority tier under this Policy.

4. Agricultural Irrigation

After riparian, environmental, and M&I allocations are satisfied, the remaining New Hogan supply is allocated to agricultural irrigation. The agricultural allocation rate is calculated as:

$$\text{Remaining New Hogan Supply} \div \text{Prior Year's Irrigated Acreage} = \text{Allocation Rate (AF/acre)}$$

This calculation should be applied to the remaining supply after accounting for conveyance losses (see Section E), so that the resulting AF/acre figure reflects water actually available for delivery to irrigated land rather than the gross volume released from the reservoir.

5. Groundwater Recharge

Groundwater recharge is the lowest priority use classification and receives 100% of any New Hogan supply remaining after riparian, environmental, M&I, and agricultural irrigation allocations are satisfied. No minimum recharge volume is guaranteed under this Policy, and no cap is placed on the recharge allocation. This is exclusive of any flood releases diverted to underground storage, which do not contribute to use of the District's Total Annual Supply.

G. Annual Determination, Reconciliation, and Carryover

1. Annual Determination

The Total Annual Supply and resulting tier-by-tier allocations are determined each year following the Watermaster's April 1 projection described in Section E.

2. Mid-Year Reconciliation

The District will conduct a formal mid-year reconciliation (targeted for mid-summer) to compare actual hydrologic and storage conditions against the April 1 projection. If conditions have diverged significantly from the April 1 projection, allocations under Section F may be adjusted for the remainder of the water year.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

3. Carryover

Allocations under this Policy do not carry over between water years. Any portion of a use classification's annual allocation that is not used by the end of the water year lapses and does not increase that classification's allocation in the following year.

H. Administration and Authority

The Board of Directors ("Board") establishes the allocation priorities and methodology set forth in this Policy. Once adopted, the General Manager has standing authority to apply this Policy's formula each year – including the annual determination under Section G.1 and the mid-year reconciliation under Section G.2 – without further Board action for each individual year's determination, unless actual circumstances fall outside the parameters defined within this policy or are otherwise impacted by changes from legislation or regulation.

At the first Board meeting of April, the General Manager will report on the annual water supply plan and allocation determination. Quarterly water supply plan updates and any mid-year reconciliation adjustments will be reported to the Board at the first Board meetings of July, October, and January. Any change to the priority order, methodology, or numeric thresholds established in this Policy requires Board approval.

Memorandum

To: Justin M. Hopkins – General Manager
From: Juan M. Vega – Assistant General Manager
Date: October 6, 2026
Re: Analysis of New Hogan Reservoir Releases and Reported System Losses, 2016–2025

Executive Summary

Reported losses on the New Hogan system have **appeared** to rise sharply in recent years. Staff reviewed ten years of release, delivery, and production records and found that the Stockton East Water District (District) is releasing substantially more water, not losing a larger share of it. Operational releases (total releases less flood control and top-of-conservation releases) rose from an average of **65,832 acre-feet** per year in **2016–2020** to **88,907** acre-feet per year in **2021–2025**. Of that **23,075** acre-foot annual increase, roughly **69 percent was delivered to municipal and agricultural and groundwater recharge use** and the remainder was additional conveyance loss. Measured as a share of water released, **losses fell from 43.8 percent to 40.7 percent**.

The driver is a shift in source. Raw water taken from New Melones has been essentially flat across the ten-year period while raw water taken from New Hogan has grown **roughly 78 percent**, meaning New Hogan has taken a bigger share of the municipal water supply. The shift is sharpest from October through December, when New Melones supply has been nearly zero as the District has chosen to not take water in those months due to the potentially high cost.

Staff also noted an issue in loss accounting. The issue is structural: losses are calculated as a residual, so the accounting always balances by design and while it can be an indicator of anomalies, it will not be very clear what the anomaly is. Every unmeasured use, including approximately 4,500 acre-feet per year of Calaveras County Water District diversions upstream of Bellota, is reported as District loss.

Staff recommends

1. Continued review of the measurement of percolation. Although the overall accounting of this figure nets out all water use, there are inherent issues with that approach as it is a catch all that may lead to missed issues.
2. Since the main finding is increased use the only other pertinent recommendation is continued investment in efficiency and additional water supplies.

Background

The District draws surface water from two sources. New Hogan Reservoir on the Calaveras River is operated under the District's water rights, and the New Melones Unit of the Central Valley Project is operated by the U.S. Bureau of Reclamation under contract. Water from

either source can serve the Dr. Joe Waidhofer Water Treatment Plant, and when supply is not taken from New Hogan it is generally taken from New Melones.

Water released from New Hogan serves three purposes. Municipal and industrial supply is diverted at the Bellota weir and conveyed to the treatment plant, with a portion directed to percolation ponds for groundwater recharge. Agricultural supply flows down Mosher Creek, the Old Calaveras River, and the Calaveras River to grower points of diversion. The balance is lost to evaporation from the channel and to percolation into the streambed before it reaches any point of diversion.

Calaveras County Water District diverts from the New Hogan system upstream of the District's point of diversion, at Jenny Lind and other locations, in an amount of approximately 4,500 acre-feet per year.

For the purposes of this report, "operational release" means total release from New Hogan less flood control and top-of-conservation releases. Flood releases are excluded because that water passes through the system without being available for delivery, and including it distorts any comparison between years. In 2023, for example, flood releases accounted for 299,880 acre-feet of a 388,259-acre-foot total release.

Summary

How Losses Are Calculated, and Why That Matters

The District's loss figure is not measured. It is calculated by subtraction: operational release, less municipal water taken at Bellota, less agricultural deliveries, less an assumed evaporation figure. Whatever is left over is reported as loss.

This method has an important limitation. Because loss is defined as the leftover amount, the accounting always balances exactly. It can never fail, and therefore it can never signal that something could potentially be wrong. If a meter drifts, if a diversion goes unrecorded, or if the evaporation assumption is too low, the error does not appear as a discrepancy. It appears as loss and covers up the discrepancy.

The practical consequence is that the reported loss figure is a combination of true streambed percolation, channel evaporation, Calaveras County Water District's upstream diversions, true losses, and any measurement error in the system.

Releases and Their Disposition, 2016–2025

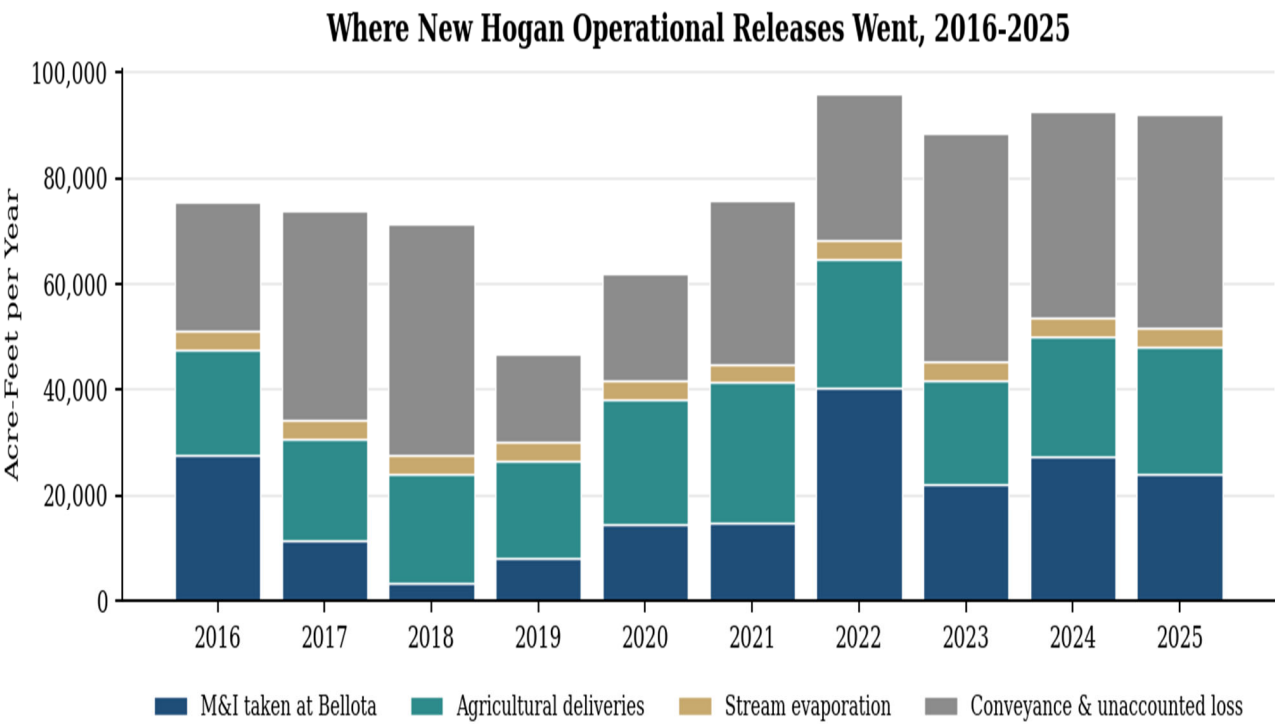
Table 1 summarizes ten years of New Hogan releases and how that water was used. All figures are in acre-feet.

Table 1. New Hogan Releases and Disposition, 2016–2025 (Acre-Feet)

Year	Total Release	Flood / TOC Release	Operational Release	M&I at Bellota	Ag Deliveries	Conveyance & Unaccounted Loss
2016	75,435	0	75,435	27,693	19,933	24,221
2017	461,087	387,194	73,893	11,444	19,333	39,527
2018	85,353	14,151	71,202	3,216	20,798	43,599
2019	305,561	258,716	46,845	7,960	18,461	16,835
2020	75,459	13,673	61,786	14,371	23,694	20,132
2021	76,794	1,183	75,611	14,778	26,628	30,907
2022	95,943	0	95,943	40,232	24,420	27,702
2023	388,259	299,880	88,379	22,071	19,685	43,033
2024	115,736	23,090	92,646	27,242	22,755	39,060
2025	97,928	5,970	91,958	24,106	23,903	40,360

Note: Municipal water taken at Bellota is raw water diverted for treatment plus water directed to percolation ponds. Conveyance and unaccounted loss is calculated as operational release less all metered deliveries and assumed evaporation.

Figure 1. Disposition of New Hogan Operational Releases by Year



What Accounts for the Increase

Comparing the two five-year periods isolates where the previously presumed loss went. **Table 2** presents that analysis.

Table 2. Change in Operational Release and Its Disposition, 2016–2020 Compared to 2021–2025 (Acre-Feet per Year)

Where the Water Went	2016–2020 Avg.	2021–2025 Avg.	Change	Share of Increase
M&I water taken at Bellota (plant and recharge ponds)	12,937	25,686	+12,749	55%
Agricultural deliveries	20,444	23,478	+3,034	13%
Stream evaporation (assumed constant)	3,589	3,531	–58	0%
Conveyance and unaccounted loss	28,863	36,213	+7,350	32%
Total Operational Release	65,832	88,907	+23,075	100%

Note: Percentages are shares of the 23,075 acre-foot annual increase in operational release and may not sum to 100 percent due to rounding. Municipal use including groundwater recharge accounts for roughly 55 percent of the increase, agricultural deliveries for 13 percent, and additional loss for 32 percent. Municipal and agricultural deliveries together account for approximately 69 percent.

The Loss Rate Has Not Increased

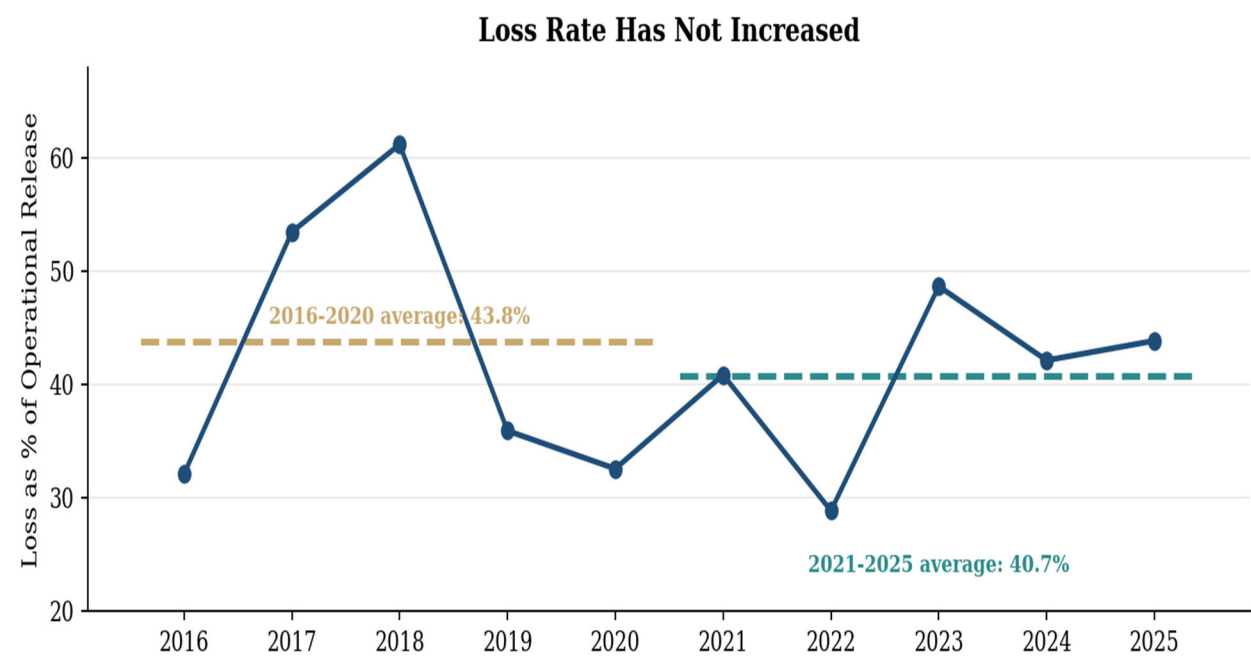
Total losses are higher than they were five years ago, but the District is releasing considerably more water. **Table 3** presents the share of each released acre-foot that fails to reach a point of delivery.

Table 3. Conveyance and Unaccounted Loss as a Percentage of Operational Release

2016	2017	2018	2019	2020	2016–2020 Average
32.1%	53.5%	61.2%	35.9%	32.6%	43.8%
2021	2022	2023	2024	2025	2021–2025 Average
40.9%	28.9%	48.7%	42.2%	43.9%	40.7%

Year-to-year variation reflects how heavily/long the channel is run. Wet years with sustained releases show higher rates; drought years with short delivery seasons show lower rates.

Figure 2. Loss as a Percentage of Operational Release, 2016–2025



The loss rate averaged **43.8** percent in the earlier period and **40.7** percent in the later period. The two highest rates in the ten-year record, **61.2 percent in 2018** and **53.5 percent in 2017**, both occurred in the earlier period.

The Driver: A Shift from New Melones to New Hogan

Total raw water delivered to the treatment plant, taken from the M&I Influent column of the District’s records, grew from an average of 29,571 acre-feet per year in 2016–2020 to 38,890 acre-feet per year in 2021–2025. **Table 4** shows where that water came from.

Table 4. Sources of Raw Water Delivered to the Treatment Plant (Acre-Feet per Year)

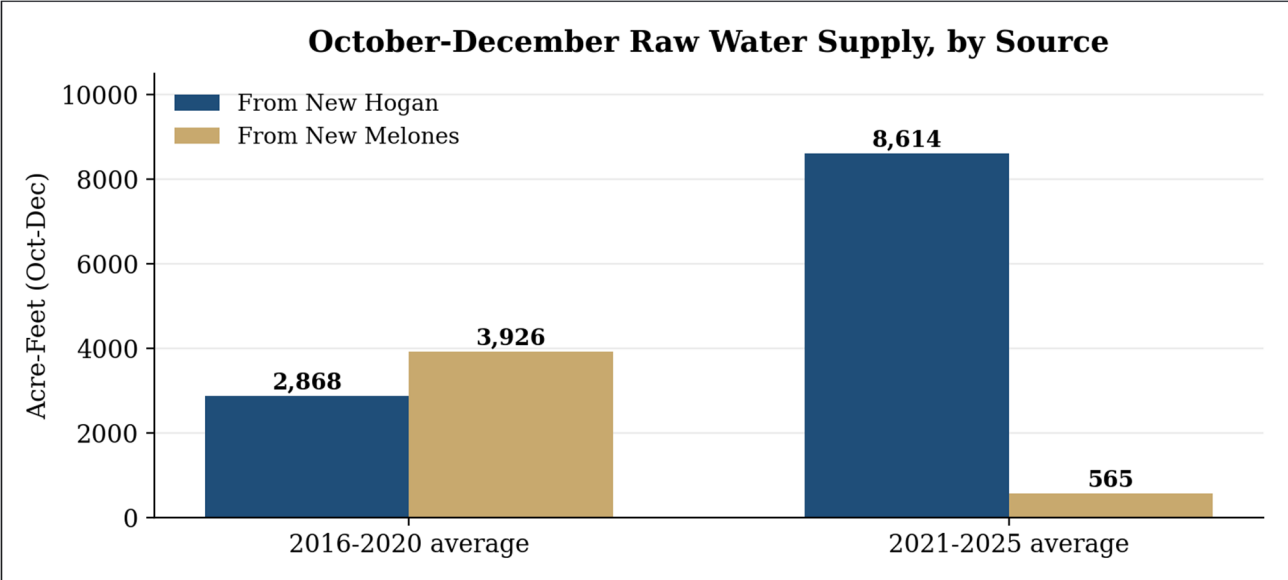
Source of Raw Water	2016–2020 Avg.	2021–2025 Avg.	Change
New Hogan (metered at Bellota)	10,938	19,490	+8,551
New Melones	18,083	17,907	–176
Groundwater	549	1,493	+944
Total raw water to TP	29,571	38,890	+9,319

New Hogan supplied approximately 92 percent of the growth in plant supply. New Melones was essentially unchanged, declining by 176 acre-feet per year, and groundwater supplied the small remainder.

The 12,749 acre-foot increase shown in **Table 2** is New Hogan water only, and covers both the treatment plant and the percolation ponds. The 9,319 acre-foot increase shown in **Table 4** is treatment plant water only, and covers all three sources. The two overlap in one element: the **8,551** acre-feet of additional New Hogan water sent to the plant. Adding the **4,198** acre-foot increase in recharge, which never enters the plant, reconciles that figure to the 12,749 acre-feet in **Table 2**.

The shift is most pronounced in the fall. During October through December, New Melones supply is nearly zero due to Board decision based on the potential high cost of New Melones water , while New Hogan supply has nearly quadrupled, as shown in **Figure 3**.

Figure 3. October–December Raw Water Supply by Source, Period Averages



Groundwater Recharge Is the Fastest-Growing Use

Within the municipal increase, water directed to the percolation ponds for groundwater recharge has grown faster than any other use of New Hogan water. Recharge averaged **1,998** acre-feet per year in 2016–2020 and **6,196** acre-feet per year in 2021–2025, an increase of 210 percent. The annual figures range from 426 acre-feet in 2018 to 8,293 acre-feet in 2024, a nearly twentyfold difference between the low and high years of record.

Table 5. Water Directed to Percolation Ponds for Groundwater Recharge

	2016	2017	2018	2019	2020	2016–2020 Average
Acre-feet	3,069	2,133	426	1,276	3,087	1,998
Share of Bellota M&I	11%	19%	13%	16%	21%	15%
	2021	2022	2023	2024	2025	2021–2025 Average
Acre-feet	4,762	6,207	5,771	8,293	5,947	6,196
Share of Bellota M&I	32%	15%	26%	30%	25%	24%

Note: Share of Bellota M&I is recharge as a percentage of all New Hogan water taken at Bellota for municipal purposes, including water sent to the treatment plant.

Recharge now represents roughly one quarter of all New Hogan water taken at Bellota, compared with roughly one sixth in the earlier period. Considered on its own, the 4,198 acre-foot per year increase in recharge accounts for approximately 18 percent of the entire 23,075 acre-foot increase in operational releases — more than agricultural deliveries contributed. Recharge is a beneficial use of District water and is properly excluded from the loss figure.

Financial Impact

This memorandum is informational and carries no direct financial impact.

Recommendation

Staff recommends

1. Continued review of the measurement of percolation. Although the overall accounting of this figure nets out all water use, there are inherent issues with that approach as it is a catch all that may lead to missed issues.
2. Since the main finding is increased use the only other pertinent recommendation is continued investment in efficiency and additional water supplies.

**NOTICE OF PUBLIC HEARING
BEFORE THE BOARD OF DIRECTORS OF THE
STOCKTON EAST WATER DISTRICT**

The Board of Directors of the Stockton East Water District will hold a public hearing on Tuesday, October 6, 2026 at 12:30 PM, to consider the amount of the Preliminary Base Monthly Payment for the period April 01, 2027 to March 31, 2028, in accordance with Section 6D(1) of the September 25, 1987 contract among the Stockton East Water District, the California Water Service Company, the City of Stockton, the Lincoln Village Maintenance District, and the Colonial Heights Maintenance District, providing for the sale of treated water.

Said hearing will be held in the District Office at 6767 East Main Street, Stockton, California.

JUSTIN M. HOPKINS, General Manager
Stockton East Water District

09/25/2026

THIS PAGE
INTENTIONALLY
LEFT BLANK

RESOLUTION NO. 26-27-11

**RESOLUTION OF THE BOARD OF DIRECTORS
OF STOCKTON EAST WATER DISTRICT**

**SETTING A PRELIMINARY BASE MONTHLY PAYMENT
FOR PERIOD APRIL 1, 2027 TO MARCH 31, 2028,
PURSUANT TO THE SECOND AMENDED CONTRACT AMONG THIS DISTRICT
AND THE CALIFORNIA WATER SERVICE COMPANY, THE CITY OF STOCKTON,
THE LINCOLN VILLAGE MAINTENANCE DISTRICT,
AND THE COLONIAL HEIGHTS MAINTENANCE DISTRICT,
PROVIDING FOR THE SALE OF TREATED WATER**

WHEREAS, on September 25, 1987, the Stockton East Water District entered into a Second Amended Contract among the California Water Service Company, the City of Stockton, the Lincoln Village Maintenance District, and the Colonial Heights Maintenance District, providing for the sale of treated water; and

WHEREAS, the Stockton East Water District pursuant to Section 6D(1) of the Second Amended Contract shall announce an estimated new base monthly payment on or before the first day of October annually and this estimated base monthly payment is subject to revision upon the adoption of the Stockton East Water District Annual Budget prior to December 15 of each year under Sec. 9.2(d) of the District Act; and

WHEREAS, the Board of Directors of the Stockton-East Water District has determined that the budgeted costs for the Contract period April 1, 2027 to March 31, 2028 should be as follows:

6A(1)	Debt Service	\$ 5,418,312
6A(3)	Operation & Maintenance	31,181,220
6A(4)	Administration	10,657,855
6A(8)	Payment into the Water Treatment Facilities Reserve Fund	<u>100,000</u>
		\$47,357,387; and

WHEREAS, paragraph 6D(3) of said Second Amended Contract states that Stockton East shall annually levy a municipal groundwater assessment, pursuant to its enabling legislation such that the cost of groundwater use is equivalent to the cost of surface water use; and

WHEREAS, the preliminary 2027-2028 budget estimates the amount of \$47,357,387 to be paid from base monthly payments, municipal groundwater assessments and other revenue as follows:

Base Monthly Payments (\$3,065,093.95 X 12)	\$36,781,127
Municipal Groundwater Assessments (14,100 AF X \$534.91)	7,542,231
Prior Fiscal Year BMP adjustment	2,189,028
Other Revenue	<u>845,000</u>
Total	\$47,357,387; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stockton East Water District that pursuant to said Second Amended Contract, this Board hereby establishes the Preliminary Base Monthly Payment to be paid by the Contractors pursuant to said Contract for the period April 1, 2027 to March 31, 2028, at $\$36,781,127/12 = \$3,065,093.95$.

PASSED AND ADOPTED at a regular meeting by the Board of Directors of the Stockton East Water District on the 6th day of October 2026 by the following vote of the members thereof:

AYES:

NAYES:

ABSENT:

ABSTAIN:

DRAFT

Thomas McGurk, President
Board of Directors
Stockton East Water District

ATTEST:

DRAFT

Justin M. Hopkins, Secretary
Board of Directors
Stockton East Water District

**Stockton East Water District
Annual Budget Fiscal Year 2027-2028**

	94 - M&I FUND	FY 2025-2026 Actual	FY 2026-2027 Budget	FY 2027-2028 Budget	Source Note
	REVENUES				
	WATER ASSESSMENTS REVENUE				
10-4120-0	Income - City of Stockton	15,530,088	18,643,436	20,799,976	<i>BMP</i>
10-4121-0	Income - California Water Service Co.	12,005,399	14,361,923	15,054,369	<i>BMP</i>
10-4122-0	Income - Lincoln Village	694,221	831,819	797,416	<i>BMP</i>
10-4123-0	Income - Colonial Heights	183,829	220,282	129,366	<i>BMP</i>
10-4131-0	Income - GW Rate Equalizations	3,646,861	6,659,571	7,542,231	<i>Sch C</i>
	TOTAL WATER ASSESSMENTS	32,060,397	40,717,031	44,323,358	
	OTHER REVENUES				
10-4301-0	Interest Income - M & I	239,729	250,000	245,000	
10-4141-0	Wheeling Revenue	603,200	600,000	600,000	
10-4201-0	Grant Reimbursements - ASR Well	416,338	0	0	
10-4701-0	Miscellaneous Income-M&I Fund	1,095	0	0	
	TOTAL OTHER REVENUES	1,260,362	850,000	845,000	
	REVENUES	33,320,760	41,567,031	45,168,358	
	PLUS/(MINUS) BMP PRIOR YEAR ADJ		1,090,238	2,189,028	
	NET TOTAL REVENUES	33,320,760	42,657,269	47,357,387	
	EXPENSES				
	TOTAL SALARIES	3,761,714	3,916,785	4,056,926	
	TOTAL BENEFITS	2,116,301	2,232,233	2,366,875	
	TOTAL SALARIES AND BENEFITS	5,878,015	6,149,018	6,423,801	
	ADMINISTRATIVE AND WATER SUPPLY COSTS				
10-5211-0	New Melones Contract Water-USBR	1,807,434	2,459,700	2,459,700	
10-5211-0	New Melones Transfer Water-OID/SSJID	0	3,540,300	3,540,300	
10-5211-0	Woodbridge	14,053	0	0	
TBD	Water Transfer Rock Creek	0	100,000	100,000	
10-5211-0	Goodwin Dam Property Self Insurance	69,800	69,800	69,800	
10-8041-0	Water Cost Allocation O&M NM	1,549,984	3,280,900	2,593,400	
10-8041-0	Water Cost Allocation O&M NH	489,267	755,200	877,600	
10-8031-0	Admin Division - Expense Allocation	4,027,855	7,300,775	10,657,855	
10-6901-0	Allocated Pension Expense	506,838	500,000	550,000	
	TOTAL ADMINISTRATIVE AND WATER SUPPLY COSTS	8,465,232	18,006,675	20,848,655	
	OPERATIONS				
10-5301-0	Chemicals	1,869,190	2,200,000	2,200,000	
10-5302-0	Electricity	2,336,659	2,450,000	2,450,000	
10-5303-0	Natural Gas	13,144	16,200	16,200	
10-5304-0	Utilities - Others (Bellota Headworks)	6,542	15,000	15,000	
10-5306-0	Filter Media	469,967	600,000	600,000	
10-5307-0	Laboratory Equipment and Supplies	12,936	20,000	20,000	
10-5308-0	Analytical Services	71,026	70,000	120,000	
10-5329-0	Solids Disposal	27,280	50,000	50,000	
10-5181-0	Vehicle Usage M&I	80,962	102,410	85,010	
	TOTAL OPERATIONS	4,887,707	5,523,610	5,556,210	

	94 - M&I FUND	FY 2025-2026 Actual	FY 2026-2027 Budget	FY 2027-2028 Budget	Source Note
	MAINTENANCE				
10-5321-0	General Maintenance	644,893	412,400	456,540	1
10-5322-0	Electrical , Instrumentation & Controls	99,012	165,000	52,000	2
10-5323-0	Capital Projects - Treatment Plant	4,687,667	5,455,000	5,120,000	3
10-5324-0	Maintenance & Repair - Plant Grounds	83,228	80,000	80,000	4
10-5325-0	WTP Service Contracts & Improvements	245,928	150,400	164,000	5
10-5326-0	Maintenance & Repair - Buildings	41,053	907,000	962,000	6
10-5327-0	Large Tools And Equipment	6,341	115,000	175,000	7
10-5328-0	Equipment Rental	22,627	10,000	10,000	
10-5341-0	Protective Gear and Clothing	7,553	36,000	25,000	8
10-5342-0	Uniform and Laundry	16,274	25,460	(2,910)	
10-5343-0	Tools and Equipment	34,082	31,330	35,790	
10-5344-0	Treatment Plant Consumables	26,577	23,740	27,910	
	TOTAL MAINTENANCE	5,915,235	7,411,330	7,105,330	
	DEBT SERVICE				
10-2231-0	Transfer to Loan Repayment - State Revolving Fund	573,044	573,044	573,044	
10-5431-0	2002A Reimbursement - Fund 67	0	0	0	
10-8014-0	2019 Series Debt Service	3,735,160	3,735,160	3,954,781	
TBD	2025 Series Debt Service	459,638	2,606,500	2,606,500	
TBD	Additional Projects - Debt Service - See Schedule E	0	291,814	1,883,987	
10-8014-0	Development Fees Received 2002B Debt Service	(2,702,294)	(3,600,000)	(3,600,000)	
	TOTAL DEBT SERVICE	2,065,547	3,606,518	5,418,312	
	TRANSFERS				
10-8021-0	Transfer to Bellota Fish Screen Project Fund 89	0	0	0	
10-8021-0	Transfer Water Treatment Plant Reserve	100,000	100,000	100,000	
10-8021-0	Transfer Out GWPS (68)	1,859,227	1,860,116	1,905,079	
10-8021-0	Transfer (In) Out From Other Funds		0	0	
	TOTAL TRANSFERS	1,959,227	1,960,116	2,005,079	
	UNBUDGETED EXPENSES				
	Depreciation	2,967,057	0	0	
	TOTAL EXPENSES	32,138,019	42,657,268	47,357,387	
	NET REVENUES OVER EXPENSES	1,182,741	0	0	

1 10-5321-0 General Maintenance expenses include:

Critical Spare Parts for Hypochlorite and other feeders	\$80,000
HSPS Pump & Motor Rebuild	\$100,000
Pump & Motor Efficiency Testing	\$13,200
Routine maintenance	\$263,340
	\$456,540

2 10-5322-0 Electrical, Instrumentation and Controls expenses includes:

Meter Calibrations	\$4,000
Routine maintenance	\$48,000
	\$52,000

	94 - M&I FUND	FY 2025-2026 Actual	FY 2026-2027 Budget	FY 2027-2028 Budget	Source Note
3	10-5323-0 Capital Projects - Treatment Plant expenses includes:				
	Low Lift Pump Station #3 Upgrade			\$400,000	
	Rockwell VFD Insert/ Spares/ refurbish			\$60,000	
	HVAC For Low Lift Pump Station Phase I			\$100,000	
	Monitoring Well - GSA Monitoring			\$200,000	Pe
	Caterpillar Generator & ATS			\$1,400,000	
	LLPS Electrical Design-Build			\$1,500,000	
	120/208V Distribution and Feeder Replacements			\$60,000	
	Solids Handling - Dewatering Lagoons			\$300,000	
	Alum Chemical Tank Replacement			\$250,000	
	Potassium Permanganate Feeder Station			\$300,000	
	Backwash Pump Replacement - 1			\$250,000	
	Alum Feeder Replacement			\$100,000	
	Utility Water Pumping Station Phase II			\$200,000	
				\$5,120,000	
4	10-5324-0 M&R Plant Grounds includes:				
	Irrigation supplies/plants/misc. expenses			\$30,000	
	SJC Corrections Work Release Program/Temps			\$50,000	
				\$80,000	
5	10-5325-0 WTP Service Contracts & Improvements includes:				
	Hach Service Agmt			\$50,000	
	THM Analyzer Service Agmt			\$30,000	
	Landscaping			\$40,000	
	Security Monitoring			\$34,000	
	Distribution & WTP items			\$10,000	
				\$164,000	
6	10-5326-0 M&R Buildings includes:				
	Routine maintenance and repair			\$32,000	
	Roof Replacement for WTP Building			\$200,000	
	Admin Parking Surface Repairs and ADA compliance			\$250,000	
	Water Supply Shop Rehabilitation			\$150,000	
	Security Improvements Phase II			\$120,000	
	Maintenance Pole Barn			\$60,000	
	Asbestos removal - Maintenance Bldg			\$50,000	
	Admin Building Ceiling/Carpet			\$100,000	
				\$962,000	
7	10-5327-0 Large Tools and Equipment:				
	12" Trailer Pump Replacement			\$175,000	
	Trailer To Haul Material and Small Equipment			\$10,000	
				\$185,000	
8	10-5341-0 Protective Gear and Clothing includes:				
	Arc Flash PPE			\$8,000	
	Air Monitors (Lease)			\$7,000	
	Routine PPE			\$10,000	
				\$25,000	

**STOCKTON EAST WATER DISTRICT
CALCULATION OF RATE EQUALIZATION GROUND WATER ASSESSMENT &
BASE MONTHLY PAYMENT
FISCAL YEAR 2027-28**

CALCULATION OF RATE EQUALIZATION GROUND WATER(GW) ASSESSMENT

(A) Assumed Groundwater Pumping Cost:

Power cost per acre foot	\$	114.00
Operation & Maintenance cost	\$	59.00
Replacement costs	\$	16.00
Total GW Pumping Cost	\$	<u>189.00</u>

(B) Calculation of Rate Equalization Groundwater Assessment:

2026- 2027 (Previous Budget)	Water Production	\$ Cost/AF	Amount
Ground water	14,100 AF	\$ 116.00	\$ 1,635,600.00
Surface water	55,000 AF	\$ 709.40	\$ 42,657,267.30
Totals	<u>69,100 AF</u>		<u>\$ 44,292,867.30</u>
GW Rate Equalization Assessment:	69,100	\$ 40,652,380.30	\$ 588.31
Less: GW Pumping Cost			\$ (116.00)
2026-2027 GW Rate Equalization Assessment			<u>\$ 472.31</u>

2027- 2028 (Current Budget)	Water Production	\$ Cost/AF	Amount
Ground water	14,100 AF	\$ 189.00	\$ 2,664,900.00
Surface water	55,000 AF	\$ 861.04	\$ 47,357,386.77
Totals	<u>69,100 AF</u>		<u>\$ 50,022,286.77</u>
GW Rate Equalization Assessment:	69,100	\$ 50,022,286.77	\$ 723.91
Less: GW Pumping Cost			\$ (189.00)
2027-28 GW Rate Equalization Assessment			<u>\$ 534.91</u>

BASE MONTHLY PAYMENT (BMP) \CALCULATION	Amount
Treatment Plant Budget - FY 2027-28	(a) <u>\$ 47,357,386.77</u>
Revenue - Groundwater Rate Equalization	14,100 AF \$ 534.91 \$ 7,542,231.00
Other Sources of Revenue - M&I	\$ 845,000.00
Total Revenues before Base Monthly Payment	(b) <u>\$ 8,387,231.00</u>
Total Annual Payment (a)-(b)	(c) \$ 38,970,155.77
Less: Prior Fiscal Year BMP adjustment (credit)	(d) \$ (2,189,028.45)
Total - Adjusted Annual Payment - FY 2027-2028	<u>\$ 36,781,127.32</u>

STOCKTON EAST WATER DISTRICT PRORATION OF BASE MONTHLY PAYMENT FOR FISCAL YEAR 2027-2028 (04/01/27- 03/31/28)

Total Base Monthly Payment (BMP) FY 2027-2028	36,781,127.32
Less: State Revolving Fund (SRF) Loan Repayment - FY 2027-2028	(573,044.38)
Base Monthly Payment FY 2027-2028 (excluding State Revolving Fund loan repayment)	<u>36,208,082.94</u>
Base Monthly Payment (BMP) FY 2027-2028 (per month)	<u><u>\$3,017,340.25</u></u>

	2025-2026 Water Produced (AF)				Percentage	2027-2028 Monthly BMP	Previous 2026-2027 Monthly BMP	Difference
	DWSP	Surface	Well	Total				
City of Stockton	13,677	17,334	864	31,875	56.9693%	\$ 1,718,957.47	1,539,245.78	179,711.69
Lincoln Village	0	1,208	0	1,208	2.1596%	\$ 65,161.97	68,028.88	(2,866.91)
Colonial Heights	0	194	0	194	0.3462%	\$ 10,446.26	18,022.58	(7,576.32)
California Water Service	0	19,122	3,552	22,675	40.5249%	\$ 1,222,774.55	1,165,070.70	57,703.85
Totals	13,677	37,859	4,416	55,952	100.0000%	\$ 3,017,340.25	\$ 2,790,367.94	226,972.31

*Proration of the State Revolving Fund Loan is under the provisions of the Agreement dated May 1, 2012 signed by the Urban Contractors with the following breakdown:

Annual State Revolving Fund (SRF) Loan Payment	\$573,044.38
Monthly Repayment	\$47,753.70

	% Share	Monthly SRF
City of Stockton	30.10%	\$14,373.86
Lincoln Village	2.70%	\$1,289.35
Colonial Heights	0.70%	\$334.28
California Water Service	66.50%	\$31,756.21
	100.00%	\$47,753.70

	BMP FY 2026-2027	SRF Loan Repayment FY 2026-2027	Adjusted BMP Calculation FY 2026-2027
City of Stockton	\$1,718,957.47	\$14,373.86	\$1,733,331.33
Lincoln Village	\$65,161.97	\$1,289.35	\$66,451.32
Colonial Heights	\$10,446.26	\$334.28	\$10,780.54
California Water Service	\$1,222,774.55	\$31,756.21	\$1,254,530.76
Total	\$3,017,340.25	\$47,753.70	\$3,065,093.95

THIS PAGE
INTENTIONALLY
LEFT BLANK

DATE: October 6, 2026

AGENDA ITEM NO. D-3

TITLE: Adoption of Workplace Violence Prevention Plan and Updated Injury & Illness Prevention Plan

SUBJECT: Consideration of Adopting Policy No. 3020 Workplace Violence Prevention Plan and Approving the Updated Injury & Illness Prevention Plan

Executive Summary

Staff recommends adoption of the Workplace Violence Prevention Plan (WVPP) as a standalone policy and approval of the updated Injury & Illness Prevention Plan (IIPP) to maintain compliance with California workplace safety requirements. The IIPP has been updated to remove the Workplace Violence section and reference the standalone policy.

Background

California law requires employers to maintain an IIPP and, effective July 1, 2024, a WVPP. The WVPP establishes procedures for hazard identification, reporting, investigations, training, recordkeeping, and annual review. The IIPP has been revised to reflect current regulatory requirements, improve program organization, and remove the workplace violence provisions now addressed in the standalone WVPP.

Summary

The WVPP defines responsibilities for management and employees, reporting procedures, emergency response, incident investigations, employee training, recordkeeping, and workplace violence hazard assessments. The updated IIPP revises responsibilities, accident investigations, serious injury reporting, recordkeeping, multi-employer coordination, and removes the embedded WVPP section in favor of the standalone policy. The policies have undergone legal review and are ready for Board of Directors approval.

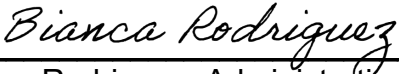
Financial Impact

No significant fiscal impact is anticipated. Existing staff will administer the plans and training within current operating budgets.

Recommendation

Staff recommends the Board of Directors Adopt Policy No. 3020, Workplace Violence Prevention Plan, and approve the updated Injury & Illness Prevention Plan.

Staff Responsible for Report


Bianca Rodriguez, Administrative Assistant

Date: 10/06/26


Justin M. Hopkins, General Manager

Date: 10/06/26

Attachments
None



RISK MANAGEMENT POLICY

INJURY AND ILLNESS PREVENTION PLAN

Stockton East Water District

Adopted November 1991
Revised ~~July~~October ~~15~~6, 202~~5~~6

Table of Contents

A. Overview.....	2
B. Revision History.....	3
C. Responsibility and Authority	3
D. Compliance.....	3
E. Communication.....	4
F. Unsafe Condition and Practice Assessment.....	5
G. Unsafe Condition and Practice Correction.....	5
H. Monthly Inspection Report	5
I. Contagious Disease Prevention and Response	5
J. Incident Investigation	6
K. Reporting of Serious Injury and Death.....	7
L. Training and Instruction	9
M. Workplace Violence Protection Plan.....	9
N. Recordkeeping.....	9
O. Multi-Employer Locations	10
P. Appendix A – Code of Safe Work Practices	10
Q. Appendix B – District Safety Policies & Programs.....	14
R. Appendix C – Training Documentation Log	15
S. Appendix D – Safety Inspection Report.....	16
T. Appendix E – Supervisor’s Accident Report.....	17
U. Appendix F – Employee’s Incident Report.....	19
V. Appendix G – Unsafe Condition & Practice Report	20
W. Appendix H – Reporting Work-Related Serious Injuries, Illness, and Fatalities to District Employees Form.....	21
X. Appendix I – Monthly Inspection Report Form.....	22

A. Overview

The Stockton East Water District (District) has established this written Injury and Illness Prevention Plan (IIPP) to help ensure a safe and healthy work environment for all employees and in accordance with Title 8, California Code of Regulations, Section 3203, of the General Industry Safety Orders. All employees are required to comply with our safety and health practices. This includes employees at every level and all positions.

This plan contains the following key elements for creating a safe work environment for all staff:

1. Responsibility and Authority
2. Compliance
3. Communication

4. Unsafe Condition or Practice Assessment
5. Unsafe Condition or Practice Correction
6. Monthly Inspection Report
7. Contagious Disease Prevention and Response
8. Accident Investigation
9. Reporting of Serious Injury and Death
10. Training and Instruction
11. Recordkeeping
12. Multi-Employer Locations

B. Revision History

This Policy has been revised or reviewed on the following dates:

- [September 15, 2026 \(Updated Sections A, J, K, -N, O, P and Q, and removed Section M. WVPP to a standalone policy\)](#)
- July 15, 2025 (Updated Sections N and Q)
- November 5, 2024 (Updated Sections C, D, E, F, H, J, K, L, P and U)
- February 13, 2024 (Updated to Sections H, K, M, Q, X, and Y)
- May 2, 2023
- October 19, 2021 (Updated to replace Appendix E)
- October 6, 2020 (Updated to incorporate Contagious Disease Prevention & Response, due to COVID-19)
- August 27, 2019
- April 2001
- November 1991

C. Responsibility and Authority

The District's General Manager is the designated IIPP Administrator and has the authority and responsibility for implementing and maintaining this IIPP.

Managers, supervisors and the Safety and Compliance Analyst are responsible for implementing and maintaining the IIPP in their work areas and for answering employee questions about the IIPP.

Employees are responsible for understanding and following the requirements of the IIPP and for asking questions when direction is unclear.

[The District maintains this IIPP at the District office and in electronic form and may be reviewed at any time within the File Center located within Target Solutions.](#)

D. Compliance

All employees, managers and supervisors shall:

1. Immediately report all work-related illnesses or injuries to their supervisor or manager (See Appendix F), and immediately secure first aid and/or emergency medical response for themselves or their co-workers as needed.

2. Use safe work practices, know and follow all directions, policies and procedures and assist in maintaining a safe work environment (See Appendix A – Code of Safe Work Practices).
3. Immediately report unsafe conditions, equipment, practices and other hazards to their supervisor.
4. Immediately report equipment failures to their supervisor.
5. Only perform tasks that they are trained and authorized to perform.
6. Use supplied safety gear, personal protective equipment and supplies as required by the position and task being performed.
7. Follow the written guidelines of each individual safety related policy and program outlined in Appendix B.
8. The supervisor will be responsible for reporting all equipment failures and incidents to the Safety and Compliance Analyst.

The District shall:

9. Inform employees of the requirements within our IIPP, which must be maintained in a readily understandable language.
10. Train all employees on general safety policies, rules and work practices.
11. Recognize employees who perform safe and healthy work practices.
12. Provide additional training to employees whose safety performance is deficient.
13. Take Corrective Action or Disciplinary Action, as appropriate, for failure to follow safety policies, rules, instructions, or safe and healthy work practices.

E. Communication

All managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. The District's communication system encourages all employees to inform their managers and supervisors about unsafe conditions without fear of reprisal. Employees can report unsafe conditions or practices by reporting it to their supervisor who in turn would provide the information to the Safety and Compliance Analyst. The Safety and Compliance Analyst is responsible for completing the Unsafe Condition & Practice Report (Appendix G) and routing to the IIPP Administrator, or by any other communication system the District puts in place for anonymous reporting.

The District's communication system includes:

1. New employee health and safety orientation
2. New position and/or task health and safety review
3. IIPP reviewed annually or when changes require it
4. Safety training and retraining programs

5. Regularly scheduled safety meetings
6. Distributed safety information
7. Encouragement of anonymous reporting of unsafe conditions and practices
8. Safety committee

F. Unsafe Condition and Practice Assessment

The District performs periodic physical inspections of all District buildings and work areas to identify, evaluate and correct unsafe conditions and practices. The District's Safety Inspection Report checklist is included in Appendix D. Inspections will also be performed as required in the following situations:

1. When the IIPP is initially established
2. When new substances, processes, procedures or equipment that present potential new hazards are introduced into our workplace
3. When new, previously unidentified unsafe conditions and practices are recognized
4. When occupational injuries and illnesses occur
5. Whenever workplace conditions warrant an inspection
6. Prior to the Safety committee meetings

G. Unsafe Condition and Practice Correction

When unsafe conditions, practices or procedures are observed or discovered, they will be corrected in a timely manner based on the severity of the hazards. When an unsafe condition exists that cannot be immediately corrected, the exposed employees will be removed from the unsafe condition except those needed to correct the conditions and to address security issues. Employees who are required to correct the unsafe condition will be provided with the necessary protection.

H. Monthly Inspection Report

The District will perform monthly inspections for the First Aid Kit, AED, Fire Extinguisher and Eye Wash Stations. Per the State of California Department of Industrial Relations (DIR), Administration staff shall inspect the First Aid Kit and the AED at sufficient intervals, and as required under the Health and Safety Code, to ensure the first aid kits and AED are adequate and in serviceable conditions when needed. All fire extinguishers shall be inspected monthly by the respective departments and have the inspection tag signed after every inspection per OSHA requirements. Per the State of California Department of Industrial Relations (DIR), plumbed eyewash and shower equipment shall be activated at least monthly by Water Operations staff to verify proper operation. All eye wash stations have an inspection tag which shall be signed after every inspection is done. The District's Monthly Inspection Report checklist for first aid kits and AEDs is included in Appendix I. The Safety and Compliance Analyst will conduct safety inspections for each department monthly. The District's Safety Inspection Report is included in Appendix D.

I. Contagious Disease Prevention and Response

This section of the IIPP addresses general strategies, to include applicable and relevant recommendations to prevent and respond to outbreaks, epidemics and pandemics using guidance from the Centers for Disease Control (CDC).

While good hygiene and infection avoidance practices are important for general health, and all employees are encouraged to practice these at work and at home, this section is only applicable in the event of an outbreak, epidemic or pandemic of a contagious disease, declared by a federal, state or county agency, that has the potential to infect District employees through the course and scope of their job duties (Disease Event).

Definitions:

1. Outbreak or Epidemic – the occurrence of more cases of a disease than would normally be expected in a specific place or in a group of people over a given period of time. Outbreak is normally used when localized, whereas, Epidemic is normally used for a more widespread geographic area.
2. Pandemic – this definition is usually used when more than one country is affected. All these definitions can vary according to which disease they are applied.

As all contagious diseases do not cause the same symptoms, or have the same transmission routes or incubation periods, the procedures Management follows will be in response to the information provided by the proper authorities and may change as the Disease Event progresses and the information provided changes.

General Infection Prevention Measures:

The following measures apply for Disease Events. These may be modified by the District at any time based on degree or severity of the contagious disease or based on the guidelines and recommendations from government agencies (such as the CDC and DIR) to maintain a safe and healthy workplace.

1. Manager and Supervisors may direct employees with contagious diseases to remain at home.
2. Managers and Supervisors may advise employees who are exhibiting common symptoms to remain home. Typical symptoms may include, but are not limited to:
 - a. Sore throat, congestion, runny nose, coughing, sneezing
 - b. Fever, aches, chills
 - c. Headache, muscle pain, fatigue, weakness
 - d. Vomiting, gastrointestinal distress
3. Employees must follow proper cough and sneeze etiquette, covering their mouths and nose.
4. Employees should avoid touching their face, nose, mouth, eyes and ears and should follow proper handwashing protocol using soap and water for at least 20 seconds frequently throughout the day.
5. Employees should not share personal items with coworkers.
6. Employees should use hand sanitizer stations as appropriate.

J. **Incident Investigation**

Following completion of emergency response activities described in the District's Emergency Action Plan (EAP), work-related incidents shall be investigated to identify contributing factors, determine root causes, and implement corrective actions to prevent recurrence.

Procedures for investigating work-related illness, injuries, hazardous substance exposure and near misses include:

1. Completing the Supervisor's Accident Report (Appendix E)
2. Interviewing injured employees and witnesses
3. Examining the workplace for factors associated with the illness/accident/exposure
4. Determining the cause of the illness/accident/exposure
- ~~4-5.~~ Taking corrective action to prevent the illness/accident/exposure from recurring
- ~~5-6.~~ Recording the findings and actions taken

While all managers and supervisors are responsible for helping investigate work-related illnesses, accidents and exposures, the Administration Department will ensure Workers' Compensation injuries are investigated and the District will ensure hazardous conditions and unsafe practices are investigated.

K. Reporting of Serious Injury and Death

In the event of a work-related fatality or potentially reportable serious injury or illness, employees shall immediately follow the emergency response procedures contained in the District's Emergency Action Plan (EAP). The District shall ensure all reporting requirements under Title 8, California Code of Regulations, section 342 are satisfied. The following procedures establish the District's internal notification and reporting process.

Definition of Serious Injury or Illness

For purposes of Cal/OSHA reporting, a serious injury or illness is defined by Title 8, California Code of Regulations, section § 330(h), as a work-related injury or illness requiring inpatient hospitalization for reasons other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Reporting Work-Related Serious Injuries and Fatalities.

(a) Every employer shall report immediately to the Division of Occupational Safety and Health any serious injury or illness, or death, of an employee occurring in a place of employment or in connection with any employment. The report shall be made by the telephone or through a specified online mechanism established by the Division for this purpose. Until the division has made such a mechanism available, the report may be made by telephone or email. Immediately means as soon as practically possible but not longer than 8 hours after the employer knows or with diligent inquiry would have known of the death or serious injury or illness. If the employer can demonstrate that exigent circumstances exist, the time frame for the report may be made no longer than 24 hours after the incident.

(b) Whenever a state, county, or local fire or police agency is called to an accident involving an employee covered by this part in which a serious injury, or illness, or death occurs, the nearest office of the Division of Occupational Safety and Health shall be notified by telephone immediately by the responding agency.

Step-by-Step Procedure in the Event of a Potentially Reportable Death or Serious Injury

Due to the importance of the immediate reporting obligation and its complexity, the following 4 steps should guide the investigation and reporting whenever a death or serious injury associated with any District facility or activity occurs:

- | | |
|---------------------------------------|--|
| Step 1: <u>Internal Notification</u> | <u>The Department Manager shall immediately notify the Assistant General Manager of any work-related fatality or potentially reportable serious injury or illness.</u>

<u>The Department Manager shall preserve the incident scene when safe to do so, identify witnesses, and gather preliminary information to assist with the incident investigation and regulatory reporting.</u>

<u>The Assistant General Manager shall notify the Director of Finance and Administration and the Safety Officer/General Manager as soon as practical.</u> |
| Step 2: <u>Cal/OSHA Reporting</u> | <u>The Safety Officer/General Manager, in coordination with the Safety and Compliance Analyst, shall determine whether the incident meets the reporting requirements established by Title 8, California Code of Regulations, sections 330(h) and 342.</u>

<u>If the incident is determined to be reportable, the Safety and Compliance Analyst shall notify the Cal/OSHA Modesto District Office as soon as practical, but no later than eight (8) hours after the District knew, or with diligent inquiry would have known, of the reportable incident.</u>

<u>The General Manager/Safety Officer shall notify the District's General Counsel as appropriate.</u> |
| Step 3: <u>Incident Investigation</u> | <u>Following completion of emergency response activities and required notifications, the Department Manager, in coordination with the Safety and Compliance Analyst, shall conduct an incident investigation in accordance with Section J – Incident Investigation of this IIPP. The investigation shall identify contributing factors, determine the root cause of the incident, and recommend corrective actions to prevent recurrence.</u> |

Step 4: Follow-Up
Reporting

The Director of Finance and Administration must satisfy the requirements of the ACWA/JPIA Workers' Compensation Reporting Kit and complete Employer's Report of Occupational Injury or Illness (State Form 5020); ACWA/JPIA main telephone number (800) 231-5742. Copies of forms and instructions are available at:

<https://www.acwajpia.com/report-a-claim/#workerscomp>

L. Training and Instruction

All employees will participate in safety training on general and job-specific hazards and safe work practices. The District's Training Documentation Log is included in Appendix C. Each supervisor and manager will be trained on all health and safety hazards to which employees under their immediate direction and control are exposed.

In addition to hazard-specific safety training, training will be provided when:

1. The IIPP is first established
2. New employees are hired
3. Employees are reassigned to a new area or task with no prior training
4. New substances, operations or equipment are introduced which create a new hazard
- ~~4-5.~~ Whenever the District becomes aware of new or a previously unrecognized hazard
- ~~5-6.~~ When there has been a change in policy

M. Workplace Violence Protection Plan

The District maintains a separate written Workplace Violence Prevention Plan (WVPP). The WVPP is available and easily accessible at all times to employees, authorized employee representatives and Cal/OSHA.

N. Recordkeeping

All of the following IIPP documentation shall be maintained in accordance with the District's Records Retention Policy:

1. Safety training for each employee, including the employee's name, training dates, type of training and training providers
2. Inspections, including the person(s) conducting the inspection; the unsafe conditions and practices identified; corrective action and follow-up
- ~~4-3.~~ Accidents, illness and near-miss investigation reports that identify the root cause and corrective action taken
- ~~3-4.~~ Safety committee meeting minutes
- ~~4-5.~~ Annual plan reviews

O. Multi-Employer Locations

The District recognizes that employees may work at locations where contractors, consultants, vendors, or other employers are performing work simultaneously. To maintain a safe and healthy workplace, the District shall coordinate with other employers, as appropriate, to communicate workplace hazards, applicable safety requirements, and emergency procedures that may affect employees or work activities. Pursuant to this, the District shall:

1. Provide contractors with applicable safety information, procedures, and District safety policies necessary to safely perform their work.
2. Contractors must keep a copy of their IIPP and/or Safety Policy on their jobsite.
3. Require contractors to certify that their employees have been trained according to their IIPP
4. Take action on unsafe conditions and practices according to this IIPP regardless of who the unsafe condition or practice may affect.

P. Appendix A – Code of Safe Work Practices

1. All persons shall follow these safe practice rules, render every possible aid to safe operations and report all unsafe conditions or practices to supervisors.
2. Supervisors shall insist on employees observing and obeying every rule, regulation and Order as is necessary to the safe conduct of the work and shall take such action as is necessary to obtain observance.
3. All injuries shall be reported promptly to your supervisor, including injuries which only require first aid. If medical treatment is required, it will be provided.
4. All employees shall be given frequent accident prevention instructions.
5. Anyone known to be under the influence of drugs or intoxicating substances that impair the employee's ability to safely perform the assigned duties shall not be allowed on the job while in that condition.
6. Employees must enter, leave and conduct themselves at all times in an orderly manner while on District property.
7. Horseplay, scuffling and other acts that tend to have an adverse influence on the safety or well-being of the employees shall be prohibited.
8. Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment. All safety procedures shall be reviewed for each job or on each piece of equipment before work is undertaken.

9. No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness or other causes that it might unnecessarily expose the employee or others to injury.
10. Employees shall not enter manholes, underground vaults, chambers, tanks, silos or other similar places that receive little ventilation, unless it has been determined that is safe to enter.
11. Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted and shall report deficiencies promptly to the supervisor.
12. Intentional misuse of any tool, equipment or material is strictly forbidden.
13. Crowding or pushing when boarding or leaving any vehicle or other conveyance shall be prohibited.
14. Workers shall not handle or tamper with any electrical equipment, machinery or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their supervisor.
15. When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
16. Safety clothing, equipment, devices and guards must be used as prescribed and designated.
17. Inappropriate footwear or shoes with thin or badly worn soles shall not be worn.
18. Approved eye, head, ear and respirator protection must be worn in designated areas and on designated jobs.
19. Suitable clothing must be worn at all times to secure maximum efficiency and minimum hazard to employees. The wearing of loose and baggy clothing including sweaters, shirt tails, shirt sleeves, etc., is forbidden around moving machinery.
20. Wrist watches, rings or other jewelry should not be worn when working with rotating equipment such as lathes, grinding wheels, etc.
21. Gloves must not be worn while working with or on rotating equipment such as lathes, grinding wheels, etc., without prior supervisory approval.
22. No person shall remove, displace, damage, destroy or carry off any safety device, safeguard notice or safety sign.
23. Materials, tools or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
24. Floor areas around machines shall be kept clean, dry and free of tripping hazards.

25. Do not oil, clean or adjust machine unless the power is shut off and locked out or other procedures are called for.
26. Keep fingers away from points of operation on machines, such as cutters, saws, drills, etc.
27. Turn off power on machines before attempting to remove stuck or jammed pieces of material. Beware that the stuck or jammed pieces may be under tension or compression and may become projectiles when dislodged.
28. If a machine is to be repaired, it must be locked in the "off" position during repair or physically disconnected from its source of power. Caution sign with appropriate wording must also be placed on the machine controls.
29. Do not operate any machine unless safeguards are in place and working properly. Machine guards may be removed only to make necessary adjustments and repairs and must be replaced before the machine is again put back into operation.
30. Good housekeeping should be uppermost in the minds of all employees. Keep floors, aisles, work areas and exits, clean and clear at all times. Tripping hazards such as air hoses, nuts, bolts, nails, screws, pieces of wire and other extraneous material should be picked up. Oil and water spots on floors should be cleaned up immediately. Tools and other materials should be kept in their designated places. Pride should be taken in the orderly appearance of the District facilities.
31. Smoking is not permitted in any District buildings at any time.
32. Seat belts will be worn at all times in District vehicles.
33. The District has an established Hazard Communication Program. All aspects of the Program will be followed when working with hazardous materials.
34. The District has an established Respirator Program. Respirators will be worn by authorized personnel utilizing the District Safety Program for respirators.
35. The District has an established Confined Space Program which will be utilized.
36. The District has an established Hazardous Energy Control (Lockout/Tagout) Program to establish the minimum requirements for the lockout of energy control devices whenever maintenance or servicing is performed on machines or equipment.
37. Arrange work when using ladders so that you are able to face the ladder and use both hands while climbing.
38. Do not use gasoline or other explosive liquids for cleaning purposes.
39. No burning, welding or other source of ignition shall be applied to an enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists and authority for the work is obtained from a supervisor.

40. The Hot Work Permit Program requires that work permits be issued by a supervisor before work can start on hazardous jobs in-hours and offsite.
41. Any employee utilizing a wireless phone in their course of work will ensure it is fully operational, has sufficient battery life, and will take precautionary measures to prevent damage. Use of a cell phone may be required in emergency situations.
42. When parking large vehicles, consider whether there is a way to avoid backing accidents. Use a spotter if at all possible. If a spotter cannot be obtained, get out of the unit and walk around it, completing a "circle of safety" and surveying the backing area. Before proceeding to back the unit, be sure to also check overhead clearance.
- 42-43. Lithium-ion batteries shall not be carried loose in pockets, bags, or other locations where they may come into contact with metal objects such as keys, coins, tools, or fasteners. Batteries shall be stored, transported, and used in accordance with the manufacturer's recommendations or in a protective case designed to prevent damage or short-circuiting.

The District's Code of Safe Work Practices has been developed for general and/or specific job safety class. This is not the only Safety Program utilized at the District. All District safety programs which apply to the Employee's job safety class must be followed.

Q. Appendix B – District Safety Policies & Programs

Employees are expected to follow the written guidelines of each individual safety related policy and program listed below:

1. Competent Persons Designation Program
2. Confined Space Program
3. Dive Program
4. Drug and Alcohol Policy (Substance Abuse)
5. Employee Handbook
6. Fall Protection Program
7. Hazard Communication Program
8. Heat Illness Prevention
9. Respiratory Protection Program
10. Use of District Vehicles and Equipment
11. Hazardous Energy Control (Lockout/Tagout) Program
12. Wildfire Smoke Protection Program
13. Ladder Safety Program
14. Aerial Devices Safety Program
15. Haulage and Earthmoving Equipment Policy
16. Hearing Conservation Program
17. Industrial Truck (Forklift) Policy
18. Crane and Boom Truck Policy
19. Mowing Policy
20. Electrical Safety Program
21. Hazardous Waste Management Program
22. Hot Work Policy
- 49-23. Workplace Violence Prevention Plan

S. Appendix D – Safety Inspection Report

Department:		Date:			
Employees Performing Inspection					
Name:		Department:			
Name:		Department:			
Name:		Department:			
The objective of the safety inspection is to (1) identify and correct unsafe work practices performed by employees and (2) eliminate unsafe conditions for employees and citizens. Management is responsible to correct deficiencies in a timely manner.					
Employee Work Practices		Yes	No	N/A	Comments:
Are employee work areas clean and orderly					
Are mats placed in areas where slips/trips/falls may occur (entrance, sinks)					
Are floors free from trip/slip/fall hazards such as cords, missing tiles or material defects					
Are wet or slippery floor conditions cleaned up quickly					
Are large and heavy items stored on middle shelves to help reduce lifting injuries					
Are employees lifting properly (attempt to observe one employee lifting in each Dept.)					
Are power cords secured underneath desks or alongside baseboards to prevent tripping					
Are desk and file drawers closed when not in use					
Do portable electric heaters have a tip-over switch & are located at least 18" from combustibles					
Are proper ladders or stools used instead of makeshift devices					
Are gas cans or other flammable liquids being stored in approved storage cabinets					
Are chemical containers capped/sealed except when adding or removing materials					
Are all chemical bottles properly labeled					
Are employees using gloves and/or goggles when handling chemicals					
Are MSDSs readily accessible in the workplace for review by employees					
Ergonomics		Yes	No	N/A	Comments:
Are employee keyboards placed directly in front of their monitors					
Are employees holding phone handsets to their ears, not cradling on their shoulders					
Are employee keyboard positioned so that employee elbows are at 90 degree angles					
Physical Conditions		Yes	No	N/A	Comments:
Are all safety switches and guards operational (grinders, saws, etc.)					
Are all portable ladders and step stools in good working condition					
Are all emergency eyewash stations accessible and operational					
Are aisles and walkways accessible with 36-inch pathway					
General Conditions		Yes	No	N/A	Comments:
Are all first aid kits mounted, accessible and adequately stocked					
Are all work areas provided with sufficient lighting					
Is appropriate personal protective equipment available (i.e. goggles, gloves, etc.)					
Are stairways maintained in a safe condition					
Fire & Electrical Safety		Yes	No	N/A	Comments:
Are electrical cords in good condition with proper grounding					
Are electrical cords, outlets and junction boxes free of exposed wires					
Are extension cords only being used to power temporary equipment					
Are all emergency exits clear of storage, obstacles and other obstructions					
Is a 36-inch clearance being maintained in front of all electrical panels throughout facility					
Is the automatic fire sprinkler control valve accessible and locked in the open position					
Are all fire extinguishers mounted, accessible and fully charged					
Is the monthly inspection record for all fire extinguishers signed-off					
Are equipment and supplies at least 18-inches below fire sprinkler heads					
Other Unsafe Work Practices or Conditions Observed					

T. Appendix E – Supervisor’s Accident Report

Supervisor’s Accident Investigation Form

Who	Injured employee name:	Job Title & Department:
	District/Agency:	Length of Employment:
When	Date of accident:	Date reported to supervisor:
	Time of accident:	
Loss	Nature and extent of injuries or property damage:	
What	Describe specifically what the individual was doing at the time of accident:	
Where	Exact location of occurrence:	
Cause (check all that apply)	<i>ENVIRONMENTAL</i> ☐ Inadequate safeguards Lack of safety devices; unsafe design; unguarded machinery; lack of safe work. Improper or defective equipment Poorly maintained, broken, cracked, rough, slippery, worn; inappropriate equipment. Location hazards Poor layout; congestion; insufficient space; improper storage; poor lighting, slip-trip-fall hazards, etc. Poor ergonomics Heavy lifting, poor workstation design; excessive vibration, bending, twisting or reaching; inadequate tools, poor controls/displays, repetitive motions; awkward postures, pressure points. Poor housekeeping Improper placement; clutter, spillage, or breakage. Not otherwise classified (Describe):	<i>PERSONAL</i> ☐ Bodily conditions Physical impairment; illness; fatigue; emotional upset; intoxication Lack of skill or knowledge Improperly trained; inexperienced; unaware, etc. Adequate skill or knowledge but failure in execution Chance-taking; cutting corners; unauthorized or unnecessary use of equipment or tools; failure to use or deliberately making safety or control devices ineffective; failure to do what should have been done in the particular situation. Improper apparel Failure to use personal protective equipment (eye, face, foot, hand, head, hearing, respiratory, etc.); loose clothing, jewelry, etc. Not otherwise classified (Describe):

Why

Comment fully:

Prevention

What **immediate actions** have been taken? By whom?

What **should be done** and by whom to **prevent recurrence** of this type of accident? (Include target dates.)

What **long term actions** will be needed? (Include target dates.)

Name of Supervisor: _____

Date: _____

Signature: _____

U. Appendix F – Employee’s Incident Report

When the District receives notice or knowledge of a work-related injury that results in lost time beyond the employee’s work shift or medical treatment beyond first aid, employees will be provided with a DWC-1 Form by the Administration Department and notice of potential eligibility within one working day. If the injury meets the criteria listed by ACWA JPIA: 1) the employee can choose to file a claim, 2) the employee can choose to deny filing a claim.

V. Appendix G – Unsafe Condition & Practice Report

Reporting Unsafe Condition or Practice	
Department:	
Person Reporting: (Optional)	Contact Information: (Optional)
Location of Hazard: (Building)	
Date of Observation:	Time of Observation:
Hazards posing an immediate danger to life and health should be reported as soon as possible to your Manager, Supervisor or the IIPP Administrator.	
Description of unsafe condition or hazard:	
What changes would you recommend to correct the condition or hazard?	
Employee Signature: (Optional)	Date:
Reporting Unsafe Condition or Practice	
Name of person investigating unsafe condition or hazard:	
Results of investigation. What was found? Was condition unsafe or a hazard? (Attach additional sheets if necessary.)	
Proposed action to be taken to correct hazard or unsafe condition:	
Signature of Investigating Party:	Date:
Date reporting employee was notified of action taken (if not an anonymous report):	

W. Appendix H – Reporting Work-Related Serious Injuries, Illness, and Facilities-Fatalities to District Employees Form

Every work-related **serious injury or illness or fatality** to District employees must be reported promptly, and **no later than 8 hours** to the nearest Cal/OSHA (DOSH) District Office.

Call Modesto District Office of DOSH to report at (209) 545-7310

Required Information:

Time and date of accident
Employer's name, address and telephone number
Name and job title, or badge number of person reporting the accident
Address of site of accident or event
Name of person to contact at site of accident
Name and address of injured employee(s)
Nature of injury
Location where injured employee(s) was (were) moved to
List and identity of other law enforcement agencies present at the site of accident
Description of accident and whether the accident scene or instrumentality has been altered

X. Appendix I – Monthly Inspection Report Form

First Aid Check List					
Number	Item Name	Quantity	Location	Expiration Date	Checked
1	Antiseptic Wipes	1 box	Top Shelf		
2	Triple Antibiotic	1 box	Top Shelf		
3	Sting Relief Swabs	1 box	Top Shelf		
4	Burn Gel	1 box	Top Shelf		
5	Wire Splint	1 box	Top Shelf		
6	Bandage Compress	2 boxes	Top Shelf		
7	Eye Pads & Strips	1 box	Top Shelf		
8	Butterfly Closures	1 box	Top Shelf		
9	Ammonia Inhalant	1 box	Top Shelf		
10	Sting Relief Wipes	1 box	Top Shelf		
11	Rescue Blanket	1 box	Top Shelf		
12	Rolled Gauze	1 pack	Top Shelf		
13	3x3 Gauze Pads	1 box	Middle Shelf		
14	1x3 Bandages	1 box	Middle Shelf		
15	7/8x3 Bandages	1 box	Middle Shelf		
16	Knuckle Bandages	1 box	Middle Shelf		
17	Fingertip Bandages	1 box	Middle Shelf		
18	Ice Pack	1 pack	Middle Shelf		
19	Triangular Bandages	1 pack	Middle Shelf		
20	4x4 Guaze	4 packs	Middle Shelf		
21	Eye Wash	1 bottle	Bottom Shelf		
22	Medical Adhesive Tape	1 roll	Bottom Shelf		
23	Burn Spray	1 bottle	Bottom Shelf		
24	Antacid Tablets	1 box	Bottom Shelf		
25	Tylenol (non-aspirin)	1 box	Bottom Shelf		
26	Aspirin	1 box	Bottom Shelf		
27	Ibuprofen	1 box	Bottom Shelf		
28	Disposable Gloves	2 pair	Door		
29	First Aid Handbook	1 book	Door		
30	Disposable Tweezers	1 pair	Door		
31	Scissors	2	Door		
32	Cotton-tipped Swabs	1 pack	Door		
33	Non-stick Pads	5	Door		
34	CPR Mask	1	Door		
35	Finger Splints	3 sizes	Door		
Notes:					
AED: Vehicle Storage #1 Operations Administration <i>Please highlight each location as the AED's are checked</i>					



STOCKTON EAST WATER DISTRICT POLICY MANUAL

No. 3020 Workplace Violence Prevention Plan

ADOPTED:

DATE: 10/06/26

Contents

A. Policy	1
B. Purpose	2
C. Scope	2
D. Definitions	2
E. Access to the Plan	4
F. Responsibility	4
G. Employee Participation	6
H. Communication	7
I. Multi-Employer Worksites	8
J. Workplace Violence Hazard Assessment	9
K. Hazard Correction	10
L. Reporting Procedures	11
M. Emergency Response	12
N. Incident Investigation	14
O. Violent Incident Log	15
P. Plan Review and Revision	16
Q. Recordkeeping	16
R. Training	16
S. Appendix A – Workplace Violence Report Form	18
T. Appendix B – Types of Workplace Violence	21
U. Appendix C – Workplace Violence Incident Log (Sample)	22

A. Policy

It is the policy of the Stockton East Water District (District) to maintain a workplace free from workplace violence, threats of violence, intimidation, and other behaviors that may jeopardize the health, safety, or well-being of employees, contractors, visitors, or members of the public. The District is committed to preventing workplace violence through effective employee participation, hazard identification, training, incident reporting, and corrective action while maintaining compliance with all applicable federal, state, and local laws and regulations.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

B. Purpose

This Workplace Violence Prevention Plan ("Plan" or "WVPP") establishes standardized procedures and responsibilities for identifying, evaluating, correcting, reporting, responding to, investigating, and documenting workplace violence hazards and incidents, as required under Labor Code section 6401.7 and 6401.9. The Plan is intended to reduce the risk of workplace violence through employee participation, hazard assessment, training, incident investigation, corrective action, and continuous improvement of workplace violence prevention practices.

The WVPP also establishes procedures for maintaining the Violent Incident Log, recordkeeping, employee training, and regulatory compliance in accordance with applicable California laws and regulations.

The Workplace Violence Prevention Plan is a component of the District's overall occupational safety and health management system and shall be implemented in conjunction with the District's Injury and Illness Prevention Program ("IIPP"), Emergency Action Plan ("EAP"), and other applicable District safety policies and procedures.

C. Scope

This Plan applies to all District employees and all District-owned or controlled workplaces, facilities, operations, and work activities. The Plan also applies, as appropriate, to interactions with contractors, temporary employees, volunteers, vendors, consultants, visitors, and members of the public while conducting District business.

This Plan does not apply to any workplace that an employee has chosen to telework from that is not under the control of the District, or a workplace where fewer than (10) employees work at any given time and that is not accessible to the public, if such workplace complies with the applicable regulatory requirements regarding the prevention of injuries and illnesses, including maintaining an Injury and Illness Prevention Plan ("IIPP") for such workplace.

Workplace violence prevention activities addressed by this Plan include, but are not limited to, employee participation, hazard assessment, hazard correction, communication and reporting procedures, emergency response, incident investigation, employee training, recordkeeping, and maintenance of the Violent Incident Log.

This Plan shall remain in effect at all times and in all covered work areas and shall be implemented in a manner that addresses the workplace violence hazards and corrective measures specific to each District work area in operation.

D. Definitions

Access means the right and opportunity to examine and receive a copy of the Plan.

Designated Representative means any individual or organization to whom an employee gives Written Authorization to exercise a right of Access. A recognized or certified collective bargaining agent shall be considered a Designated Representative for the purpose of Access to the Plan.

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

Emergency means any unanticipated circumstances that presents an immediate threat to life or pose a risk of significant injuries to employees or other persons, and requires an immediate emergency response.

Engineering Controls mean an aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard.

Serious Injury or Illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone

Threat of Violence means any verbal statement, written statement, electronic communication, or physical conduct that communicates an intent to cause physical harm or places another person in reasonable fear of physical harm and serves no legitimate purpose.

Violent Incident Log means the District's record of workplace violence incidents maintained in accordance with this Plan and applicable California law.

Workplace means any location where District employees perform work or are present as a condition of employment, including District facilities, District vehicles, field locations, construction sites, and other locations under the District's control.

Workplace Violence means any act of violence or threat of violence that occurs in a place of employment. Workplace violence includes, but is not limited to, the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury. Workplace violence also includes an incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury. Workplace Violence does not include lawful acts of self-defense or defense of others. Workplace Violence includes four (4) types of violence, as described in Appendix B.

Workplace Violence Controls means procedures and rules, which are used to effectively reduce Workplace Violence Hazards.

Workplace Violence Hazard means any condition, practice, or circumstance that increases the likelihood of workplace violence occurring or that may contribute to a workplace violence incident.

Workplace Violence Incident means any occurrence of workplace violence, whether or not it results in physical injury, that is reported, observed, or investigated under this Plan.

Written Authorization means a request provided to the District containing the name and signature of the employee authorizing a representative of the employee to access the Plan on the employee's behalf; the date of the request; the name of the designated representative authorized to receive the Plan on the employee's behalf; and the date upon which the Written Authorization will expire if less than one (1) year.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

E. Access to the Plan

The District makes the Plan available and accessible to employees, Designated Representatives, and representatives of Cal/OSHA at all times.

Employees:

The District shall provide Access to the Plan as follows:

- The District shall provide Access to employees by providing an employee a physical copy of the Plan within five (5) business days of receiving the request for Access from the employee. Whenever an employee requests a copy of the Plan, the District shall provide the requesting employee a printed copy of the Plan, unless the employee agrees to receive an electronic copy of the Plan. The District shall provide one (1) printed copy of the Plan free of charge. If an employee requests additional copies of the Plan within one (1) year of the previous request and the Plan has not been updated with new information since the prior copy was provided, the District may charge reasonable, non-discriminatory reproduction costs for the additional copies.
- An employee can Access the Plan through the District's LMS platform by visiting targetsolutions.com/sewd, where the employee can review, print, and email the current version of the Plan.

Designated Representatives:

The District shall make the Plan available and provide Access to Designated Representatives in a manner consistent with Section V(a)(1) of the District's Plan only after the employee provides Written Authorization to the District, unless otherwise stated.

Cal/OSHA Representative:

The District shall make the Plan available to Cal/OSHA representatives upon request.

F. Responsibility

Managers and Supervisors are responsible for:

- Ensuring employees under their supervision comply with this Plan and follow established workplace violence prevention procedures.
- Promoting a workplace free from workplace violence by modeling respectful behavior and fostering a work environment where employees feel comfortable reporting workplace violence hazards and concerns.
- Identifying, evaluating, and promptly addressing workplace violence hazards or concerning behaviors within their areas of responsibility.
- Ensuring workplace violence hazards, threats, incidents, and concerns are promptly reported to the Safety & Compliance Analyst and appropriate management.

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

- Participating in workplace violence hazard assessments, incident investigations, and the development and implementation of corrective actions, as appropriate.
- Supporting workplace violence prevention training by ensuring employees attend required training and reinforcing workplace violence prevention practices during routine operations and job assignments.
- Communicating applicable workplace violence prevention requirements to contractors, vendors, temporary personnel, or other persons working under their direction, as appropriate.

Human Resources is responsible for:

- Coordinating the personnel aspects of workplace violence investigations involving employee conduct, personnel matters, or disciplinary actions, as appropriate.
- Coordinating with the Safety & Compliance Analyst and management during workplace violence investigations involving both workplace safety and personnel matters.
- Maintaining the confidentiality of workplace violence investigations and personnel information in accordance with applicable laws and District policies.
- Coordinating workers' compensation reporting, employee leave administration, and other personnel-related processes resulting from workplace violence incidents, as appropriate.
- Encouraging the active involvement of employees [1][2][3] in developing and implementing the Plan through and by the measures discussed in the sections below.
- Advising management regarding applicable personnel policies, corrective actions, and disciplinary procedures resulting from workplace violence investigations.
- Participating, as appropriate, in the review of workplace violence incidents to identify opportunities for organizational improvement and prevention.

Safety and Compliance Analyst is responsible for:

- Acting as the District's primary administrator of the Plan - administering, implementing, and maintaining the Workplace Violence Prevention Plan.
- Reviewing and updating the Plan as regulations, District operations, or workplace conditions change.
- Serving as the District's Safety Committee coordinator for matters related to workplace violence prevention.
- Interpreting and monitoring applicable workplace violence prevention requirements, including California Labor Code, Cal/OSHA regulations, and other applicable laws, and advising management on compliance obligations.
- Coordinating workplace violence hazard assessments and reviewing findings to identify trends, deficiencies, or opportunities for improvement.

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

- Assisting managers and supervisors with identifying, evaluating, and correcting workplace violence hazards and recommending appropriate corrective actions.
- Establishing and coordinating work practice and engineering controls.
- Coordinating workplace violence incident investigations, maintaining the Violent Incident Log, and monitoring corrective actions to completion.
- Coordinating workplace violence prevention training and maintaining training records in accordance with regulatory and District requirements.
- Maintaining records required by this Plan, including workplace violence hazard assessments, incident investigations, employee training records, annual Plan reviews, and the Violent Incident Log.
- Reviewing this Plan at least annually, following workplace violence incidents, and whenever deficiencies or new workplace violence hazards are identified, and recommending revisions as necessary.
- Supporting managers and supervisors with implementation of this Plan and providing guidance on workplace violence prevention procedures, reporting requirements, and corrective actions.

Employees are responsible for:

- Complying with the requirements of this Plan and participating in workplace violence prevention activities.
- Promptly reporting workplace violence hazards, threats, incidents, or concerns in accordance with this Plan, regardless of whether physical injury has occurred.
- Cooperating with workplace violence hazard assessments, incident investigations, and implementation of corrective actions.
- Participating in required workplace violence prevention training.
- Treating coworkers, contractors, visitors, vendors, and members of the public with professionalism and respect while conducting District business.

Compliance

The District shall ensure that supervisory and nonsupervisory employees comply with this Plan through training and retraining, supervision, and enforcement of established Plan procedures. Employees who fail to comply with the Plan may be subject to corrective action or discipline, consistent with applicable law and District policy.

G. Employee Participation

The District recognizes that employee participation is essential to the effectiveness of this Plan. Employees shall be provided opportunities to participate in the development, implementation,

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

evaluation, and continuous improvement of the Workplace Violence Prevention Plan through hazard identification, reporting, incident investigations, and recommendations for corrective actions.

Employee participation may occur through direct involvement with supervisors and management, participation on the District's Safety Committee, workplace inspections, incident investigations, or other opportunities provided by the District.

Employees may participate in workplace violence prevention activities by:

- Reporting workplace violence hazards, threats, incidents, or concerns to any manager or supervisor, the Safety & Compliance Analyst, a member of the District's Safety committee, or the General Manager verbally or in writing.
- Reporting an incident to a Designated Representative, who will facilitate a report to the District. The District shall respond to the report after it receives the report from the Designated Representative.
- Providing recommendations to management, the Safety Committee, or the Safety & Compliance Analyst regarding workplace violence hazard identification, prevention, or corrective actions.
- Providing input regarding workplace violence prevention training content and workplace-specific training needs.
- Completing training evaluations and recommending improvements to future training.
- Participating in workplace violence hazard assessments, inspections, and incident investigations, as appropriate.
- Participating in the reviews of this Plan, as required by law.
- Assisting in the evaluation of workplace violence incidents and recommending measures to prevent recurrence.

The District encourages prompt reporting of workplace violence hazards, threats, incidents, and concerns and prohibits retaliation against any employee who, in good faith, reports a workplace violence concern, participates in a workplace violence investigation, participates in the development or implementation of this Plan, or exercises any right provided under this Plan or applicable law.

H. Communication

The District shall communicate workplace violence prevention information in a manner that is readily understandable and accessible to all employees. Communication shall encourage the prompt reporting of workplace violence hazards, threats, incidents, and concerns without fear of retaliation.

The District communicates workplace violence prevention information through, as applicable:

STOCKTON EAST WATER DISTRICT POLICY MANUAL

- New employee orientation and workplace violence prevention training.
- Annual workplace violence prevention training and refresher training, as required.
- Safety Committee meetings.
- Safety meetings, tailgate meetings, and department meetings.
- Workplace inspections, hazard assessments, and incident investigations.
- Distribution of this Plan and revisions to the Plan.
- Safety bulletins, emails, postings, or other District communications, as appropriate.

Employees are encouraged to promptly communicate workplace violence hazards, threats, incidents, or concerns to their supervisor, the Safety & Compliance Analyst, the General Manager, or another appropriate member of management. Reports may be made verbally or in writing.

When Workplace Violence incidents occur, the District shall communicate relevant information regarding the incident, including informing affected employees of the general results of any investigation into the incident, while protecting the privacy of affected or involved employees. The District shall inform affected employees of the corrective actions taken in response to the Workplace Violence incident, while protecting the privacy of affected or involved employees to the extent practicable, and shall communicate to employees about the prohibition on retaliating against employees who participate in the investigation of a Workplace Violence incident.

When workplace violence hazards are identified, the District shall communicate relevant information regarding the hazard, interim protective measures, corrective actions, and any changes to workplace procedures, as appropriate, while maintaining the confidentiality of affected individuals to the extent practicable.

I. Multi-Employer Worksites

The District recognizes that workplace violence hazards may arise when multiple employers or organizations are working at the same location. When applicable, the District shall coordinate implementation of this Plan with contractors, consultants, vendors, temporary staffing agencies, and other employers whose employees may be present at District workplaces to communicate workplace violence prevention responsibilities and coordinate activities necessary to protect employees.

Coordination activities may include:

- Communicating known workplace violence hazards, security concerns, emergency procedures, and applicable workplace violence prevention requirements.
- Exchanging information regarding workplace violence hazards or incidents that may affect District employees or other employers working at the same location.

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

- Coordinating appropriate workplace violence prevention measures and corrective actions when hazards are identified.
- Coordinating emergency response, incident reporting, and workplace violence investigations with other employers, as appropriate.
- Requiring contractors and other employers to comply with applicable federal, state, and local workplace safety laws and regulations while performing work on behalf of the District.
- At a multiemployer worksite, the District shall ensure that when an employee experiences a Workplace Violence incident, the District shall record the information in the Violent Incident Log and provide a copy of that Log to the controlling employer. If the District is the controlling employer at a worksite, the District shall ensure that it receives copies of all Logs from other employers.

The District shall promptly communicate workplace violence hazards or incidents that may affect other employers working at District facilities and shall cooperate, as appropriate, to reduce or eliminate identified workplace violence hazards.

J. Workplace Violence Hazard Assessment

The District shall identify, evaluate, and assess workplace violence hazards to reduce the risk of workplace violence and determine whether additional prevention measures or corrective actions are necessary. Workplace violence hazard assessments shall be conducted prior to implementation of this Plan; periodically thereafter through routine workplace inspections, Safety Committee activities, and other workplace evaluations, as appropriate; following any workplace violence incident; whenever a new or previously unrecognized workplace violence hazard is identified; and whenever changes to District operations, staffing, work practices, facilities, or workplace conditions may introduce new workplace violence hazards.

Managers, supervisors, employees, the Safety & Compliance Analyst, and the Safety Committee shall participate in workplace violence hazard assessments, as appropriate.

As applicable, workplace violence hazard assessments may include evaluation of:

- Employee work practices, assigned job tasks, and routine work activities.
- Employee interactions with coworkers, contractors, vendors, consultants, customers, and members of the public.
- Work performed in isolated or remote locations, including employees working alone.
- Building access controls, visitor access procedures, physical security measures, and other environmental conditions that may affect employee safety.
- Lighting, visibility, communication methods, emergency notification systems, and the availability of assistance during emergencies.

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

- Previous workplace violence incidents, employee concerns, reported hazards, and trends identified through incident investigations or the Violent Incident Log.
- Any other conditions or circumstances that may increase the likelihood of workplace violence.

Identified workplace violence hazards shall be documented, evaluated, and corrected in accordance with the Hazard Correction section of this Plan.

K. Hazard Correction

The District shall undertake all necessary actions to promptly identify, evaluate, and correct workplace violence hazards identified through workplace violence hazard assessments, employee reports, incident investigations, Safety Committee activities, inspections, or other means. Corrective actions shall be implemented in a timely manner based on the severity of the hazard and the level of risk presented.

Inspections for workplace violence hazards may include assessing factors specific to the District's workplace [4]such as:

- The exterior and interior of the workplace for its attractiveness to robbers;
- The need for violence surveillance measures, such as mirrors and cameras;
- Procedures for employee response during a robbery or other criminal act, including the District's policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act;
- Procedures for reporting suspicious persons or activities;
- Effective location and functioning of emergency buttons and alarms;
- Posting of emergency telephone numbers for law enforcement, fire, and medical services;
- Whether employees have access to a telephone with an outside line;
- Whether employees have effective escape routes from the workplace;
- Whether employees have a designated safe area where they can go to in an emergency;
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems;
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of the District;
- Employees' skill in safely handling threatening or hostile service recipients;

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

- Effectiveness of systems and procedures that warn others of actual or potential Workplace Violence danger or that summon assistance, e.g., alarms or panic buttons;
- The use of work practices such as the "buddy" system for specified emergency events;
- The availability of employee escape routes;
- How well the District's management and employees communicate with each other;
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute;
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees; and
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

When immediate correction of a workplace violence hazard is not feasible, the District shall implement interim measures to protect employees until permanent corrective actions can be completed.

Corrective actions may include, as appropriate:

- Modifying work practices or administrative procedures.
- Implementing engineering or physical security controls.
- Restricting or controlling access to work areas.
- Providing additional employee training or communication.
- Increasing supervisory oversight or monitoring.
- Coordinating corrective actions with contractors or other employers working at the affected location.
- Any other measures necessary to eliminate or reduce the workplace violence hazard.

Workplace violence hazards, corrective actions, and follow-up activities shall be documented, as appropriate, to verify the effectiveness of the corrective action and identify opportunities for continuous improvement.

L. Reporting Procedures

The District encourages the prompt reporting of all workplace violence hazards, threats, incidents, and concerns so that appropriate action can be taken to protect employees and prevent future incidents. Employees shall report workplace violence concerns regardless of whether physical injury has occurred.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

Employees shall promptly report workplace violence hazards, threats, incidents, or concerns to their supervisor, the Safety & Compliance Analyst, the General Manager, or another appropriate member of management. Reports may be made verbally or in writing. Employees are not expected to determine whether a reported concern meets the legal definition of workplace violence and should report any behavior they reasonably believe may present a workplace violence hazard.

When reporting a workplace violence hazard, threat, incident, or concern, employees should provide as much information as reasonably available, including:

- The date, time, and location of the incident or concern.
- A description of the workplace violence hazard, threat, incident, or concerning behavior.
- The names of individuals involved and any known witnesses.
- Whether there is an immediate threat to employee safety.
- Any actions already taken to address the situation.
- Any additional information that may assist the District in evaluating the report.

Employees shall immediately contact 911 whenever a workplace violence incident presents an imminent threat to life or safety. Emergency response procedures are addressed in the Emergency Response section of this Plan and the District's Emergency Action Plan (EAP). Upon receipt of a report, the supervisor, manager, or Safety & Compliance Analyst shall promptly evaluate the reported concern, implement interim protective measures when necessary, and ensure the appropriate personnel are notified. Workplace violence incidents requiring formal investigation shall be documented using the Workplace Violence Incident Report provided in Appendix A. Additional witness statements or supporting documentation shall be attached to the report, as applicable.

Reports shall be handled as confidentially as practicable while allowing the District to conduct a thorough investigation and comply with applicable legal and regulatory requirements.

M. Emergency Response

The safety of employees is the District's highest priority during any workplace violence emergency. Employees shall not place themselves or others at additional risk when responding to a workplace violence incident. Employees shall immediately remove themselves from danger, when it is safe to do so, and contact emergency services whenever a workplace violence incident presents an imminent threat to life or safety.

During a workplace violence emergency, employees shall:

- Call 911 immediately whenever there is an imminent threat of violence, serious injury, or any other life-threatening emergency.
- Notify their supervisor or another member of management as soon as it is safe to do so.

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

- Follow the instructions of emergency responders and District management.
- Remain at, or return to, a safe location until instructed otherwise by emergency responders or District management.

Employees shall follow the applicable emergency response procedures contained in the District's EAP whenever a workplace violence incident presents an immediate threat to life or safety or otherwise requires activation of the District's emergency response procedures. Following a workplace violence emergency, employees shall not re-enter the affected area until authorized by law enforcement, emergency responders, or District management.

When a workplace violence emergency requires evacuation, employees shall:

- Immediately evacuate the affected area using the nearest safe exit while avoiding the source of the threat whenever possible.
- Warn nearby employees of the danger when it is safe and practical to do so.
- Proceed to the designated assembly area for their work location.
- Report to their supervisor or emergency responders for accountability.
- Remain at the assembly area until instructed otherwise by law enforcement, emergency responders, or District management.
- Not re-enter the affected area until authorized by law enforcement, emergency responders, or District management.

When evacuation cannot be accomplished safely or employees are directed to shelter in place, employees shall:

- Immediately move to the nearest reasonably safe location.
- Lock or barricade doors when it is safe and practical to do so.
- Stay out of sight and silence mobile devices, when practical.
- Remain sheltered until law enforcement, emergency responders, or District management indicate it is safe to leave.
- Follow the instructions of law enforcement and emergency responders at all times.

The District shall immediately respond by providing first aid and emergency care to the injured employee(s) and by taking any measures necessary to prevent other employees from being injured. The District shall ensure that any injured employees receive prompt medical evaluation and treatment and that injured employees are provided transportation to receive medical care, if such care is not provided on site.

The District shall immediately report to Cal/OSHA any serious injury or illness or death of an employee that is attributable to workplace violence.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

N. Incident Investigation

The District shall promptly investigate all reported workplace violence incidents to determine the circumstances of the incident, identify contributing factors, determine root cause(s), and implement corrective actions to prevent recurrence. Investigations shall be conducted as soon as practicable while information is readily available and witnesses are available for interview.

The Safety & Compliance Analyst shall coordinate investigations involving workplace violence hazards, workplace conditions, root cause analysis, and corrective actions. Human Resources shall coordinate the personnel aspects of investigations involving employee conduct, personnel matters, or disciplinary actions, as appropriate. Investigations may be conducted jointly when both workplace safety and personnel matters are involved.

Incident investigations shall, as applicable:

- Document the circumstances surrounding the workplace violence incident.
- Identify the individuals involved and any known witnesses.
- Evaluate the workplace violence hazard(s) or contributing factors associated with the incident which includes, but are not limited to:
 - Reviewing security footage.
 - Collection of photographic or video evidence of damage or injuries.
 - Examining the workplace for security risk factors associated with the incident.
 - Obtaining any reports completed by law enforcement.
- Assess any Threat of Violence, identifying as applicable:
 - The exact nature and context of the threat and/or threatening behavior.
 - The identified target.
 - The person's apparent motivation.
 - The person's ability to carry out the threat.
 - The person's background, including work history, criminal record, mental health history, and past behavior on the job.
- Determine the root cause(s) of the incident, when feasible.
- Identify and implement corrective actions necessary to eliminate or reduce the likelihood of recurrence.
- Document investigation findings using the Workplace Violence Incident Report provided in Appendix A, together with any supporting documentation or witness statements.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

Investigation findings shall be reviewed to identify trends, evaluate the effectiveness of corrective actions, and determine whether revisions to this Plan or additional employee training are necessary.

Following an investigation, the District may take the following measures, as applicable:

- Notify the affected employees of the general results of the investigation, while protecting the privacy of affected employees.
- Collaborate with the Safety Committee to recommend corrective action.
- Implement changes in Engineering Controls, procedures, or policies, if applicable.
- Establish updated Work Practice Controls, if necessary.

The District shall not take adverse action against any employee who reports Workplace Violence or who participates in any investigation of Workplace Violence based on such conduct.

O. Violent Incident Log

The District shall maintain a Violent Incident Log (Appendix C) for every workplace violence incident, as required by applicable California law. The Violent Incident Log shall be maintained by the Safety & Compliance Analyst and used to identify workplace violence trends, evaluate the effectiveness of corrective actions, and support the continuous improvement of this Plan.

- The Violent Incident Log shall include, as applicable:
- The date, time, and location of the incident.
- The type of workplace violence (Type 1, Type 2, Type 3, or Type 4, as defined in Appendix B).
- A description of the incident.
- A classification of the perpetrator, when known.
- The circumstances surrounding the incident, including contributing factors or workplace violence hazards.
- The consequences of the incident, including whether injuries occurred.
- Corrective actions implemented to prevent recurrence.
- Any other information required by applicable law.

Personal identifying information shall not be included in the Violent Incident Log unless required by law. The District shall maintain the confidentiality of employees and other individuals to the extent practicable while complying with applicable legal and regulatory requirements.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

The Violent Incident Log shall be reviewed periodically to identify trends, recurring workplace violence hazards, and opportunities to improve workplace violence prevention measures.

The District shall retain records of the Violent Incident Log for a minimum of five (5) years.

P. Plan Review and Revision

The District, through the Safety & Compliance Analyst shall coordinate a review of the effectiveness of this Plan:

- When the WVPP is first established;
- After each Workplace Violence incident;
- Whenever the District is made aware of a new or previously unrecognized hazard;
- and annually

Q. Recordkeeping

The District shall maintain records necessary to demonstrate implementation of this Plan and compliance with applicable workplace violence prevention requirements. All records shall be maintained in accordance with the District's Records Retention Policy and applicable regulatory requirements.

Records maintained under this Plan include, as applicable:

- Workplace violence hazard assessments.
- Workplace violence incident investigations and supporting documentation.
- Workplace violence prevention training records.
- The Violent Incident Log.
- Plan reviews and revisions.
- Other records required by this Plan or applicable law.

R. Training

Training is an essential component of the Stockton East Water District Workplace Violence Prevention Plan and shall be provided to all employees. Training shall be provided upon appointment, annually thereafter, whenever a new or previously unrecognized workplace violence hazard has been identified, and whenever changes are made to this Plan.

Employees shall be instructed in workplace violence prevention procedures in accordance with this Plan, applicable regulatory requirements, and the District's Emergency Action Plan (EAP).

STOCKTON EAST WATER DISTRICT POLICY MANUAL

Training shall be documented in accordance with the District's Records Retention Policy, this Plan, and applicable regulatory requirements.

DRAFT

STOCKTON EAST WATER DISTRICT POLICY MANUAL

S. Appendix A – Workplace Violence Report Form

WORKPLACE VIOLENCE INCIDENT REPORT

To be completed by the individual investigating the incident. Return completed form within 2 days following incident to the Administration Department. **Attach witness statements to this form.**

Date of Incident:	Time:
Address/Location of Incident:	
Workplace Violence Classification: ☐ Type 1 – Criminal Intent ☐ Type 2 – Customer/Client ☐ Type 3 – Worker-on-Worker ☐ Type 4 – Personal Relationship	

Individuals involved in the incident (use additional sheet(s) if necessary)

Name:	Name:
☐ Victim or ☐ Assailant	☐ Victim or ☐ Assailant
Title:	Title:
Division:	Division:
Phone:	Phone:
Immediate Supervisor:	Immediate Supervisor:

Assailant Relationship to Employee

☐ Co-worker	☐ Former Employee
☐ Other (specify)	

Nature of Incident

☐ Stalking
☐ Engaging in actions intended to frighten, coerce, or induce duress
☐ Destruction of Property
☐ Physical Assault - Hitting, fighting, pushing, or shoving

STOCKTON EAST WATER DISTRICT POLICY MANUAL

☐ Armed Assault - Use of object as weapon (specify)
☐ Armed Assault - Use of weapon such as gun, knife, etc. (specify)
☐ Verbal Harassment
☐ Sexual Harassment
☐ Other (specify)

Victim Injury (Check all that apply)

☐ Physical injury
☐ Physical Injury - Medical care required

Initial Response or Follow up Activity: (Check all that apply)

☐ Situation defused	☐ Occupational Medicine notified
☐ Security called	☐ Law Enforcement notified If Yes, Name of Agency and Report Number:
☐ Other (specify)	☐ Employee Assistance Program referral

Describe Incident in Detail

Provide a detailed description of the incident based on the investigation. Include what occurred, where the incident took place, who was involved, witness statements, observations made during the investigation, and any other relevant information.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

Investigation Findings

Summarize the investigation findings, including contributing factors, root cause(s), and any workplace conditions or circumstances that contributed to the incident.

Corrective Actions

Describe the corrective action(s) implemented or recommended to eliminate or reduce the likelihood of recurrence.

List Names of Other Witnesses

Signature

Date

Person Receiving Witness Statement

Date

Routing

Yes	No	Name	Signature	Date
		Supervisor		
		Department Manager		
		Administration Department		
		General Manager		

STOCKTON EAST WATER DISTRICT POLICY MANUAL

T. Appendix B – Types of Workplace Violence

Types of Workplace Violence

California Labor Code section 6401.9 classifies workplace violence into four categories based on the relationship between the perpetrator and the workplace. These classifications are used to assist with hazard assessment, incident investigation, employee training, and completion of the Violent Incident Log.

Type 1 – Criminal Intent

Workplace violence committed by an individual who has no legitimate business at the worksite and no lawful relationship to the District or its employees.

Examples include, but are not limited to:

- Trespassing.
- Robbery or attempted robbery.
- Vandalism or property damage.
- Assault by an unknown individual.
- Criminal acts committed by unauthorized persons on District property.

Type 2 – Customer or Client

Workplace violence directed at an employee by an individual who is receiving services from, conducting business with, or otherwise interacting with the District.

Examples include, but are not limited to:

- A member of the public making threats toward District employees.
- An upset customer becoming verbally or physically aggressive.
- A contractor, consultant, vendor or other business representative becoming violent while conducting District business.
- A member of the public damaging District property during an interaction with employees.

Type 3 – Worker-on-Worker

Workplace violence committed by a current or former employee, supervisor, manager, or another individual employed by the District against another employee.

Examples include, but are not limited to:

- Verbal threats between employees.
- Physical altercations between coworkers.
- Threatening behavior by a supervisor toward an employee.
- Workplace bullying or intimidation involving threats of violence.

Type 4 – Personal Relationship

Workplace violence committed by an individual who has or had a personal relationship with an employee but no legitimate business relationship with the District.

Examples include, but are not limited to:

- Domestic violence occurring in the workplace.
- A current or former spouse or dating partner making threats toward an employee while at work.
- Stalking of an employee at a District facility by someone with a personal relationship.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

U. Appendix C – Workplace Violence Incident Log (Sample)

Note: This template is provided for illustration purposes only. The official Workplace Violence Incident Log is maintained separately by the Safety & Compliance Analyst. Additional investigation records, witness statements, photographs, and supporting documentation shall be maintained with the corresponding Workplace Violence Incident Report.



STOCKTON EAST WATER DISTRICT Workplace Violence Incident Log Template

Incident No.	Date & Time	Location	Type of Workplace Violence (Type 1-4)	Perpetrator Classification	Brief Description of Incident	Contributing Factors / Workplace Violence Hazards	Injuries (Yes/No)	Corrective Action(s)	Date Closed

DATE: October 6, 2026

AGENDA ITEM NO. D-4

TITLE: Cancellation of Agricultural Lease with Carna Farming, Inc. and New Agricultural Lease with Lagorio Brothers – North Site Property

SUBJECT: Consideration of Cancellation of the Agricultural Lease Agreement with Carna Farming, Inc. and Recommendation to the Board of Directors to Enter a New Agricultural Lease with Lagorio Brothers for the North Site Property

Executive Summary

Carna Farming, Inc. has leased the Stockton East Water District's (District) ±113-acre North Site Property on a year-to-year agricultural lease since January 2024. Carna Farming has requested that farming operations continue instead under a related entity, Lagorio Brothers, which requires cancelling the existing lease and approval of a new one. Staff has also identified an ongoing security concern involving uncontrolled access to secured areas of the water treatment plant campus, which is tied to agricultural operations on the parcel generally and is not resolved by a change in lessee alone. Staff recommends the Committee recommend that the Board of Directors authorize cancellation of the Carna Farming lease and provide staff direction for a new lease with Lagorio.

Background

The District has leased the ±113-acre North Site Property (6833 E. Main Street and 6700 E. Copperopolis Road, Stockton) to Carna Farming, Inc. under a 2024 Agricultural Lease since January 1, 2024. The lease renews automatically on a year-to-year basis unless either party gives 90 days' written notice of non-renewal and requires cash rent of \$400 per acre for cash crops or \$200 per acre for cereal grains. Carna Farming has asked that farming operations continue instead under Lagorio Brothers, a related entity whose principal, Brett Lagorio, is also Carna Farming's President. Because Lagorio Brothers is a separate legal entity, this change cannot be accomplished as a renewal; it requires cancelling the existing lease and entering into a new lease directly with Lagorio Brothers.

Summary

In accordance with the terms of the existing lease agreement between the District and Carna Farming, the District should provide written notice of non-renewal by October 2, 2026. A new lease agreement may then be executed with Lagorio Brothers, using the same terms and conditions as the 2024 agreement. Alternatively, the existing lease agreement can remain in effect, and the District may authorize annually the assignment of the lease from Carna Farming to Lagorio Brothers, as has been the practice for the past two years. Although improper compared to executing a new lease between the appropriate parties, the existing lease does allow for assignment with the District's approval.

Concurrent with consideration of the new lease agreement, staff requests the committee consider continued uncontrolled access to the water treatment plant campus. Staff identified an ongoing security concern relevant to this item: unknown parties have access to secured areas of the water treatment plant campus in connection with farming activity

on the North Site Property. This exposure is tied to the presence of agricultural operations on the site, not to the identity of the lessee.

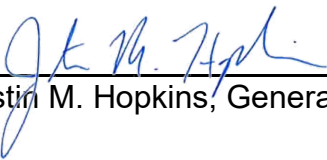
Financial Impact

At current lease rates, the North Site Property generates estimated annual cash rent of approximately \$22,600 to \$45,200 depending on crop mix, with the lessee bearing all farming, maintenance, insurance, and water/utility costs. A mutual termination timed to the end of the current term is not expected to require crop-compensation payments to Carna Farming.

Recommendation

Staff recommends the Board of Directors to authorize cancellation of the existing Agricultural Lease with Carna Farming, Inc., consider the security concerns with continued uncontrolled access to the water treatment plant, and provide direction to staff for Board authorization of a new agricultural lease for the North Site Property with Lagorio Brothers.

Staff Responsible for Report


Justin M. Hopkins, General Manager

Date: 10/06/26

Attachments

1. 2024 Agricultural Lease Agreement between Stockton East Water District and Carna Farming, Inc. (executed January 31, 2024)
2. Draft Lease Agreement Termination Letter
3. Draft new agricultural lease with Lagorio Brothers

2024 AGRICULTURAL LEASE

1. **Parties.** This 2024 Agricultural Lease ("**Lease**") is entered into this 31st day of January, 2024 by and between STOCKTON EAST WATER DISTRICT ("**Lessor**" or "**Owner**"), and CARNA FARMING, INC., A CALIFORNIA CORPORATION, ("**Lessee**").

2. **Property.** Lessor owns that real property, and upon and subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property located at 6833 E. Main Street, Stockton, and 6700 East Copperopolis Road, Stockton, in the County of San Joaquin, State of California, together with all improvements located thereon excepting the building structures, as more particularly described in **EXHIBIT A** attached hereto and made a part hereof consisting of 113 acres of farmland (the "**Farm**").

3. **Term and Effective Date.**

3.1 The term of this Lease shall be effective beginning on January 1, 2024 and ending on December 31, 2024 ("**Term**"), unless sooner terminated as provided in the Lease. On the first day of the Term, Lessee shall be entitled to possession of the Farm, subject to compliance with the terms and conditions of this Lease and payment of the rent set forth in Section 4 hereof. The Term ends at midnight on the last day of the Term of the Lease unless sooner terminated as provided in this Lease.

3.2 At the expiration of the initial Term, this Agreement shall continue from year to year under its then existing conditions unless and until a party hereto gives the other no less than ninety (90) days written notice of termination prior to expiration of the initial Term or of the one year extension then in effect. Upon such 90 days notice, this Agreement shall terminate on December 31 of the year such notice is provided.

4. **Rent.** In consideration of the leasing, occupancy and use of the Farm, Lessee hereby promises and agrees to pay, yield and deliver, in addition to all other sums agreed to be paid by it under this Lease, pay all farm costs, repairs and maintenance costs, insurance costs, all irrigation assessments, irrigation water costs, utilities, and any and all other expenses to maintain the operations of the Property during the Term, cash rent in the amount of Four Hundred Dollars (\$400.00) per acre cash rent for cash crops, and Two Hundred Dollars (\$200.00) per acre cash rent for cereal grains, which shall be paid in two equal annual installments by January 31 and November 30. Lessee shall advise Owner of annual crop type with first installment and provide confirmation of crop type with second installment. All amounts above constituting "**Rent**." Lessee shall pay all Rent without setoff, deduction, counterclaim, or prior notice or demand. At the expiration of the Term, property taxes, utilities and assessments shall be prorated between Lessor and Lessee.

5. **Maintenance.** Lessee shall maintain and repair, the Farm and all improvements and structures on, approaches to, and appurtenances of the Farm and maintain them in as good order and condition as reasonable use for agricultural purposes and wear permit, damage by the elements and other causes and events beyond the control of Lessee excepted. No substitution, alteration of, or addition to the Farm or to the improvements located thereon may be made without the express,

prior written consent of Lessor, except as provided in Section 5 hereof concerning irrigation equipment. Lessee shall preserve and protect all irrigation, drainage, or pumping items and equipment and any and all appurtenances thereto situated on the Farm and shall properly lubricate, service and care for same so as to prevent undue wear and tear on the items or equipment. Lessee shall also be responsible, unless otherwise provided in this Lease, for all services, maintenance, repairs to and replacement, if necessary, of the irrigation, drainage and pumping items and equipment or appurtenances thereto, only up to the first Two Thousand and five hundred Dollars (\$2,500.00) per repair, provided the necessary repairs are not caused by Lessee's or Lessee's agents', employees' or contractors' negligence, in which case the entire cost of the repair shall be the responsibility of Lessee. Lessee shall furnish, at its sole expense, any irrigation, drainage or pumping items or equipment not included in the Farm as are necessary to the proper irrigation, drainage and operation of the Farm. All those items or equipment shall become a part of the Farm, with the exception of those items brought onto the Farm to temporarily replace a piece of equipment which has been removed for repair. Lessee shall not remove any irrigation, drainage or pumping items, equipment or appurtenances thereto from the Farm and shall return same to Lessor in good working condition. When the Farm is used for dry land farming and where no irrigation is in use or required, all irrigation requirements contained in this Lease shall be automatically eliminated.

6. **Water.**

6.1 Source. Water necessary for the irrigation of crops to be grown on the Farm during the Term shall be made available by Lessor. Water for irrigation of the Farm shall be supplied by a surface water pump located on a pond owned by Lessor on Lessor's adjacent property ("**Surface Water Pump**"). Lessor hereby grants to Lessee a license to operate the Surface Water Pump on Lessor's property upon twenty-four (24) hours prior notice to Lessor.

6.2 Groundwater. Should Lessor determine that insufficient surface water is available for Lessee's demands under this Lease, it may substitute at any time groundwater supplies upon prior notice to Lessee. Lessor and its Agents shall have the right, at its cost, to drill and install groundwater wells on the Farm.

6.3 No Warranty. Lessor makes no warranty or agreement of any kind concerning the quality of the water available to the Farm or whether drainage or irrigation of the Farm is feasible or necessary, and Lessee shall in no way hold Lessor responsible for the quality of or excess of water for any intended purposes. Lessee agrees that water or water rights related to the Farm shall be preserved and used solely in connection with the operation of the Farm. Lessee shall not remove any water from the Farm or otherwise dispose of any water, except in connection with the proper drainage of the Farm, without the express prior written consent of Lessor.

6.4 Water Supply Reductions. Although Lessor shall use all reasonable efforts to make water available to Lessee for the purposes of irrigation under this Lease, the water supply available to the Farm under this Lease may be reduced by Lessor for any of the following reasons: (i) applicable federal and state laws now in existence and as modified from time to time, affecting Lessor's rights or obligations; (ii) failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising

jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to Lessor; and (iii) any action, legislation, ruling or determination adverse to the Lessor affecting the Lease and beyond the reasonable control of the Lessor. Lessor shall make a good faith effort to oppose such reductions, but Lessee agrees that Lessor shall not be liable for reductions of water supply available under this Lease due to such causes.

7. **Condition of Farm.** Lessee has inspected the Farm and is fully familiar with the physical condition thereof, has received the same in good order and condition, and agrees that the Farm complies in all respects with the requirements of this Lease. Lessor makes no representation or warranty with respect to the condition of the Farm or its fitness or availability for any particular use, and Lessor shall not be liable for any latent or patent defect therein. Lessee shall not do or permit any act or thing which is contrary to any legal or insurance requirement, which might impair the value or usefulness of the Farm or any part thereof, or which constitutes a public or private nuisance or waste. This Lease shall be subject to any existing rights of others, including but not limited to easements, rights of way, water rights, mineral rights, oil and gas leases and restrictions on use of the Farm.

8. **Payment of Taxes and Utilities.** Property taxes on the Farm shall be paid by Lessor. Utilities, including but not limited to gas, telephone, electricity and water, rendered to and used in connection with the Farm shall be paid by Lessee. Said utilities to be paid by Lessee shall include the electricity for the Surface Water Pump, and Lessee shall provide meter readings to Lessor for the purpose of allocating such costs. Should Lessor be required to pump groundwater to meet its obligation to Lessee under Section 6 above, Lessee shall pay all electricity charges for such pumping. All costs, charges, and assessments for irrigation water at the applicable rate established by Lessor shall be paid by Lessee. Lessee shall maintain the Farm in the San Joaquin County and Delta Water Quality Coalition, and all required fees shall be paid by Lessee. All payments by Lessee required under this Section 8 shall be paid by Lessee directly, or reimbursed to Lessor within thirty (30) days of invoice by Lessor.

9. **Assignment or Sublease.** Lessee shall not sublet the Farm or any part thereof, assign this Lease in whole or in part, or in any way encumber this Lease or the Farm without Lessor's prior written consent. Lessor may assign this Lease, in whole or in part, and shall thereupon be released of all duties and obligations under this Lease. Upon a termination of Lessor's leasehold interest in the Farm for any reason, Lessee shall agree to and accept Owner or its assignee as the lessor for the balance of the Term remaining under this Lease, subject to all the terms and conditions of this Lease, on condition that Owner shall perform all of Lessor's obligations under this Lease from and after the date of termination of Lessor's leasehold interest in the Farm.

10. **Operations and Good Farming and Husbandry Practices.**

10.1. **Use of the Farm.** Lessee shall use due diligence and farming practices, consistent with the highest-quality farming practices in the county where the Farm is located, in all aspects pertaining to the growing, storing and marketing of the crops and in the general conduct of operations and use of the Farm. Lessee shall operate and use the Farm for the sole purpose of

conducting an agricultural operation under the terms and conditions provided in this Lease. Lessee shall, in due and proper season, perform all work required and essential in a good and workmanlike manner as will be conducive to the very best results to be had and obtained by a high-quality system of husbandry and farming. If this Lease covers permanent crops, Lessee shall care for, protect and maintain the crops in a good and workmanlike manner consistent with the highest-quality farming practices in the county where the Farm is located.

10.2. Equipment, Tools, Seeds, and Labor. Lessee shall use and furnish, at its sole expense, high-quality equipment, tools, seeds and labor proper or necessary to a top-quality husbandry and farming operation on the Farm.

10.3. Pests, Diseases, Weeds and Erosion. Lessee shall use all diligence by the best means known for the controlling and curing of pests and diseases which hinder and menace growing crops, supply and use all required means to rid the Farm of same, and keep the Farm and crops thereon free from all types of weeds. Lessee agrees to adopt low-input sustainable agricultural practices with respect to the Farm when said practices can be implemented without any adverse impact on the investment returns from the Farm. Lessee shall take reasonable care to prevent soil erosion by strip-cropping and contouring, as well as by filling in or otherwise controlling small washes or ditches that may form on the Farm. Lessee shall keep in good repair all terraces, open ditches and inlets and outlets of tile drains and shall preserve all established watercourses or ditches, including grass waterways, situated or lying on the Farm. Before performing any drainage work, Lessee agrees to check with the county F.M.S. office in regard to the wetland status of the area affected and obtain prior approval for the drainage work to be performed. Lessee shall cut and remove or spray and destroy all noxious weeds before they revert to seed and shall cut and spray all other weeds and grasses growing on the Farm, in the fields, farmstead, roadsides, irrigation ditches and fence rows; and in all other respects, shall attend to the care and maintenance of the Farm in a good and prudent manner. Lessee shall obtain any burning permits necessary in compliance herewith. If the Farm contains any Highly Erodible Land (HEL) as determined by the local F.M.S. office, Lessee agrees to farm the Farm in a manner as to comply with the stated conservation plan.

10.4. Removal of Crop Residue. Lessee shall not, without the prior written consent of Lessor, burn or otherwise remove cornstalks or other crop residue resulting from the conduct of its farming and agricultural operations on the Farm; but shall, as soon as practicable, attend to the spreading of all crop residue, manure, straw and the like upon those fields which have been specified and agreed upon by Lessor.

11. Inspection. Lessor or Owner, or their authorized representatives or assignees, may enter the Farm at any time for the purpose of inspecting same or for the purpose of doing any work and taking any action thereon as may be necessary or appropriate for the purpose (but nothing contained in this Lease shall create or imply any duty on the part of Lessor or Owner or their assignees to make any inspection or do any work) and for the purpose of showing the Farm to prospective purchasers. Entry for the purposes specified herein shall not constitute an eviction of Lessee nor termination of this Lease. At all times, Lessor shall have access to the Farm and to all reports, records, and information of the Lessee in respect thereto, for the purposes of inspecting, determining, and ascertaining that all of the requirements of the Lease and the Exhibits hereto have

been fulfilled; including, without limitation, the operation and maintenance procedures, and the public liability insurance requirements. Lessee shall maintain accurate and complete records of its operations on the Farm and make them available at any time for inspection and examination by Lessor. Lessee agrees to provide information as requested by Lessor with regard to fertilizer used, tillage practices, acreage reports, chemical usage, and crop yields in a timely manner.

12. **Legal Requirements.** Lessee, at its expense, shall promptly and diligently comply with all legal requirements pertaining to the operation of the Farm and the farming thereof.

12.1. **Permits, Licenses, Franchises, and Other Authorizations.** Lessee, at its expense, shall promptly and diligently procure, maintain and comply with all permits, licenses, franchises and other authorizations which are now or at any time hereafter may be required for the use and operation of the Farm contemplated hereby.

12.2. **Compliance with Laws.** Lessee, at its expense, shall promptly and diligently comply strictly and in all respects with any and all current and future federal, state, and local laws, statutes, rules, regulations and ordinances, orders, judgments, decrees, injunctions, authorizations, directions, and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers as amended and modified from time to time which are now, or at any time hereafter, may be applicable to the operation of the Farm and the farming thereof, including but not limited to full compliance with government F.S.A. programs and with federal, state, and local common law.

12.3. Lessee agrees to pay, at Lessee's sole costs and expense, all claims, fines, penalties and damages that may in any manner arise out of, or be imposed upon, the Farm because of the failure of Lessee to comply with the provisions of this Section 12, and Lessee hereby agrees to indemnify, save and hold Lessor harmless for any damage, injury, or claim, imposed or recovered by reason of any breach of this Section 12 by Lessee. The obligations of Lessee under this Section 12 shall survive any termination of this Lease.

13. **Indemnification and Insurance.** Lessee shall protect, indemnify and hold harmless Lessor and Owner from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, incurred by, or asserted against Lessor, Owner, or the Farm by reason of the operations conducted by Lessee on the Farm or as a result of any failure on the part of Lessee to perform or comply with any of the terms of this Lease. The obligations of Lessee under this section shall survive any termination of this Lease. During the Term of this Lease, Lessee, at its sole cost, shall maintain comprehensive liability and property damage insurance on the premises in the amount of One Million dollars (\$1,000,000.00) combined single limit per occurrence. This insurance shall include hired and non-owned auto coverage and shall name Lessor and Owner as additional insured. This insurance will operate as primary insurance. The insurance policies shall name Owner and Lessor (or their assignees) as additional insureds as their respective interests appear and shall include an effective waiver by the carrier of all rights of subrogation against any named insured of the insured's interest in the Farm or any income derived from the Farm and shall provide that insurance proceeds shall be payable for the benefit of Owner and Lessor (or their assignees),

and Lessee as their respective interests may appear. The insurance policies shall also provide that any losses shall be payable, notwithstanding any act or failure to act or negligence of Owner, Lessor, Lessee, or any other person, corporation or other business entity and that no cancellation, reduction in amount or material change in coverage shall be made effective until at least thirty (30) days after receipt by Lessor and Lessee of written notice thereof. All policies shall be executed with carriers with A.M. Best rating of B+ or higher. Documentation of all coverages, including additional insured certificates and endorsements, shall be provided to Lessor by Lessee. Lessee also agrees to carry Workers Compensation Insurance and Employers Liability to the extent required by law at all times during the Term of this Lease.

14. **Waste and Protection of the Farm.** Lessee shall not commit or permit waste or strip, shall supervise the Farm at all times, and shall exercise every best effort to prevent theft, vandalism and other damage to the Farm.

15. **No Claims Against Lessor, Etc.** Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services; the furnishing of any materials or other property in respect of the Farm or any part thereof; nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in a fashion as would permit the making of any claim against Lessor, it being understood and agreed that the relationship between the parties hereunder shall consist solely as that of landlord and tenant (Lessor and Lessee); and in no event and under no circumstances shall the relationship be considered or construed as an agency, partnership, joint venture, or any similar relationship.

16. **Defaults, Termination, Repossession and Reletting.** If any Event of Default, as defined below, shall have occurred and be continuing, Lessor, whether or not the Term shall have terminated pursuant to this Section 16, may enter upon and repossess the Farm or any part thereof by summary proceeding, ejection or otherwise, and may remove Lessee and all other persons and any and all property therefrom. Lessor shall be under no liability for or by reason of any entry, repossession or removal. At any time or from time to time after the repossession of the Farm or any part thereof, whether or not the Term shall have been terminated pursuant to this Section 16, Lessor may (but shall be under no obligation to) relet the Farm or any part thereof for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for the Term and on the conditions and for the uses as Lessor in its uncontrolled discretion, may determine and may collect and receive the rents therefor. Lessor shall not be responsible or liable for any failure to relet the Farm or any part thereof or for any failure to collect any rent due upon any reletting. Lessee shall reimburse Lessor for all costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses) occasioned by any default by Lessee under this Lease. The following events ("**Events of Default**") constitute a default under this Lease:

16.1. **Failure to Pay Rent.** Lessee fails to pay any rent when and as same becomes due and payable;

16.2. **Failure to Comply with Other Terms of this Lease.** Lessee fails to perform or comply with any of the other terms hereof, and the failure continues for more than ten (10) days after notice

thereof from Lessor and Lessee has not within that period commenced with due diligence and dispatch the curing of the default;

16.3. Insolvency. Lessee either:

16.3A. makes a general assignment for the benefit of creditors;

16.3B. admits in writing the inability to pay debts as they become due;

16.3C. files a petition in bankruptcy;

16.3D. is adjudicated a bankrupt or insolvent;

16.3E. files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation.

16.3F. files an answer admitting, or fails seasonably to contest, the material allegations of a petition filed against Lessee in any bankruptcy or insolvency proceedings;

16.3G. seeks, consents to, or acquiesces in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;

16.4. Commencement of Proceeding Against Lessee. Within ten (10) days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceeding has not been dismissed; or within ten (10) days after the appointment, without the consent or acquiescence of Lessee, or any trustee, receiver or liquidator of Lessee or of any material part of its properties, the appointment has not been vacated;

16.5. Entry of Final Judgment Against Lessee. Within ten (10) days after the entry of a final judgment for the payment of money is rendered against Lessee, the judgment has not been discharged or execution thereof stayed pending appeal; or within ten (10) days after the expiration of any stay, the judgment has not been discharged then, and in any event, Lessor at any time thereafter may give a written termination notice to Lessee; and on the date specified in the notice, this Lease shall terminate and, subject to the provisions of Section 17, the Term shall expire and terminate by limitation; and all rights of Lessee under this Lease shall cease, unless, before the specified date:

16.5A. all arrears of rent and all other sums payable by Lessee under this Lease together with interest thereon at the rate specified in Section 33 and all costs and expenses, including, without limitation, attorneys' fees and expenses, incurred by or on behalf of Lessor hereunder have been paid by Lessee; and

16.5B. all other defaults at the time existing under this Lease shall have been fully remedied to the satisfaction of Lessor.

17. **Survival of Lessee's Obligations; Damages.** No expiration or termination of this Lease or the Term pursuant to Section 16 or by operation of law, or otherwise, and no repossession of the Farm or any part thereof pursuant to Section 16, or otherwise, shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive the expiration, termination or repossession. In the event of any expiration, termination or repossession, Lessee shall pay to Lessor all rents and other sums required to be paid by Lessee up to the time of the expiration, termination or repossession; and thereafter Lessee (until the end of what would have been the Term in the absence of the expiration, termination or repossession and whether or not the Farm or any part thereof shall have been relet) shall be liable to Lessor for and shall pay to Lessor as liquidated and agreed current damages for Lessee's default all rent and other sums which would be payable under this Lease by Lessee in the absence of the expiration, termination or repossession LESS all net rents collected by Lessor from any reletting effected for the account of the Lessee pursuant to Section 16, after deducting from the proceeds all of Lessor's expenses in connection with the reletting (including, without limitation, all repossession costs, brokerage commissions, legal and accounting expenses, attorney's fees and expenses, employees' expenses, promotional expenses, and expenses of preparation for the reletting). Lessee shall pay current damages annually on the rent payment dates applicable in the absence of the expiration, termination or repossession; and Lessor shall be entitled to recover the same from Lessee on each applicable date.

18. **Performance on Behalf of Lessee.** In the event that Lessee shall fail to make any payment or perform any act required hereunder to be made or performed by Lessee, then Lessor may, but shall be under no obligation to, after notice to Lessee as may be reasonable under the circumstances, make a payment or perform an act with the same effect as if made or performed by Lessee. Entry by Lessor upon the Farm for the above purpose shall not waive or release Lessee from any obligation or default hereunder. Lessee shall reimburse, with interest at the rate specified in Section 33, Lessor for all sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any act which Lessee fails to perform as required by this Lease.

19. **Quiet Enjoyment.** Lessor covenants with Lessee that upon Lessee's entry onto the Farm and Lessee's performance of each of the terms and conditions of this Lease, Lessee shall have full freedom and use of the Farm in accordance with the terms hereof.

20. **Remedies.** Each right, power and remedy of Lessor provided in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute; and the exercise or beginning of the exercise by Lessor of any one or more of the rights, powers, or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights, powers or remedies.

21. **Waiver.** No failure by Lessor or Lessee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default thereof, and no

submission by Lessee or acceptance by Lessor of full or partial rent during the continuance of any default, shall constitute a waiver of any default or any term. No waiver of any default shall affect or alter this Lease which shall continue in full force and effect or affect the respective rights of Lessor or Lessee with respect to any other then-existing or subsequent default.

22. **Notices.** All notices, demands, consents, approvals and requests given by either party to the other under this Agreement shall be in writing and shall be sent to the parties at the address set forth below, or to the address as shall be supplied in writing by either party to the other. Notices shall be either (I) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth herein, in which case they shall be deemed delivered on the date of first attempted delivery to said offices; (ii) sent by facsimile or electronic mail, in which case they shall be deemed delivered on the date sent, if sent during normal business hours, or on the next business day, if sent outside normal business hours, if such notices sent by facsimile or electronic mail are also sent by overnight courier within one (1) business day after transmission; (iii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail, or (iv) sent in any manner other than as set forth in subsections (i) through (iii) above, in which case they shall be effective when actually received by the party to whom such notices are given. The addresses and addressees may be changed by giving notice of such change in the manner provided for above:

To Lessor: Stockton East Water District
Attention: General Manager
PO Box 5157
Stockton, CA 95205
Phone: 209.948.0333
Email: jhopkins@sewd.net

To Lessee: Carna Farming, Inc.
Attention: Brett Lagorio, President
18600 Tobacco Road
Linden, CA 95236
Phone: 209.887.2141
Email: lagoriobros@verizon.net

23. **Provisions Subject to Applicable Law/Severability.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Lease invalid or unenforceable. If any term of this Lease shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Lease shall in no way be affected thereby. This Lease shall be governed by and construed according to the laws of the state where the Farm is located.

24. **Conveyance by Lessor.** In case the original or any successor Lessor shall convey or otherwise dispose of its interest in the Farm, it shall thereupon be released from all liabilities and

obligations of Lessor under this Lease; and the liabilities and obligations shall be binding solely on the then Lessor of the Farm.

25. **Lessor's Liens.** A crop lien is hereby established for the benefit of Lessor for any unpaid rentals. In connection therewith, Lessee agrees to execute a security agreement and financing statement if same is required by Lessor. Lessor shall be entitled to and shall have a valid claim and lien against Lessee to recover for all money advanced for employment of labor or otherwise advanced to protect Lessor against any loss due to Lessee's failure to fulfill and perform or carry out the conditions and agreements. No lien created by Lessee shall ever be or become prior to Lessor's claim and lien. Lessor shall have a valid first lien on the share of crops of Lessee, for the rent and for damages due Lessor under the terms and conditions of this Lease.

26. **Minerals.** All coal, oil, gas, minerals and mineral rights in, on or underneath the surface of the Farm or any part thereof have been reserved to Owner or its assignee and are not covered by this Lease. Owner or its assignee has the right to enter in and upon the surface of the Farm to have, use and enjoy so much of the Farm as shall be required to prospect and explore for, develop and produce from the Farm or any part thereof. In addition, Owner or its assignee may use as much of the Farm as shall be required for roads, buildings, tanks, pipe lines, fixtures and equipment in connection therewith and desired to be placed on the Farm, all of which shall be done as a reserved right and without opposition or hindrance from the Lessee, as fully and completely as if this Lease had not been made. At the time of the possession for the above purposes, if the land has been prepared for crops, or if a crop is growing thereon, then Lessee shall be reimbursed for any damages resulting to it from the loss of use of the Farm; and the rent shall be proportionately reduced for any subsequent years remaining under the Term. If the Farm has not been prepared for a crop, then it shall be subject to occupancy as reserved land under the direction of Owner or its assignee for its use and occupancy and, in that event, Lessee shall make no claim for damages against Lessor or Owner or their assignees, provided that the rent shall be proportionately reduced.

27. **Conservation Damage or Destruction.** Lessee, in the operation and use of the Farm for the purposes set forth herein, shall not cause, consent to, or in any way or manner, allow any act or practice to be perpetrated upon the Farm which would ultimately result in damage to or destruction of a conservation practice.

28. **Hazardous Materials.**

28.1. **Use of Hazardous Materials and Indemnification.**

28.1A. Lessee covenants that it shall not cause or permit any Hazardous Material to be generated, stored, used, treated, handled, processed, transferred, transported or disposed of or otherwise released on the Farm by Lessee, its agents, employees, or contractors without the prior written consent of Lessor. In no event shall Lessee allow or otherwise authorize discharge or release of any Hazardous Materials to any sewer, storm water system, stream, or other unauthorized point, on the Farm.

28.1B. If Lessee breaches the obligations stated in Section 28.1.A, or if contamination of the Farm by Hazardous Material occurs as a result of the action or inaction of Lessee, its agents, employees, or contractors, then Lessee shall indemnify, defend, and hold Lessor and Owner and their assignees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, damages and expenses suffered or incurred by Lessor or Owner, as the owner of the Farm, by virtue of any assertion of Federal or State lien or claim brought or filed against Lessor and/or Owner or their assignees or the Farm, diminution in value of the Farm, damage arising from any adverse impact on marketing of the Farm, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of the contamination.

28.1C. The indemnification of Owner and Lessor and their assignees by Lessee, includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up or remediation work required by any federal, state or local governmental agency because of Hazardous Material(s) present in the soil or groundwater on or under the Farm. In the event of any contamination of the Farm or release or disposal of any quantity of hazardous material(s) on the Farm, Lessee shall promptly notify Owner and Lessor, shall comply with all applicable laws, and shall promptly take all actions, in accordance with the provisions of all applicable environmental laws, at its sole expense, as are necessary to return the Farm to the condition existing prior to the presence of any Hazardous Material(s) on the Farm. Lessee shall receive certification from the appropriate state environmental agency that the Farm, and any other affected property, has been cleaned up to the satisfaction of the agency. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

28.1D. Lessee shall be unconditionally and absolutely liable for all losses and damages sustained by Owner and Lessor and their assignees as a result of any breach of, or the failure by Lessee to perform under, any environmental representation, warranty, covenant, obligation and indemnification provided in this Lease. Lessee shall pay any costs, expenses, claims, damages and attorney's fees due under this Section regardless of whether the amounts occur pre-petition or post-petition after the filing for any bankruptcy or reorganization relief under state or federal laws.

28.2. Hazardous Materials Definition. As used herein, "Hazardous Materials" means:

28.2A. any hazardous or toxic substance, material or waste, including, but not limited to, any substance, product, or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., all as amended; or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

28.2B. any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, equitable indemnity, or strict liability or under any reported decisions of a state or federal court.

28.3. Disclosure. At the commencement of this Lease and annually thereafter, Lessee covenants to disclose to Lessor the names and amounts of all Hazardous Materials, or any combination thereof, which are or will be generated, stored, used or disposed of on the Farm. Lessee shall promptly provide Owner and Lessor with all notices and other communications received from any federal, state, and local department and/or agency which enforces and administers environmental laws.

28.4. Inspection. Owner, Lessor and their agents and assignees shall have the right, but not the duty, to inspect the Farm at any time to determine whether Lessee is complying with the terms of this Section 28. If Owner or Lessor or their agents or assignees determine that Lessee is not in compliance with this Section 28, Owner and Lessor and their agents and assignees may immediately enter the Farm to remedy, at Lessee's sole expense, any contamination of Hazardous Material(s) caused by Lessee's failure to comply with applicable laws and to take any and all other actions Owner or Lessor deems necessary to cure the failure of compliance, notwithstanding any other provision of this Lease. Lessee shall immediately reimburse Lessor or Owner or their assignees for any amounts paid by them together with interest thereon at the maximum rate allowed by applicable state law from the date of the payment. Entry by Owner or Lessor or their assignees upon the Farm for the above purpose shall not waive or release Lessee from any obligations or default hereunder.

28.5. Default. Any default under this Section 29 shall be an Event of Default enabling Lessor to exercise any of the remedies set forth in this Lease. The terms of this Section 29 shall survive the termination of this Lease.

29. Lessor's Right of Termination. Notwithstanding the foregoing, Lessor may terminate this Lease at any time, and from time to time, as to all or any part of the leased Farm by sending or giving to Lessee thirty (30) days prior written notice of its election to do so; provided that Lessor shall pay Lessee for fertilizing, soil preparation, planting, weed-spraying, and cultivation at the average custom rate as published by the nearest State University or the county extension office of the county where the Farm is located, whichever is the most recent. In addition, Lessee shall be reimbursed for Lessee's direct costs, such as seed, fertilizer, and chemicals, but not for gasoline or lubricants. Lessee shall be paid a fair and reasonable compensation for growing crops. In the event of a sale by Owner of the Farm during the Term and the desire by the purchaser thereof for immediate possession of the Farm, Lessee hereby agrees to surrender possession and terminate the Lease within thirty (30) days of notice from Lessor to Lessee of the sale, upon payment to Lessee of the amounts specified above. If Lessee and Lessor (or Owner's purchaser in the event of a sale of the Farm) cannot agree as to the amount of compensation, then the compensation for growing crops shall be determined by three (3) disinterested appraisers experienced in agricultural and husbandry operations and properties, one of whom shall be appointed by Lessee, one appointed by Lessor (or the Purchaser of the Farm if a sale is involved), and one selected by both Lessee and

Lessor (or by both Lessee and the Purchaser if a sale is involved). In the event the appraisers cannot agree upon compensation to Lessee, Owner shall determine the compensation; and same shall be binding upon Lessee. Lessor reserves to itself, its agents, employees, or assigns the right, after the end of the thirty (30) day notice period, to sow (after severance of crops), to seed, or to apply fertilizers and to do other field work.

30. **Next Year's Crop.** Before Lessee prepares seedbed, fertilizes or plants crops to be harvested in the next year, Lessee and Lessor must sign a new lease for the next crop year. Any default, as defined in Section 16 of this Lease, for the remaining Term shall, in Lessor's sole discretion, render the new lease signed for the next year null and void.

31. **End of Lease Term.** Upon expiration or other termination of this Lease, Lessee shall immediately quit and surrender to Lessor the Farm in good order and condition, ordinary wear and tear excepted, and shall remove all of Lessee's equipment. Lessee shall restore any damage to the Farm caused by the removal of Lessee's equipment. No holding over shall be permitted without Lessor's prior written consent.

32. **Interest.** All past due rent and all other sums payable by Lessee under this Lease shall accrue interest of ten percent (10%) per annum from the date due or the date incurred by Lessor, as applicable.

33. **Miscellaneous.**

33.1 **Entire Agreement.** This Lease supersedes any prior agreement and contains the entire agreement of the Parties on the matters covered. No other agreement, statement or promise made by any party that is not in writing and signed by all of the Parties to this Lease shall be binding upon them.

33.2 **Time is of the Essence.** Time is of the essence in the performance by Lessee of the agreements and obligations as provided by this Lease.

33.3 **Severability.** If any term, covenant or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

33.4 **Governing Law.** The laws of the State of California shall govern the validity, performance, and enforcement of this Lease.

33.5 **Attorney's Fees.** In the event any action is filed to interpret, enforce or recover damages for the breach of this Lease, the prevailing party shall be entitled to recover, as an element of its cost of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing.

33.6 **Binding on Heirs.** This Lease, and its terms, is expressly intended to and shall inure to the benefit of and be binding upon the Parties, their respective heirs, personal

representatives, permitted assigns, subsequent purchasers of the Property and other successors-in-interest.

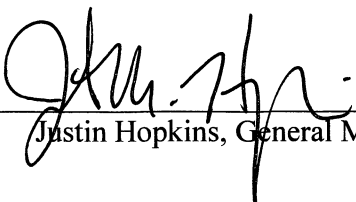
33.7 Time is of the Essence. Time is of the essence of this Lease and each and every provision hereof.

33.8 No Partnership. The Parties agree that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between the Parties or between the Parties and any other party.

33.9 Recording. Neither this lease nor a memorandum of this Lease shall be recorded.

IN WITNESS WHEREOF, the parties hereto, on the date first-above written, have caused this Lease to be executed in duplicate.

STOCKTON EAST WATER DISTRICT

By: 
Justin Hopkins, General Manager

CARNA FARMING, INC., a California Corporation

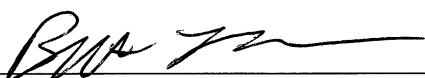
By: 
Brett Lagorio, President

EXHIBIT A

Legal Description

That certain real property situated in the County of San Joaquin, State of California, described as follows:

PARCEL ONE:

The Southeast $\frac{1}{4}$ of Section 65 and the Southwest $\frac{1}{4}$ of Section 75, of C. M. WEBER GRANT, lying West of Security Tract.

EXCEPT: (a) portion conveyed to Raymond S. Miller and Ardelle Wright Miller, his wife, by Deed recorded October 18, 1935, in Vol. 511 of Official Records, Page 270 and (b) portion conveyed to the Stockton-East Water District, by Corporation Grant Deed dated September 25, 1978, recorded September 29, 1978, in Book 4455, Page 199, Document No. 69170, Official Records.

PARCEL TWO:

Lots 6 to 9 inclusive as shown upon Map entitled SECURITY TRACT filed for record March 3, 1914 in Vol. 8 of Maps and Plats, Page 15, San Joaquin County Records.

October 6, 2026

Carna Farming, Inc.
Attn: Brett Lagorio, President
18600 Tobacco Road
Linden, CA 95236

Re: Notice of Termination of 2024 Agricultural Lease – North Site Property

Dear Mr. Lagorio:

This letter constitutes the written notice of Stockton East Water District (the “District”) terminating that certain 2024 Agricultural Lease dated January 31, 2024 (the “Lease”), by and between the District, as Lessor, and Carna Farming, Inc. (“Carna Farming”), as Lessee, covering the District's North Site Property located at 6833 E. Main Street and 6700 East Copperopolis Road, Stockton, California, consisting of approximately 113 acres of farmland, as more particularly described in Exhibit A to the Lease (the “Farm”).

Pursuant to Section 3.2 of the Lease, this notice is given not less than ninety (90) days prior to expiration of the one-year extension term currently in effect. Accordingly, the Lease and Carna Farming's tenancy of the Farm shall terminate effective December 31, 2026.

All of Carna Farming's obligations under the Lease remain in full force and effect through the termination date, including without limitation those relating to rent, farm maintenance, insurance, and water and utility costs. Upon expiration of the Lease, Carna Farming shall immediately quit and surrender the Farm to the District in good order and condition, ordinary ‘wear and tear’ excepted, and shall remove all of Carna Farming's equipment and restore any damage caused by such removal, in accordance with Section 31 of the Lease.

As we have discussed, the District is open to negotiating a new agricultural lease for the Farm with Lagorio Brothers to commence upon expiration of the Lease. District staff will follow up separately to continue that discussion. This notice is being sent to preserve the District's rights and to comply with the notice requirements of Section 3.2 of the Lease and does not waive or foreclose those ongoing discussions.

Please feel free to contact me at (209) 948-0333 or jhopkins@sewd.net with any questions regarding this notice. The District appreciates Carna Farming's tenancy of the Farm and looks forward to a smooth transition.

Sincerely,

Justin M. Hopkins, P.E.

THIS PAGE
INTENTIONALLY
LEFT BLANK

2027 AGRICULTURAL LEASE

1. **Parties.** This 2026 Agricultural Lease ("**Lease**") is entered into this ____ day of _____, 2026 by and between STOCKTON EAST WATER DISTRICT ("**Lessor**" or "**Owner**"), and LAGORIO BROTHERS, ("**Lessee**").

2. **Property.** Lessor owns that real property, and upon and subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property located at 6833 E. Main Street, Stockton, and 6700 East Copperopolis Road, Stockton, in the County of San Joaquin, State of California, together with all improvements located thereon excepting the building structures, as more particularly described in **EXHIBIT A** attached hereto and made a part hereof consisting of 113 acres of farmland (the "**Farm**").

3. **Term and Effective Date.**

3.1 The term of this Lease shall be effective beginning on January 1, 2027 and ending on December 31, 2027 ("**Term**"), unless sooner terminated as provided in the Lease. On the first day of the Term, Lessee shall be entitled to possession of the Farm, subject to compliance with the terms and conditions of this Lease and payment of the rent set forth in Section 4 hereof. The Term ends at midnight on the last day of the Term of the Lease unless sooner terminated as provided in this Lease.

3.2 At the expiration of the initial Term, this Agreement shall continue from year to year under its then existing conditions unless and until a party hereto gives the other no less than ninety (90) days written notice of termination prior to expiration of the initial Term or of the one year extension then in effect. Upon such 90 days notice, this Agreement shall terminate on December 31 of the year such notice is provided.

4. **Rent.** In consideration of the leasing, occupancy and use of the Farm, Lessee hereby promises and agrees to pay, yield and deliver, in addition to all other sums agreed to be paid by it under this Lease, pay all farm costs, repairs and maintenance costs, insurance costs, all irrigation assessments, irrigation water costs, utilities, and any and all other expenses to maintain the operations of the Property during the Term, cash rent in the amount of Four Hundred Dollars (\$400.00) per acre cash rent for beans and other irrigated crops, and Three Hundred Fifty Dollars (\$350.00) per acre cash rent for corn, hay or wheat, which shall be paid in two equal annual installments on April 30, 2027 and October 31, 2027. All amounts above constituting "**Rent**." Lessee shall pay all Rent without setoff, deduction, counterclaim, or prior notice or demand. At the expiration of the Term, property taxes, utilities and assessments shall be prorated between Lessor and Lessee.

5. **Maintenance.** Lessee shall maintain and repair, the Farm and all improvements and structures on, approaches to, and appurtenances of the Farm and maintain them in as good order and condition as reasonable use for agricultural purposes and wear permit, damage by the elements and other causes and events beyond the control of Lessee excepted. No substitution, alteration of, or addition to the Farm or to the improvements located thereon may be made without the express, prior written consent of Lessor, except as provided in Section 5 hereof concerning irrigation

equipment. Lessee shall preserve and protect all irrigation, drainage, or pumping items and equipment and any and all appurtenances thereto situated on the Farm and shall properly lubricate, service and care for same so as to prevent undue wear and tear on the items or equipment. Lessee shall also be responsible, unless otherwise provided in this Lease, for all services, maintenance, repairs to and replacement, if necessary, of the irrigation, drainage and pumping items and equipment or appurtenances thereto, only up to the first Two Thousand and five hundred Dollars (\$2,500.00) per repair, provided the necessary repairs are not caused by Lessee's or Lessee's agents', employees' or contractors' negligence, in which case the entire cost of the repair shall be the responsibility of Lessee. Lessee shall furnish, at its sole expense, any irrigation, drainage or pumping items or equipment not included in the Farm as are necessary to the proper irrigation, drainage and operation of the Farm. All those items or equipment shall become a part of the Farm, with the exception of those items brought onto the Farm to temporarily replace a piece of equipment which has been removed for repair. Lessee shall not remove any irrigation, drainage or pumping items, equipment or appurtenances thereto from the Farm and shall return same to Lessor in good working condition. When the Farm is used for dry land farming and where no irrigation is in use or required, all irrigation requirements contained in this Lease shall be automatically eliminated.

6. **Water.**

6.1 **Source.** Water necessary for the irrigation of crops to be grown on the Farm during the Term shall be made available by Lessor. Water for irrigation of the Farm shall be supplied by a surface water pump located on a pond owned by Lessor on Lessor's adjacent property ("**Surface Water Pump**"). Lessor hereby grants to Lessee a license to operate the Surface Water Pump on Lessor's property upon twenty-four (24) hours prior notice to Lessor.

6.2 **Groundwater.** Should Lessor determine that insufficient surface water is available for Lessee's demands under this Lease, it may substitute at any time groundwater supplies upon prior notice to Lessee. Lessor and its Agents shall have the right, at its cost, to drill and install groundwater wells on the Farm.

6.3 **No Warranty.** Lessor makes no warranty or agreement of any kind concerning the quality of the water available to the Farm or whether drainage or irrigation of the Farm is feasible or necessary, and Lessee shall in no way hold Lessor responsible for the quality of or excess of water for any intended purposes. Lessee agrees that water or water rights related to the Farm shall be preserved and used solely in connection with the operation of the Farm. Lessee shall not remove any water from the Farm or otherwise dispose of any water, except in connection with the proper drainage of the Farm, without the express prior written consent of Lessor.

6.4 **Water Supply Reductions.** Although Lessor shall use all reasonable efforts to make water available to Lessee for the purposes of irrigation under this Lease, the water supply available to the Farm under this Lease may be reduced by Lessor for any of the following reasons: (i) applicable federal and state laws now in existence and as modified from time to time, affecting Lessor's rights or obligations; (ii) failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or

quantities of water otherwise available to Lessor; and (iii) any action, legislation, ruling or determination adverse to the Lessor affecting the Lease and beyond the reasonable control of the Lessor. Lessor shall make a good faith effort to oppose such reductions, but Lessee agrees that Lessor shall not be liable for reductions of water supply available under this Lease due to such causes.

7. **Condition of Farm.** Lessee has inspected the Farm and is fully familiar with the physical condition thereof, has received the same in good order and condition, and agrees that the Farm complies in all respects with the requirements of this Lease. Lessor makes no representation or warranty with respect to the condition of the Farm or its fitness or availability for any particular use, and Lessor shall not be liable for any latent or patent defect therein. Lessee shall not do or permit any act or thing which is contrary to any legal or insurance requirement, which might impair the value or usefulness of the Farm or any part thereof, or which constitutes a public or private nuisance or waste. This Lease shall be subject to any existing rights of others, including but not limited to easements, rights of way, water rights, mineral rights, oil and gas leases and restrictions on use of the Farm.

8. **Payment of Taxes and Utilities.** Property taxes on the Farm shall be paid by Lessor. Utilities, including but not limited to gas, telephone, electricity and water, rendered to and used in connection with the Farm shall be paid by Lessee. Said utilities to be paid by Lessee shall include the electricity for the Surface Water Pump, and Lessee shall provide meter readings to Lessor for the purpose of allocating such costs. Should Lessor be required to pump groundwater to meet its obligation to Lessee under Section 6 above, Lessee shall pay all electricity charges for such pumping. All costs, charges, and assessments for irrigation water at the applicable rate established by Lessor shall be paid by Lessee. Lessee shall maintain the Farm in the San Joaquin County and Delta Water Quality Coalition, and all required fees shall be paid by Lessee. All payments by Lessee required under this Section 8 shall be paid by Lessee directly, or reimbursed to Lessor within thirty (30) days of invoice by Lessor.

9. **Assignment or Sublease.** Lessee shall not sublet the Farm or any part thereof, assign this Lease in whole or in part, or in any way encumber this Lease or the Farm without Lessor's prior written consent. Lessor may assign this Lease, in whole or in part, and shall thereupon be released of all duties and obligations under this Lease. Upon a termination of Lessor's leasehold interest in the Farm for any reason, Lessee shall agree to and accept Owner or its assignee as the lessor for the balance of the Term remaining under this Lease, subject to all the terms and conditions of this Lease, on condition that Owner shall perform all of Lessor's obligations under this Lease from and after the date of termination of Lessor's leasehold interest in the Farm.

10. **Operations and Good Farming and Husbandry Practices.**

10.1. **Use of the Farm.** Lessee shall use due diligence and farming practices, consistent with the highest-quality farming practices in the county where the Farm is located, in all aspects pertaining to the growing, storing and marketing of the crops and in the general conduct of operations and use of the Farm. Lessee shall operate and use the Farm for the sole purpose of conducting an agricultural operation under the terms and conditions provided in this Lease. Lessee shall, in due and proper season, perform all work required and essential in a good and workmanlike

manner as will be conducive to the very best results to be had and obtained by a high-quality system of husbandry and farming. If this Lease covers permanent crops, Lessee shall care for, protect and maintain the crops in a good and workmanlike manner consistent with the highest-quality farming practices in the county where the Farm is located.

10.2. Equipment, Tools, Seeds, and Labor. Lessee shall use and furnish, at its sole expense, high-quality equipment, tools, seeds and labor proper or necessary to a top-quality husbandry and farming operation on the Farm.

10.3. Pests, Diseases, Weeds and Erosion. Lessee shall use all diligence by the best means known for the controlling and curing of pests and diseases which hinder and menace growing crops, supply and use all required means to rid the Farm of same, and keep the Farm and crops thereon free from all types of weeds. Lessee agrees to adopt low-input sustainable agricultural practices with respect to the Farm when said practices can be implemented without any adverse impact on the investment returns from the Farm. Lessee shall take reasonable care to prevent soil erosion by strip-cropping and contouring, as well as by filling in or otherwise controlling small washes or ditches that may form on the Farm. Lessee shall keep in good repair all terraces, open ditches and inlets and outlets of tile drains and shall preserve all established watercourses or ditches, including grass waterways, situated or lying on the Farm. Before performing any drainage work, Lessee agrees to check with the county F.M.S. office in regard to the wetland status of the area affected and obtain prior approval for the drainage work to be performed. Lessee shall cut and remove or spray and destroy all noxious weeds before they revert to seed and shall cut and spray all other weeds and grasses growing on the Farm, in the fields, farmstead, roadsides, irrigation ditches and fence rows; and in all other respects, shall attend to the care and maintenance of the Farm in a good and prudent manner. Lessee shall obtain any burning permits necessary in compliance herewith. If the Farm contains any Highly Erodible Land (HEL) as determined by the local F.M.S. office, Lessee agrees to farm the Farm in a manner as to comply with the stated conservation plan.

10.4. Removal of Crop Residue. Lessee shall not, without the prior written consent of Lessor, burn or otherwise remove cornstalks or other crop residue resulting from the conduct of its farming and agricultural operations on the Farm; but shall, as soon as practicable, attend to the spreading of all crop residue, manure, straw and the like upon those fields which have been specified and agreed upon by Lessor.

11. Inspection. Lessor or Owner, or their authorized representatives or assignees, may enter the Farm at any time for the purpose of inspecting same or for the purpose of doing any work and taking any action thereon as may be necessary or appropriate for the purpose (but nothing contained in this Lease shall create or imply any duty on the part of Lessor or Owner or their assignees to make any inspection or do any work) and for the purpose of showing the Farm to prospective purchasers. Entry for the purposes specified herein shall not constitute an eviction of Lessee nor termination of this Lease. At all times, Lessor shall have access to the Farm and to all reports, records, and information of the Lessee in respect thereto, for the purposes of inspecting, determining, and ascertaining that all of the requirements of the Lease and the Exhibits hereto have been fulfilled; including, without limitation, the operation and maintenance procedures, and the public liability insurance requirements. Lessee shall maintain accurate and complete records of its

operations on the Farm and make them available at any time for inspection and examination by Lessor. Lessee agrees to provide information as requested by Lessor with regard to fertilizer used, tillage practices, acreage reports, chemical usage, and crop yields in a timely manner.

12. **Legal Requirements.** Lessee, at its expense, shall promptly and diligently comply with all legal requirements pertaining to the operation of the Farm and the farming thereof.

12.1. **Permits, Licenses, Franchises, and Other Authorizations.** Lessee, at its expense, shall promptly and diligently procure, maintain and comply with all permits, licenses, franchises and other authorizations which are now or at any time hereafter may be required for the use and operation of the Farm contemplated hereby.

12.2. **Compliance with Laws.** Lessee, at its expense, shall promptly and diligently comply strictly and in all respects with any and all current and future federal, state, and local laws, statutes, rules, regulations and ordinances, orders, judgments, decrees, injunctions, authorizations, directions, and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers as amended and modified from time to time which are now, or at any time hereafter, may be applicable to the operation of the Farm and the farming thereof, including but not limited to full compliance with government F.S.A. programs and with federal, state, and local common law.

12.3. Lessee agrees to pay, at Lessee's sole costs and expense, all claims, fines, penalties and damages that may in any manner arise out of, or be imposed upon, the Farm because of the failure of Lessee to comply with the provisions of this Section 12, and Lessee hereby agrees to indemnify, save and hold Lessor harmless for any damage, injury, or claim, imposed or recovered by reason of any breach of this Section 12 by Lessee. The obligations of Lessee under this Section 12 shall survive any termination of this Lease.

13. **Indemnification and Insurance.** Lessee shall protect, indemnify and hold harmless Lessor and Owner from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, incurred by, or asserted against Lessor, Owner, or the Farm by reason of the operations conducted by Lessee on the Farm or as a result of any failure on the part of Lessee to perform or comply with any of the terms of this Lease. The obligations of Lessee under this section shall survive any termination of this Lease. During the Term of this Lease, Lessee, at its sole cost, shall maintain comprehensive liability and property damage insurance on the premises in the amount of One Million dollars (\$1,000,000.00) combined single limit per occurrence. This insurance shall include hired and non-owned auto coverage and shall name Lessor and Owner as additional insured. This insurance will operate as primary insurance. The insurance policies shall name Owner and Lessor (or their assignees) as additional insureds as their respective interests appear and shall include an effective waiver by the carrier of all rights of subrogation against any named insured of the insured's interest in the Farm or any income derived from the Farm and shall provide that insurance proceeds shall be payable for the benefit of Owner and Lessor (or their assignees), and Lessee as their respective interests may appear. The insurance policies shall also provide that any losses shall be payable, notwithstanding any act or failure to act or negligence of Owner, Lessor, Lessee, or any other person, corporation or other business entity and that no cancellation,

reduction in amount or material change in coverage shall be made effective until at least thirty (30) days after receipt by Lessor and Lessee of written notice thereof. All policies shall be executed with carriers with A.M. Best rating of B+ or higher. Documentation of all coverages, including additional insured certificates and endorsements, shall be provided to Lessor by Lessee. Lessee also agrees to carry Workers Compensation Insurance and Employers Liability to the extent required by law at all times during the Term of this Lease.

14. **Waste and Protection of the Farm.** Lessee shall not commit or permit waste or strip, shall supervise the Farm at all times, and shall exercise every best effort to prevent theft, vandalism and other damage to the Farm.

15. **No Claims Against Lessor, Etc.** Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services; the furnishing of any materials or other property in respect of the Farm or any part thereof; nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in a fashion as would permit the making of any claim against Lessor, it being understood and agreed that the relationship between the parties hereunder shall consist solely as that of landlord and tenant (Lessor and Lessee); and in no event and under no circumstances shall the relationship be considered or construed as an agency, partnership, joint venture, or any similar relationship.

16. **Defaults, Termination, Repossession and Reletting.** If any Event of Default, as defined below, shall have occurred and be continuing, Lessor, whether or not the Term shall have terminated pursuant to this Section 16, may enter upon and repossess the Farm or any part thereof by summary proceeding, ejection or otherwise, and may remove Lessee and all other persons and any and all property therefrom. Lessor shall be under no liability for or by reason of any entry, repossession or removal. At any time or from time to time after the repossession of the Farm or any part thereof, whether or not the Term shall have been terminated pursuant to this Section 16, Lessor may (but shall be under no obligation to) relet the Farm or any part thereof for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for the Term and on the conditions and for the uses as Lessor in its uncontrolled discretion, may determine and may collect and receive the rents therefor. Lessor shall not be responsible or liable for any failure to relet the Farm or any part thereof or for any failure to collect any rent due upon any reletting. Lessee shall reimburse Lessor for all costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses) occasioned by any default by Lessee under this Lease. The following events ("**Events of Default**") constitute a default under this Lease:

16.1. **Failure to Pay Rent.** Lessee fails to pay any rent when and as same becomes due and payable;

16.2. **Failure to Comply with Other Terms of this Lease.** Lessee fails to perform or comply with any of the other terms hereof, and the failure continues for more than ten (10) days after notice thereof from Lessor and Lessee has not within that period commenced with due diligence and dispatch the curing of the default;

16.3. **Insolvency.** Lessee either:

16.3A. makes a general assignment for the benefit of creditors;

16.3B. admits in writing the inability to pay debts as they become due;

16.3C. files a petition in bankruptcy;

16.3D. is adjudicated a bankrupt or insolvent;

16.3E. files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation.

16.3F. files an answer admitting, or fails seasonably to contest, the material allegations of a petition filed against Lessee in any bankruptcy or insolvency proceedings;

16.3G. seeks, consents to, or acquiesces in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;

16.4. Commencement of Proceeding Against Lessee. Within ten (10) days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceeding has not been dismissed; or within ten (10) days after the appointment, without the consent or acquiescence of Lessee, or any trustee, receiver or liquidator of Lessee or of any material part of its properties, the appointment has not been vacated;

16.5. Entry of Final Judgment Against Lessee. Within ten (10) days after the entry of a final judgment for the payment of money is rendered against Lessee, the judgment has not been discharged or execution thereof stayed pending appeal; or within ten (10) days after the expiration of any stay, the judgment has not been discharged then, and in any event, Lessor at any time thereafter may give a written termination notice to Lessee; and on the date specified in the notice, this Lease shall terminate and, subject to the provisions of Section 17, the Term shall expire and terminate by limitation; and all rights of Lessee under this Lease shall cease, unless, before the specified date:

16.5A. all arrears of rent and all other sums payable by Lessee under this Lease together with interest thereon at the rate specified in Section 33 and all costs and expenses, including, without limitation, attorneys' fees and expenses, incurred by or on behalf of Lessor hereunder have been paid by Lessee; and

16.5B. all other defaults at the time existing under this Lease shall have been fully remedied to the satisfaction of Lessor.

17. **Survival of Lessee's Obligations; Damages.** No expiration or termination of this Lease or the Term pursuant to Section 16 or by operation of law, or otherwise, and no repossession of the Farm or any part thereof pursuant to Section 16, or otherwise, shall relieve Lessee of its

liabilities and obligations hereunder, all of which shall survive the expiration, termination or repossession. In the event of any expiration, termination or repossession, Lessee shall pay to Lessor all rents and other sums required to be paid by Lessee up to the time of the expiration, termination or repossession; and thereafter Lessee (until the end of what would have been the Term in the absence of the expiration, termination or repossession and whether or not the Farm or any part thereof shall have been relet) shall be liable to Lessor for and shall pay to Lessor as liquidated and agreed current damages for Lessee's default all rent and other sums which would be payable under this Lease by Lessee in the absence of the expiration, termination or repossession LESS all net rents collected by Lessor from any reletting effected for the account of the Lessee pursuant to Section 16, after deducting from the proceeds all of Lessor's expenses in connection with the reletting (including, without limitation, all repossession costs, brokerage commissions, legal and accounting expenses, attorney's fees and expenses, employees' expenses, promotional expenses, and expenses of preparation for the reletting). Lessee shall pay current damages annually on the rent payment dates applicable in the absence of the expiration, termination or repossession; and Lessor shall be entitled to recover the same from Lessee on each applicable date.

18. **Performance on Behalf of Lessee.** In the event that Lessee shall fail to make any payment or perform any act required hereunder to be made or performed by Lessee, then Lessor may, but shall be under no obligation to, after notice to Lessee as may be reasonable under the circumstances, make a payment or perform an act with the same effect as if made or performed by Lessee. Entry by Lessor upon the Farm for the above purpose shall not waive or release Lessee from any obligation or default hereunder. Lessee shall reimburse, with interest at the rate specified in Section 33, Lessor for all sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any act which Lessee fails to perform as required by this Lease.

19. **Quiet Enjoyment.** Lessor covenants with Lessee that upon Lessee's entry onto the Farm and Lessee's performance of each of the terms and conditions of this Lease, Lessee shall have full freedom and use of the Farm in accordance with the terms hereof.

20. **Remedies.** Each right, power and remedy of Lessor provided in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute; and the exercise or beginning of the exercise by Lessor of any one or more of the rights, powers, or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights, powers or remedies.

21. **Waiver.** No failure by Lessor or Lessee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default thereof, and no submission by Lessee or acceptance by Lessor of full or partial rent during the continuance of any default, shall constitute a waiver of any default or any term. No waiver of any default shall affect or alter this Lease which shall continue in full force and effect or affect the respective rights of Lessor or Lessee with respect to any other then-existing or subsequent default.

22. **Notices.** All notices, demands, consents, approvals and requests given by either party to the other under this Agreement shall be in writing and shall be sent to the parties at the address set forth below, or to the address as shall be supplied in writing by either party to the other. Notices shall be either (I) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth herein, in which case they shall be deemed delivered on the date of first attempted delivery to said offices; (ii) sent by facsimile or electronic mail, in which case they shall be deemed delivered on the date sent, if sent during normal business hours, or on the next business day, if sent outside normal business hours, if such notices sent by facsimile or electronic mail are also sent by overnight courier within one (1) business day after transmission; (iii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail, or (iv) sent in any manner other than as set forth in subsections (i) through (iii) above, in which case they shall be effective when actually received by the party to whom such notices are given. The addresses and addressees may be changed by giving notice of such change in the manner provided for above:

To Lessor: Stockton East Water District
Attention: General Manager
PO Box 5157
Stockton, CA 95205
Phone: 209.948.0333
Email: jhopkins@sewd.net

To Lessee: Lagorio Brothers
Attention: Brett Lagorio, President
18600 Tobacco Road
Linden, CA 95236
Phone: 209.887.2141
Email: lagoriobros@verizon.net

23. **Provisions Subject to Applicable Law/Severability.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Lease invalid or unenforceable. If any term of this Lease shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Lease shall in no way be affected thereby. This Lease shall be governed by and construed according to the laws of the state where the Farm is located.

24. **Conveyance by Lessor.** In case the original or any successor Lessor shall convey or otherwise dispose of its interest in the Farm, it shall thereupon be released from all liabilities and obligations of Lessor under this Lease; and the liabilities and obligations shall be binding solely on the then Lessor of the Farm.

25. **Lessor's Liens.** A crop lien is hereby established for the benefit of Lessor for any unpaid rentals. In connection therewith, Lessee agrees to execute a security agreement and financing statement if same is required by Lessor. Lessor shall be entitled to and shall have a valid

claim and lien against Lessee to recover for all money advanced for employment of labor or otherwise advanced to protect Lessor against any loss due to Lessee's failure to fulfill and perform or carry out the conditions and agreements. No lien created by Lessee shall ever be or become prior to Lessor's claim and lien. Lessor shall have a valid first lien on the share of crops of Lessee, for the rent and for damages due Lessor under the terms and conditions of this Lease.

26. **Minerals.** All coal, oil, gas, minerals and mineral rights in, on or underneath the surface of the Farm or any part thereof have been reserved to Owner or its assignee and are not covered by this Lease. Owner or its assignee has the right to enter in and upon the surface of the Farm to have, use and enjoy so much of the Farm as shall be required to prospect and explore for, develop and produce from the Farm or any part thereof. In addition, Owner or its assignee may use as much of the Farm as shall be required for roads, buildings, tanks, pipe lines, fixtures and equipment in connection therewith and desired to be placed on the Farm, all of which shall be done as a reserved right and without opposition or hindrance from the Lessee, as fully and completely as if this Lease had not been made. At the time of the possession for the above purposes, if the land has been prepared for crops, or if a crop is growing thereon, then Lessee shall be reimbursed for any damages resulting to it from the loss of use of the Farm; and the rent shall be proportionately reduced for any subsequent years remaining under the Term. If the Farm has not been prepared for a crop, then it shall be subject to occupancy as reserved land under the direction of Owner or its assignee for its use and occupancy and, in that event, Lessee shall make no claim for damages against Lessor or Owner or their assignees, provided that the rent shall be proportionately reduced.

27. **Conservation Damage or Destruction.** Lessee, in the operation and use of the Farm for the purposes set forth herein, shall not cause, consent to, or in any way or manner, allow any act or practice to be perpetrated upon the Farm which would ultimately result in damage to or destruction of a conservation practice.

28. **Hazardous Materials.**

28.1. **Use of Hazardous Materials and Indemnification.**

28.1A. Lessee covenants that it shall not cause or permit any Hazardous Material to be generated, stored, used, treated, handled, processed, transferred, transported or disposed of or otherwise released on the Farm by Lessee, its agents, employees, or contractors without the prior written consent of Lessor. In no event shall Lessee allow or otherwise authorize discharge or release of any Hazardous Materials to any sewer, storm water system, stream, or other unauthorized point, on the Farm.

28.1B. If Lessee breaches the obligations stated in Section 28.1A, or if contamination of the Farm by Hazardous Material occurs as a result of the action or inaction of Lessee, its agents, employees, or contractors, then Lessee shall indemnify, defend, and hold Lessor and Owner and their assignees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, damages and expenses suffered or incurred by Lessor or Owner, as the owner of the Farm, by virtue of any assertion of Federal or State lien or claim brought or filed against Lessor and/or Owner or their assignees or the Farm,

diminution in value of the Farm, damage arising from any adverse impact on marketing of the Farm, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of the contamination.

28.1C. The indemnification of Owner and Lessor and their assignees by Lessee, includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up or remediation work required by any federal, state or local governmental agency because of Hazardous Material(s) present in the soil or groundwater on or under the Farm. In the event of any contamination of the Farm or release or disposal of any quantity of hazardous material(s) on the Farm, Lessee shall promptly notify Owner and Lessor, shall comply with all applicable laws, and shall promptly take all actions, in accordance with the provisions of all applicable environmental laws, at its sole expense, as are necessary to return the Farm to the condition existing prior to the presence of any Hazardous Material(s) on the Farm. Lessee shall receive certification from the appropriate state environmental agency that the Farm, and any other affected property, has been cleaned up to the satisfaction of the agency. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

28.1D. Lessee shall be unconditionally and absolutely liable for all losses and damages sustained by Owner and Lessor and their assignees as a result of any breach of, or the failure by Lessee to perform under, any environmental representation, warranty, covenant, obligation and indemnification provided in this Lease. Lessee shall pay any costs, expenses, claims, damages and attorney's fees due under this Section regardless of whether the amounts occur pre-petition or post-petition after the filing for any bankruptcy or reorganization relief under state or federal laws.

28.2. Hazardous Materials Definition. As used herein, "Hazardous Materials" means:

28.2A. any hazardous or toxic substance, material or waste, including, but not limited to, any substance, product, or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., all as amended; or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

28.2B. any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, equitable indemnity, or strict liability or under any reported decisions of a state or federal court.

28.3. Disclosure. At the commencement of this Lease and annually thereafter, Lessee covenants to disclose to Lessor the names and amounts of all Hazardous Materials, or any

combination thereof, which are or will be generated, stored, used or disposed of on the Farm. Lessee shall promptly provide Owner and Lessor with all notices and other communications received from any federal, state, and local department and/or agency which enforces and administers environmental laws.

28.4. Inspection. Owner, Lessor and their agents and assignees shall have the right, but not the duty, to inspect the Farm at any time to determine whether Lessee is complying with the terms of this Section 28. If Owner or Lessor or their agents or assignees determine that Lessee is not in compliance with this Section 28, Owner and Lessor and their agents and assignees may immediately enter the Farm to remedy, at Lessee's sole expense, any contamination of Hazardous Material(s) caused by Lessee's failure to comply with applicable laws and to take any and all other actions Owner or Lessor deems necessary to cure the failure of compliance, notwithstanding any other provision of this Lease. Lessee shall immediately reimburse Lessor or Owner or their assignees for any amounts paid by them together with interest thereon at the maximum rate allowed by applicable state law from the date of the payment. Entry by Owner or Lessor or their assignees upon the Farm for the above purpose shall not waive or release Lessee from any obligations or default hereunder.

28.5. Default. Any default under this Section 29 shall be an Event of Default enabling Lessor to exercise any of the remedies set forth in this Lease. The terms of this Section 29 shall survive the termination of this Lease.

29. **Lessor's Right of Termination.** Notwithstanding the foregoing, Lessor may terminate this Lease at any time, and from time to time, as to all or any part of the leased Farm by sending or giving to Lessee thirty (30) days prior written notice of its election to do so; provided that Lessor shall pay Lessee for fertilizing, soil preparation, planting, weed-spraying, and cultivation at the average custom rate as published by the nearest State University or the county extension office of the county where the Farm is located, whichever is the most recent. In addition, Lessee shall be reimbursed for Lessee's direct costs, such as seed, fertilizer, and chemicals, but not for gasoline or lubricants. Lessee shall be paid a fair and reasonable compensation for growing crops. In the event of a sale by Owner of the Farm during the Term and the desire by the purchaser thereof for immediate possession of the Farm, Lessee hereby agrees to surrender possession and terminate the Lease within thirty (30) days of notice from Lessor to Lessee of the sale, upon payment to Lessee of the amounts specified above. If Lessee and Lessor (or Owner's purchaser in the event of a sale of the Farm) cannot agree as to the amount of compensation, then the compensation for growing crops shall be determined by three (3) disinterested appraisers experienced in agricultural and husbandry operations and properties, one of whom shall be appointed by Lessee, one appointed by Lessor (or the Purchaser of the Farm if a sale is involved), and one selected by both Lessee and Lessor (or by both Lessee and the Purchaser if a sale is involved). In the event the appraisers cannot agree upon compensation to Lessee, Owner shall determine the compensation; and same shall be binding upon Lessee. Lessor reserves to itself, its agents, employees, or assigns the right, after the end of the thirty (30) day notice period, to sow (after severance of crops), to seed, or to apply fertilizers and to do other field work.

30. **Next Year's Crop.** Before Lessee prepares seedbed, fertilizes or plants crops to be harvested in the next year, Lessee and Lessor must sign a new lease for the next crop year. Any

default, as defined in Section 16 of this Lease, for the remaining Term shall, in Lessor's sole discretion, render the new lease signed for the next year null and void.

31. **End of Lease Term.** Upon expiration or other termination of this Lease, Lessee shall immediately quit and surrender to Lessor the Farm in good order and condition, ordinary wear and tear excepted, and shall remove all of Lessee's equipment. Lessee shall restore any damage to the Farm caused by the removal of Lessee's equipment. No holding over shall be permitted without Lessor's prior written consent.

32. **Interest.** All past due rent and all other sums payable by Lessee under this Lease shall accrue interest of ten percent (10%) per annum from the date due or the date incurred by Lessor, as applicable.

33. **Miscellaneous.**

33.1 **Entire Agreement.** This Lease supersedes any prior agreement and contains the entire agreement of the Parties on the matters covered. No other agreement, statement or promise made by any party that is not in writing and signed by all of the Parties to this Lease shall be binding upon them.

33.2 **Time is of the Essence.** Time is of the essence in the performance by Lessee of the agreements and obligations as provided by this Lease.

33.3 **Severability.** If any term, covenant or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

33.4 **Governing Law.** The laws of the State of California shall govern the validity, performance, and enforcement of this Lease.

33.5 **Attorney's Fees.** In the event any action is filed to interpret, enforce or recover damages for the breach of this Lease, the prevailing party shall be entitled to recover, as an element of its cost of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing.

33.6 **Binding on Heirs.** This Lease, and its terms, is expressly intended to and shall inure to the benefit of and be binding upon the Parties, their respective heirs, personal representatives, permitted assigns, subsequent purchasers of the Property and other successors-in-interest.

33.7 **Time is of the Essence.** Time is of the essence of this Lease and each and every provision hereof.

33.8 **No Partnership.** The Parties agree that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between the Parties or between the Parties and any other party.

33.9 Recording. Neither this lease nor a memorandum of this Lease shall be recorded.

DRAFT

IN WITNESS WHEREOF, the parties hereto, on the date first-above written, have caused this Lease to be executed in duplicate.

STOCKTON EAST WATER DISTRICT

By: _____
Justin Hopkins, General Manager

LAGORIO BROTHERS

By: _____
Brett Lagorio, President

DRAFT

EXHIBIT A

Legal Description

That certain real property situated in the County of San Joaquin, State of California, described as follows:

PARCEL ONE:

The Southeast $\frac{1}{4}$ of Section 65 and the Southwest $\frac{1}{4}$ of Section 75, of C. M. WEBER GRANT, lying West of Security Tract.

EXCEPT: (a) portion conveyed to Raymond S. Miller and Ardelle Wright Miller, his wife, by Deed recorded October 18, 1935, in Vol. 511 of Official Records, Page 270 and (b) portion conveyed to the Stockton-East Water District, by Corporation Grant Deed dated September 25, 1978, recorded September 29, 1978, in Book 4455, Page 199, Document No. 69170, Official Records.

PARCEL TWO:

Lots 6 to 9 inclusive as shown upon Map entitled SECURITY TRACT filed for record March 3, 1914 in Vol. 8 of Maps and Plats, Page 15, San Joaquin County Records.

DATE: October 06, 2026

AGENDA ITEM NO. 5

TITLE: Construction of Bellota Weir Modifications Project

SUBJECT: Consider Approval of Direct Purchase of Flow Meters for the Bellota Weir Modifications Project

Executive Summary

As a cost savings measure for the Bellota Weir Modifications Project, Stockton East Water District (District) Staff recommends that the Board of Directors (Board) authorize the General Manager to execute the direct purchase of two 48-inch Rubicon SlipMeters for the Calaveras Headworks and one 54-inch Krohne magnetic flow meter for the New Bellota Pipeline Inlet, for a total estimated purchase price of **\$334,443**.

Background

The Bellota Weir Modifications Project will improve operational reliability, water conveyance capabilities, and long-term infrastructure resiliency for the District's water delivery system. The Project includes construction of a new weir with automated Obermeyer Gates, screened intake structure, pipeline crossings, roughened fish passageway and flow meters in vaults to convey water to the Dr. Joe Waidhofer Water Treatment Plant, Mormon Slough and Old Calaveras River.

As construction progressed, District Staff, HDR, and Shimmick evaluated the necessity of these improvements in relation to overall system reliability, project costs, and operational priorities.

Calaveras Headworks – Rubicon SlipMeters

The original concept for the Calaveras Headworks included magnetic flow measurement equipment installed at significant depth. District Staff determined that burying a magnetic flow meter more than 20 feet was not advisable because of the resulting access and maintenance concerns. A dedicated meter vault was evaluated as an alternative; however, the engineering estimate was approximately \$2.3 million.

Rubicon SlipMeters provide a substantially more practical and cost-effective solution for this location. The proposed approach replaces two existing inoperable gates with SlipMeters, allowing the District to retain the Calaveras Headworks while adding flow measurement capability without constructing the large, costly meter vault. The estimated cost for the two SlipMeters is \$127,724.

The Rubicon meters are therefore recommended primarily because they fit the existing Calaveras Headworks configuration, avoid the need for a deep buried magnetic meter and new meter vault, reduce construction cost, and provide the District with accurate flow measurement at the headworks.

New Bellota Pipeline Inlet – KROHNE TIDALFLUX 2300 F

The new Bellota intake flow meter is located within the New South Distribution Vault. Because the vault operates as a constant-head facility, the pipe carrying flow through the meter may not remain completely full under all operating conditions. A conventional full-pipe magnetic flow meter specified for the Project would not be appropriate for conditions in which the pipe is partially full.

The Krohne TidalFlux 2300 F is recommended because it is designed for flow measurement in partially filled pipes. This makes it better suited to the actual hydraulic conditions at the New South Distribution Vault and reduces the risk of inaccurate or unreliable flow measurement when the pipe is not completely full. The proposed meter is 54 inches in diameter to match the New Bellota Pipeline.

The estimated cost for the New Bellota Pipeline KROHNE meter is \$206,719.

Location	Flow Meter	Cost
Calaveras Headworks	Two 48- inch Rubicon SlipMeters	\$127,724
New Bellota Pipeline	One 54-inch Krohne TidalFlux 2300 F	\$206,719
Total		\$334,443

Table 1. Cost of 3 flow meters



Figure 1. Calaveras Headworks

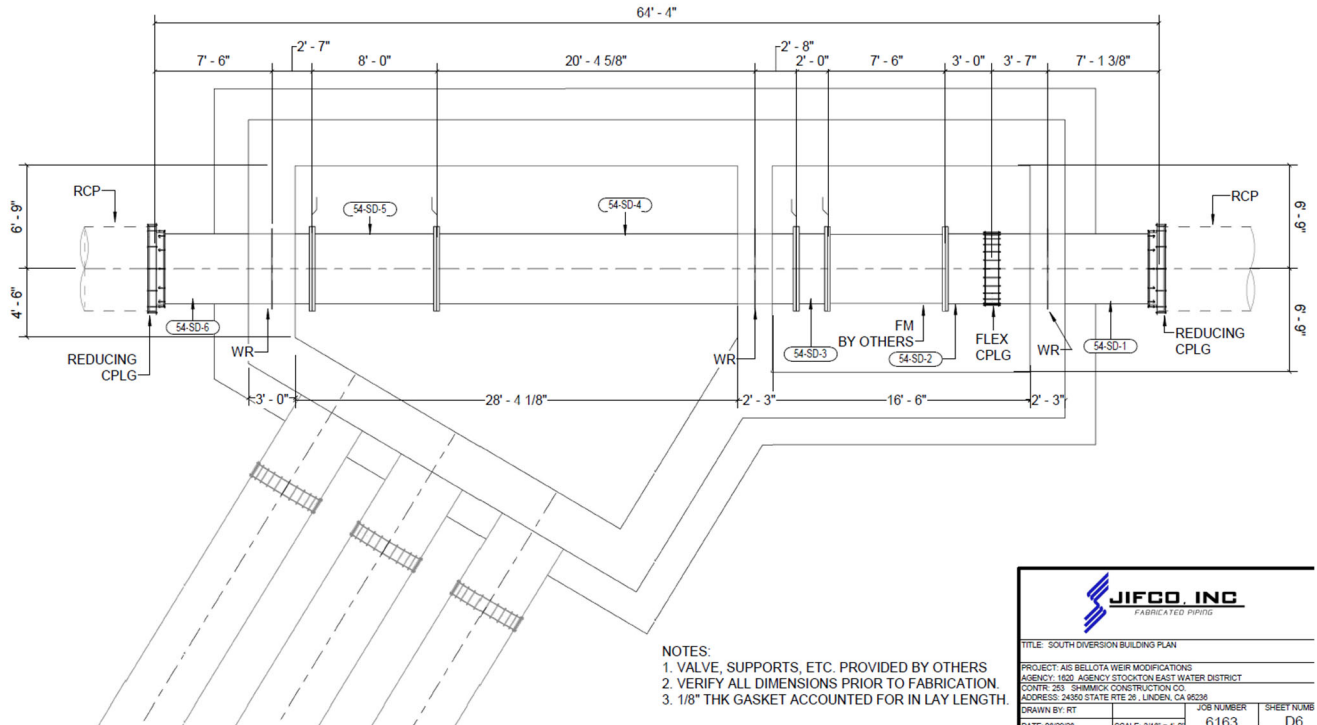


Figure 2. South Distribution Vault

Summary

The Bellota Weir Modifications Project (Project), under construction by Shimmick Construction, includes flow meters in vaults at the Calaveras Headworks and the new Bellota Pipeline inlet. During construction, District Staff, HDR, and Shimmick found the specified meters unsuited to conditions at both locations.

At the Calaveras Headworks, the specified magnetic meters would be buried more than 20 feet below grade, and a dedicated meter vault was estimated at approximately \$2.3 million. Staff recommends replacing the two inoperable gates with Rubicon SlipMeters instead — **\$127,724**.

At the New Bellota Pipeline inlet, the New South Distribution Vault operates at constant head, so the pipe will not always run full and the specified full-pipe meter would measure unreliably. Staff recommends a 54-inch KROHNE TIDALFLUX 2300 F, designed for partially filled pipes — **\$206,719**.

The proposed meters provide a practical and technically appropriate solution for two different site conditions. The Rubicon SlipMeters avoid a costly deep-vault installation at the Calaveras while combining flow measurement and gate control. The KROHNE TidalFlux meter provides reliable measurement when the 54-inch Bellota Pipeline is partially full. Together, the meters will support District operations, water accounting, and SCADA monitoring without the extensive civil improvements that would otherwise be required.

The proposed direct purchase consists of two Rubicon SlipMeters for \$127,724 and one KROHNE TIDALFLUX meter for \$206,719, for a total amount not to exceed \$334,443..

Financial Impact

Shimmick was awarded the construction contract for the Bellota Weir Modifications Project in the amount of \$50,630,000, plus a 20 percent contingency of \$10,126,000, for a total project authorization of \$60,756,000. Direct purchase of both is appropriate under the District's purchasing policy: the District has standardized on Rubicon gates and meters across its distribution system, and already operates a KROHNE TIDALFLUX 2300 F at the WTP campus.

The proposed direct purchase of the two Calaveras Headworks Rubicon SlipMeters and the 54-inch Krohne TidalFlux 2300 F magnetic flow meter is estimated at \$334,443. The recommended equipment selection avoids the approximately \$2.3 million engineering estimate change order from staff and consultant oversight associated with constructing a dedicated Calaveras Headworks meter vault and provides flow measurement equipment better suited to the actual hydraulic and installation conditions.

Staff Recommendation

District Staff recommends that the Board of Directors authorize the General Manager to execute the direct purchase of two 48-inch Rubicon SlipMeters for the Calaveras Headworks and one 54-inch Krohne magnetic flow meter for the New Bellota Pipeline Inlet, for a total estimated purchase price of **\$334,443**.

Staff Responsible for Report

Manuel Verduzco
Manuel Verduzco, Senior Engineer

Date: 10/06/2026

Darrel Evensen
Darrel Evensen, District Engineer

Date: 10/06/2026

Juan Vega
Juan M. Vega, Assistant General Manager

Date: 10/06/2026

Justin M. Hopkins
Justin M. Hopkins, General Manager

Date: 10/06/2026

Attachments

1. None

DATE: October 06, 2026**AGENDA ITEM NO. 6****TITLE: Lightning and Surge Protection Project****SUBJECT: Consider Approval of Contract Award for Lightning and Surge Protection Project****Executive Summary**

The Stockton East Water District's (District) Board of Directors (Board) approved a Professional Services Agreement with Stantec Consulting Services, Inc. on December 9, 2025, for study and design of a lightning protection system. Staff used that design to prepare a construction bid package for a complete lightning protection, surge protection, and grounding system at the Dr. Joe Waidhofer Water Treatment Plant. The project was advertised and Bockmon & Woody Electric Co., Inc., was the lowest responsive and responsible bidder at \$353,765. The District has \$600,000 for the project budgeted this fiscal year.

Staff and the Municipal Operations Committee respectfully recommends the Board of Directors authorize the General Manager to execute a contract with Bockmon and Woody Electric Co., Inc. for \$353,765, plus a 10% contingency of \$35,376.50, for a total Board approval of \$389,141.50, and make all other necessary approvals.

Background

The District is implementing the Project to proactively avoid future lightning and surge related outages. The District has been struck with a lightning storm event twice over the past two years. The events have caused damage to the LLPS switchgear, and various communications and metering infrastructure. Due to the severity of the strikes, the District was forced to operate on standby generators, as well as manually check tank levels and flows. Staff is looking to effectively mitigate this issue by providing adequate grounding infrastructure around its critical buildings and electrical sites.

On December 9, 2025, the Board approved a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc. (Stantec). The PSA scope included study and design of a lightning protection system to safeguard against future lightning strike events. Based on that study, staff prepared a bid packet requesting services for construction of the system.

Summary

Staff began advertising for construction bids via Planet Bids on June 29th, and bids due on August 12th. The advertisement included the following scope of work elements:

1. Furnish and install a complete lightning protection, surge protection, and grounding system for the Dr. Joe Waidhofer Water Treatment Plant, including all labor, materials, equipment, and coordination required to deliver a fully operational and code-compliant system.
2. Work shall include installation of lightning grounding loops, conductors, bonding, and surge protection devices; construction of a perimeter ground grid with ground rods, electrodes and plates.
3. Grounding of all outdoor equipment, substation components, and electrical systems.

4. Provide all necessary grounding conductors, connectors, supports, ground enhancement materials, and interconnections to ensure a continuous, low-resistance grounding network.
5. All work shall comply with the latest National Electrical Code (NEC), California Electrical Code (CEC), project drawings, and local authority requirements, and shall include testing, inspection, and documentation to verify proper system performance.

The construction bids received by the District are shown in **Table 1**.

Contractor Name	Bid Amount
Bockmon & Woody Electric Co., Inc	\$353,765.00
Cal Electro Inc.	\$546,000.00

Table 1: Contractor Bids

Staff reviewed the bid documents and found Bockmon and Woody Electric Co., Inc. to be the lowest responsive and responsible bidder.

If the project requires a shutdown of the DJW WTP, the District will coordinate between the Contractor, Engineer, and Urban Contractors.

Financial Impact

The District's Board-approved budget currently has \$600,000 allocated for the Project under Fund 94 M&I Capital Projects: Surge Protection Improvements Installation. The bid from Bockmon and Woody Electric Co., Inc. is within the Project budget.

Staff Recommendation

Staff and the Municipal Operations Committee respectfully recommends the Board of Directors authorize the General Manager to execute a contract with Bockmon and Woody Electric Co., Inc. for \$353,765, plus a 10% contingency of \$35,376.50, for a total Board approval of \$389,141.50, and make all other necessary approvals.

Staff Responsible for Report

David Strohm
David Strohm, Associate Engineer

Date: 10/06/2026

Darrel Evensen
Darrel Evensen, District Engineer

Date: 10/06/2026

Juan Vega
Juan M. Vega, Assistant General Manager

Date: 10/06/2026

Justin M. Hopkins
Justin M. Hopkins, General Manager

Date: 10/06/2026

Attachments

1. None

DATE: October 6, 2026

TITLE: ACWA Proposed Amended and Restated Bylaws**SUBJECT: Designation of ACWA Voting Representative**

Executive Summary

The Association of California Water Agencies (ACWA) will conduct an electronic vote of its membership on proposed Amended and Restated Bylaws. Staff is requesting that the Board designate the District's authorized voting representative and authorize the District's representative to vote in favor of the proposed amendments.

Background

ACWA will conduct a vote of membership by electronic ballot on proposed Amended and Restated Bylaws, as recommended by the ACWA Board of Directors on September 25, 2026.

The vote will be conducted electronically using a process consistent with the voting process used by ACWA members to elect Board Officers and Region Boards. Conducting the vote electronically provides all member agencies an opportunity to participate, rather than limiting voting to members attending an ACWA conference, thereby promoting broader member participation and engagement.

Each ACWA member agency is entitled to one vote, which will be cast by its authorized voting representative. Member agencies must designate their voting representative by submitting the Voting Representative Form to ACWA by Friday, October 30, 2026.

Summary

The District must designate an authorized voting representative to cast its vote on the proposed Amended and Restated Bylaws. Staff recommends designating General Manager Justin Hopkins as the District's authorized voting representative and authorizing General Manager Hopkins to cast the District's vote in favor of the proposed amendments.

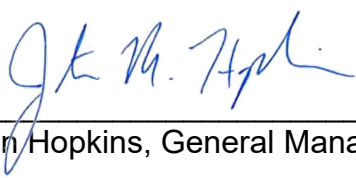
Recommendation

1. Appoint Justin Hopkins as the District's authorized voting representative for the ACWA membership vote; and
2. Authorize Justin Hopkins to cast the District's vote in favor of the proposed Amended and Restated Bylaws.

Staff Responsible for Report

Bianca Rodriguez, Administrative Assistant

Date: 10/06/26


Justin Hopkins, General Manager

Date: 10/06/26

Attachments

1. 2026 Bylaws Authorized Voting Representative Form

ACWA members will vote by electronic ballot on proposed Amended and Restated Bylaws.

Key Details:

- **Electronic Voting:** Voting will be conducted electronically by each member agency's designated voter.
- **Designated Voter:** Each agency must **designate one voting representative by October 30**. To designate your agency's voter, please submit this **Authorized Voting Representative Form** by the deadline.
Note: ACWA will also use the person designated below as the voting representative in next year's election for ACWA's Board Officers and region boards for the 2028-'29 term. You will have an opportunity to change the designation prior to the deadline for nominating candidates, if desired.
- **Default Voter:** If no representative is designated by the deadline, your agency's **General Manager** will be the authorized voter by default.
- **Ballot Distribution:** Authorized voters will receive an electronic ballot on November 9.

For more information about ACWA's elections, visit: www.acwa.com/elections.

The person designated below will cast our agency's vote for the proposed Amended and Restated Bylaws process in 2026 and the election of ACWA's President, Vice President and Region Board for the 2028-'29 term.

Member Agency's Name		Agency's Phone No.
Authorized Voting Representative's Name	Authorized Voting Representative's Email	Authorized Voting Representative's Phone No.

Print Name of Member Agency's Authorized Signatory

X

Authorized Signatory Signature

Date

SUBMIT YOUR FORM

To: Donna Pangborn, Senior Clerk of the Board
Email: donnap@acwa.com
Mail: 980 9th Street, Suite 1000, Sacramento, CA 95814

SUBMISSION DEADLINE

OCT. 30, 2026

THIS PAGE
INTENTIONALLY
LEFT BLANK



**STOCKTON
EAST WATER
DISTRICT**

PROVIDING SERVICE SINCE 1948

www.sewd.net

DIRECTORS

Richard Atkins
Division 1

Andrew Watkins
Division 2

Ryan Hansen
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Paul Nakaue
Vice President
Division 6

Thomas McGurk
President
Division 7

STAFF

Justin M. Hopkins
General Manager

Juan M. Vega
Assistant General Manager

LEGAL COUNSEL

Jeanne M. Zolezzi
General Counsel

Phone 209-948-0333
Fax 209-948-0423

E-mail sewd@sewd.net

6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

MEETING NOTICE

The Agriculture Operations Committee
Of the Stockton East Water District
Board of Directors will meet at

10:00 a.m. on Wednesday, September 16, 2026

At the District Office, 6767 East Main Street, Stockton, CA

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please contact
Administrative Staff at (209) 948-0333
for assistance so the necessary arrangements can be made.

Agendas and minutes are located on our website at www.sewd.net.

AGENDA

- | | <u>Page No.</u> |
|--|------------------------|
| 1. Roll Call - Chairperson Atkins, Director Nakaue, Director Hansen, Director Sanguinetti (Alternate) | |
| 2. Public Comment | |
| 3. Stockton East Water District – Staff Report – Consideration of Cancellation of the Agricultural Lease Agreement with Carna Farming, Inc. and Recommendation to the Board of Directors to Enter a New Agricultural Lease with Lagorio Brothers for the North Site Property | 01 |
| 4. Stockton East Water District – Memorandum – Analysis of New Hogan Reservoir Releases and Reported System Losses 2016-2025 | 37 |
| 5. Adjournment | |

Certification of Posting

I hereby certify that on September 10, 2026, I posted a copy of the foregoing agenda in the outside display case at the District Office, 6767 East Main Street, Stockton, California, and said time being at least 72 hours in advance of the Agriculture Operations Committee Meeting (Government Code Section 54954.2). Executed at Stockton, California on September 10, 2026.

Priya Ram, Director of Finance & Administration
Stockton East Water District

Any materials related to items on this agenda distributed to the Agriculture Operations Committee of the Stockton East Water District less than 72 hours before the public meeting are available for public inspection at the District's office located at the following address: 6767 East Main Street, Stockton, CA 95215. Upon request, these materials may be available in an alternative format to persons with disabilities.

THIS PAGE
INTENTIONALLY
LEFT BLANK



**STOCKTON
EAST WATER
DISTRICT**

PROVIDING SERVICE SINCE 1948
www.sewd.net

DIRECTORS

Richard Atkins
Division 1

Andrew Watkins
Division 2

Ryan Hansen
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Paul Nakaue
Vice President
Division 6

Thomas McGurk
President
Division 7

STAFF

Justin M. Hopkins
General Manager

Juan M. Vega
Assistant General Manager

LEGAL COUNSEL

Jeanne M. Zolezzi
General Counsel

Phone 209-948-0333
Fax 209-948-0423

E-mail sewd@sewd.net

6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

MEETING NOTICE

The Municipal Operations Committee
of the Stockton East Water District
Board of Directors will meet at

12:30 p.m., Wednesday, September 16, 2026

at the District Office, 6767 East Main Street, Stockton, CA

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please contact Administrative Staff at (209) 948-0333 for assistance so the necessary arrangements can be made.

Agendas and minutes are located on our website at www.sewd.net.

AGENDA

- | | <u>Page No.</u> |
|--|------------------------|
| 1. Roll Call - Chairperson McGurk, Director Panizza, Director Nakaue, Director Atkins (Alternate) | |
| 2. Public Comment | |
| 3. Stockton East Water District – Staff Report – Consider Approval of Contract Award for Lightning and Surge Protection Project | 01 |
| 4. Stockton East Water District – Staff Report – Consider Approval of Direct Purchase of Flow Meters for the Bellota Weir Modifications Project | 05 |
| 5. Stockton East Water District – Staff Report – Consideration of Recommendation to the Board of Directors to Authorize the General Manager to Execute a Professional Services Agreement with Silsby Strategic Advisors, Inc., in an Amount Not to Exceed \$25,000 | 09 |
| 6. Adjournment | |

Certification of Posting

I hereby certify that on September 10, 2026, I posted a copy of the foregoing agenda in the outside display case at the District Office, 6767 East Main Street, Stockton, California, and said time being at least 72 hours in advance of the Municipal Operations Committee Meeting (Government Code Section 54954.2). Executed at Stockton, California on September 10, 2026.

Priya Ram, Director of Finance & Administration
Stockton East Water District

Any materials related to items on this agenda distributed to the Municipal Operations Committee of the Stockton East Water District less than 72 hours before the public meeting are available for public inspection at the District's office located at the following address: 6767 East Main Street, Stockton, CA 95215. Upon request, these materials may be available in an alternative format to persons with disabilities.

THIS PAGE
INTENTIONALLY
LEFT BLANK

Weekly Water Report		
	As of: September 15, 2026	As of: October 6, 2026
New Hogan (NHG) TOC	317,100	AF
Storage:	161,354	AF
Net Storage Change:	5,396	AF
Inflow:	13	CFS
Release:	136	CFS
New Melones (NML) Allocation	0	AF
Storage:	1,548,042	AF
Net Storage change:	13,967	AF
Inflow:	744	CFS
Release:	1,148	CFS
Source: CDEC Daily Reports		

Goodwin Diversion (GDW)		
Inflow (Tulloch Dam):	1,326	CFS
Release to Stanislaus River (S-98):	203	CFS
Release to OID (JT Main):	682	CFS
Release to SSJID (SO Main):	247	CFS
Release to SEWD & CSJWCD:	245	CFS
Total Release	1,377	CFS
Source: Tri-Dam Operations Daily Report		
Farmington Dam (FRM)		
Diverted to SEWD:	96	CFS
Diverted to CSJWCD:	139	CFS

Surface Water Used		
Irrigators on New Hogan:	24	
Irrigators on New Melones:	3	
Out-Of-District Irrigators:	0	
DJWWTP Production:	54	MGD
North Stockton:	15	MGD
South Stockton:	11	MGD
Cal Water:	28	MGD
City of Stockton DWSP Production:	21	MGD

District Ground Water Extraction		
74-01	0	GPM
74-02	0	GPM
North	0	GPM
South	0	GPM
Extraction Well # 1	0	GPM
Extraction Well # 2	0	GPM
Total Well Water Extraction	0	GPM
Total Ground Water Production	0	MGD

Note:

****The data reported here is available as of 09/13/26**

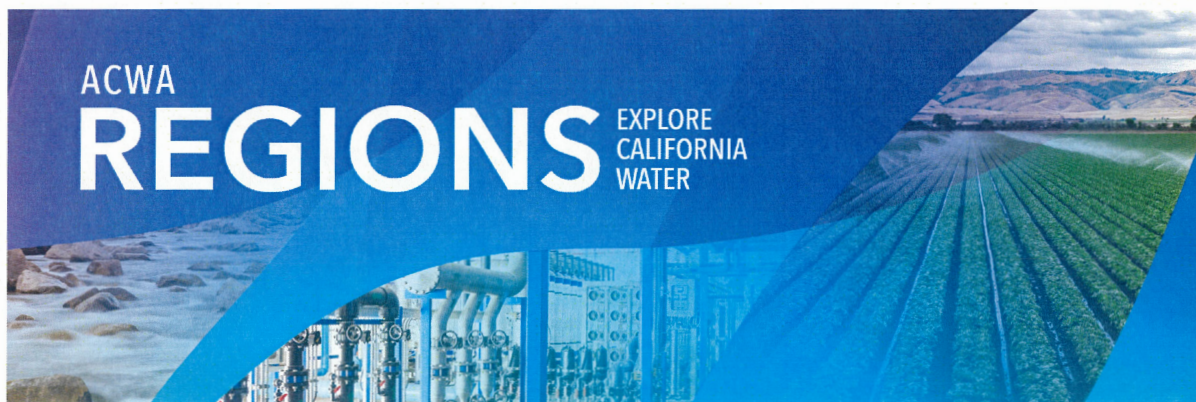
***The data reported here is available as of 09/14/26**

All other flow data reported here is preliminary, as of 9:00 a.m. on 09/15/26

THIS PAGE
INTENTIONALLY
LEFT BLANK

Bianca Rodriguez

From: ACWA Events <events@acwa.com>
Sent: Thursday, September 24, 2026 1:31 PM
To: Bianca Rodriguez
Subject: Register for ACWA Regions 2 & 4 Tour and Program



ACWA Regions 2 & 4 Program and Tour Connecting Climate, Water & Habitat

Nov. 4, 2026 | Winters, CA

Join ACWA Regions 2 & 4 for a joint tour and program exploring the connections between climate, water management, healthy landscapes, fisheries, and habitat restoration.

Start the morning with Solano County Water Agency on a tour of Putah Creek, where attendees will hear firsthand about the agency's innovative habitat restoration efforts, successes, and lessons learned. Following the tour, attendees will hear from experts on species recovery, fisheries, habitat restoration, and regional projects. In the afternoon, DWR experts will share their insights on weather, hydrology, flood control, climate forecasting, and voluntary agreements.

This program offers an opportunity to connect with regional and statewide experts while exploring the challenges and opportunities shaping California's water future.

Program agenda coming soon!

Register Here

THIS PAGE
INTENTIONALLY
LEFT BLANK

OCTOBER 2026

UPCOMING EVENTS

Find the most current event information and register at www.acwa.com/events

6

OCT

ACWA Virtual Town Hall (Members Only)

VIRTUAL

Join us for a members-only Virtual Town Hall with ACWA's new Executive Director, Karla Nemeth. Karla joined ACWA as its sixth Executive Director. She will share her priorities for ACWA and discuss the association's role in California's evolving water landscape.

REGISTER BY OCTOBER 5



9

OCT

ACWA Region 6 & 7 Event

COALINGA

Join us on for a tour of western Fresno County to see the impacts of subsidence along the California Aqueducts. Learn about Westlands Water District's clean energy solar initiative and hear from regional leaders about water management strategies.

REGISTER BY OCTOBER 2



14

OCT

ACWA Region 10

CARLSBAD

Join ACWA Region 10 to examine the Colorado River and strategies to strengthen Southern California's water reliability. Hear from the interstate panel on water exchanges and negotiations across the Basin, as well as an intrastate panel opportunities to maximize regional supplies.

REGISTER BY OCTOBER 7



23

OCT

ACWA Regional Office Hours (Members Only)

VIRTUAL

Join us for a series of ACWA members-only regional office hours from 10:00-11:30 a.m., where members will have the opportunity to welcome Karla Nemeth, ask questions, and discuss priorities for their regions and agencies.

Regions 1 & 5 on Oct. 23 | Regions 6 & 7 on Oct. 30
Regions 8, 9 & 10 on Nov. 6 | Regions 2, 3 & 4 on Nov. 13

REGISTER NOW



OCT 23 & 30,
NOV 6 & 13

28
OCT

ACWA Region 1

SONOMA COUNTY

Join ACWA Region 1 and Sonoma Water for a comprehensive Russian River Watershed tour. Experience the entire water cycle in action, from groundwater collector wells to strategic operations at Lake Sonoma. The agenda features a special FIRO presentation and a forward-looking panel on the Eel-Russian River Project Authority (ERPA). Transportation and meals provided.

REGISTER BY OCTOBER 21 >

4
NOV

ACWA Region 2 & 4

WINTERS

Join ACWA Regions 2 & 4 for a joint tour and program exploring the connections between climate, water management, habitat restoration, fisheries, and healthy landscapes. Attendees will tour Putah Creek with Solano County Water Agency, hear about innovative habitat restoration efforts, and gain insights from Department of Water Resources experts on weather, hydrology, flood control.

REGISTER BY NOVEMBER 2 >

10
NOV

Virtual CLE Workshops – Water Rights 101: Fundamentals of California Groundwater Rights

VIRTUAL

This session introduces the fundamentals of California groundwater rights, including the distinction between overlying, appropriative, and prescriptive groundwater rights.

REGISTER BY NOVEMBER 9 >

1
DEC

ACWA 2026 Fall Conference

ANAHEIM

The ACWA Conference brings California's water leaders together to address today's challenges and shape the future. Through intentional dialogue, discussion forums and informational sessions spanning state and federal policy, finance, legal issues and more, the conference is the premier destination for those committed to caring for California's water resources now and for generations to come.

REGISTER BY NOVEMBER 3 TO SAVE >

THRU DEC 3

WATCH WEBINARS, CONFERENCES AND
OTHER EVENTS NOW ON DEMAND

CLICK TO WATCH NOW

Or visit www.acwa.com/resources





UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Silver Spring, MD 20910

September 4, 2026

Justin Hopkins
Stockton East Water District
6767 Main Street
Stockton, CA 95215

Re: Bellota Weir Modifications Project

Dear Justin Hopkins:

Thank you for submitting an application for funding consideration to NOAA's Transformational Habitat Restoration and Coastal Resilience Grants funding opportunity. We appreciate your patience as we evaluated all of the applications we received. For all of our IIJA competitions, we received almost 350 applications requesting more than \$1.5 billion. We regret to inform you that your project has not been selected to move forward to the next phase for consideration.

We commend your efforts to restore habitat and encourage you to pursue this work. If you are interested, our NOAA Restoration Center regional staff would be happy to give you feedback on your project. Please contact us at resilience.grants@noaa.gov and we will connect you with someone from our Office in your region.

Sincerely,

Carrie Robinson,
Director, Office of Habitat Conservation



THIS PAGE
INTENTIONALLY
LEFT BLANK