



REGULAR BOARD MEETING

JANUARY 31, 2023



**STOCKTON
EAST WATER
DISTRICT**

PROVIDING SERVICE SINCE 1948

www.sewd.net

DIRECTORS

Richard Atkins
President
Division 1

Andrew Watkins
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Loralee McGaughey
Division 6

Thomas McGurk
Vice 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
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6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

MEETING NOTICE

THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE STOCKTON EAST WATER DISTRICT WILL BE HELD AT 12:30 P.M., TUESDAY, JANUARY 31, 2023 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.

DUE TO COVID-19 STOCKTON EAST WATER DISTRICT BOARD MEETINGS WILL BE AVAILABLE BY TELECONFERENCE.

Please call (425) 436-6336/Access Code: 866228# 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

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A. Pledge of Allegiance (Director Cortopassi) & Roll Call	
B. Consent Calendar (None)	
C. Public Comment (Non-Agenda Items)	
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	3. Salary Survey Ad Hoc Committee Meeting, 01/30/23	
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	a. Material Included, but Bound Separately from Agenda Packet:	
	1. <u>How Sierra Nevada Record Snowpack Will Impact California Drought</u> , Newsweek.com, 01/23/23	
	2. <u>Rep. Harder Calls Delta Tunnel Project ‘Boondoggle’ During Townhall Meeting</u> , Stocktonia.org, 01/19/23	
	3. Report on General Manager Activities	
	a. CVP Water Association – Executive and Financial Affairs Committees Meeting, 01/24/23	
	b. Stockton East Water District Activities Update	
G.	Director Reports	
	1. US Bureau of Reclamation – Water Users Conference, Reno, NV, 01/24/23 – 01/27/23	49

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I. Agenda Planning/Upcoming Events

1. Greater Stockton Chamber of Commerce Monthly Mixer – Bob Hope Theatre, 5:15 p.m., 02/02/23 51

J. Report of the Counsel

1. Closed Session - Existing Litigation
Stockton East Water District vs. City of Stockton, et al.
Government Code 54956.9 (a)
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Section 54956.9 (Two Cases)

K. Adjournment

Certification of Posting

I hereby certify that on January 26, 2023 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 January 26, 2023.


Justin M. Hopkins, General Manager
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 persons with disabilities.

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THE REGULAR 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, JANUARY 24, 2023 AT 12:30 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

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

Present at roll call at the District were Directors Atkins, Cortopassi, McGaughey, McGurk, Panizza, Sanguinetti and Watkins. Also present were Manager Hopkins, Assistant Manager Vega, District Engineer Evensen, Finance Director Ram, Administrative Assistant McKinney, Legal Counsel Zolezzi and Consultant Barkett.

B. CONSENT CALENDAR

None.

C. PUBLIC COMMENT

Leslie Avansino, President of San Joaquin Chapter of California Women for Agriculture, spoke on behalf of the San Joaquin County Fair. Ms. Avansino distributed a packet highlighting the events and exhibits planned for the fair scheduled for June 2-4, 2023. This year, they are planning a historical display of water issues in the community and she asked if the District would like to participate in offering a display of equipment along with a description or historical comment. Sponsorship is also available at various levels.

Director Cortopassi asked if Ms. Avansino would like the contact information for Kristin Coon (SAWS) who the District sponsors. Manager Hopkins stated the contact information will be forwarded to her.

D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS

President Atkins requested the Board make an emergency addition to the agenda. He stated that the emergency Item (D-4 Handout) is urgent. Legal Counsel Zolezzi stated a 2/3 vote defines the need to consider this item urgent and it must be affirmed that the information came up after the agenda was posted. If these conditions are met, the item can be added to the agenda.

A motion was moved and seconded to add item to the January 24, 2023 Regular Board Meeting Agenda as Agenda Item No. D-4, Agreement Amendment for Emergency Flood Damage Repair on the Upper Farmington Canal (Emergency Item)

Roll Call:

Ayes: Atkins, Cortopassi, McGaughey, McGurk, Panizza, Sanguinetti, Watkins
Nays: None
Abstain: None
Absent: None

1. Minutes 01/17/23 Regular Meeting

A motion was moved and seconded to approve the January 17, 2023 Regular Board Meeting Minutes to include the Emergency Item D-4 (listed below), as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGaughey, McGurk, Panizza, Sanguinetti, Watkins
Nays: None
Abstain: None
Absent: None

2. Warrants – California Public Employees’ Retirement System

A motion was moved and seconded to approve the December 6, 2023 Warrants, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGaughey, McGurk, Panizza, Sanguinetti, Watkins
Nays: None
Abstain: None
Absent: None

3. Concrete Construction Steel Form-work Purchase, 01/24/23

Manager Hopkins introduced Assistant Manager Vega to report out. Assistant Manager Vega reported District Staff has held ongoing discussions related to the construction of forms for building concrete structures for the District’s systems. Wood has been used to build the forms and it is expensive and usually discarded after use which is wasteful. After discussions, Maintenance Staff estimated approximately 75% of the time in concrete work lies in the fabrication of the forms, and is 25% (sometimes more) of the total price of the concrete structure. District Staff sought to find a process that is less wasteful and would pay off in the long run, which led to the selection of steel-forms. In consideration of steel forms, adjustments of the forms can be made based on the size of the work and the purchase amount for the steel forms would break-even after five or six completed projects.

Assistant Manager Vega stated in the 2023-24 budget, the Board approved \$450,000 for Highway 4 Trash Racks project which includes the construction of a new concrete structure on the Lower Farmington Canal and screens. The lowest quote for steel forms is \$36,418. District Staff is proposing the purchase of the steel forms at the beginning of the project, leaving \$115,865 for additional supplies for the work to be completed in 2022-2023 fiscal -year. This is a two fiscal-year project with an additional budget of \$250,000 for the 2023-24 fiscal year. Thus, there is sufficient money in this specific project to fund the purchase of these steel forms which will also lower the cost of future project and save concrete form setup time.

Director Watkins stated sometimes the steel forms don’t come out easily after the pour and careful attention must be followed for the concrete pour.

Director Sanguinetti stated a release agent must be used on the steel forms. Director Sanguinetti asked how many feet of steel panels are being purchased at this price. Assistant Manager Vega replied there would be enough for this current project and will report back to the Board the quantity of steel forms being considered for the purchase.

Director Panizza asked if the manufacturer makes any representation as to how long the steel forms will last. Assistant Manager Vega replied District Staff will research references and see if there are any warranties for the steel forms and report back to the Board. Discussion followed.

The Board directed staff bring this item back to the Board for consideration.

4. Agreement Amendment for Emergency Flood Damage Repair on the Upper Farmington Canal, 01/24/23

Manager Hopkins reported last week District Staff was surveying District facilities for flood damage and found a portion of the Upper Farmington Canal embankment near the Goodwin Tunnel Outlet had been washed out due to high rainfall events causing a stormwater corrugated metal pipe (CMP) culvert to fail. Additional photos presented showed the damage. District Staff began assessing the

damage for in-house repairs and concurrently reached out to K.W. Emerson who had already been contracted by the District to install canal lining as part of the Tunnel Flume Meter Project for next fiscal year. K.W. Emerson provided an estimate of \$120,000 to perform the repair work. The photo presentation showed the CMP pipe is 48-inches in diameter with a washed-out embankment approximately 25 feet deep. District Engineer Evensen stated it is more than 25 feet. Manager Hopkins is confident that the District Staff have the skill to make the repairs, but it would tie up the staff for an undetermined length of time, and there is considerable damage to the Lower Farmington Canal which will need to be repaired.

Manager Hopkins is recommending the District issue an amendment to the agreement to have K.W. Emerson perform the repair work for \$120,000 plus a contingency of \$48,000, for a total not-to-exceed of \$168,000. When this amount is added to the existing agreement amount for the lining work, the total approved cost would be \$328,314, which is within the overall project budget of \$364,000. The District should be reimbursed for most of these flood damage costs. There is a declared state of emergency for flooding in Stanislaus County and Manager Hopkins stated the District will be working with Stanislaus County Office of Emergency Services in submitting the reimbursement cost for flood damage. The type of damage to the CMP pipe was discussed. District Engineer Evensen stated the exact damage inside the pipes is unknown at this time. The design plans show that all canal crossings for stormwater drainage are concrete pipes. Discussion followed.

A motion was moved and seconded to authorize the General Manager to approve an amendment to the Construction Services Agreement with K.W. Emerson, Inc., for a revised not-to-exceed cost of \$265,740, plus a combined contingency for any additional unforeseen work of \$62,574, for a total of \$328,314, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGaughey, McGurk, Panizza, Sanguinetti, Watkins
Nays: None
Abstain: None
Absent: None

E. COMMITTEE REPORTS

1. San Joaquin County Flood Control & Water Conservation District Advisory Water Commission Meeting, 01/18/23
**This meeting was cancelled **
2. Greater San Joaquin County Regional Water Coordinating Committee Meeting, 01/18/23
**This meeting was cancelled **
3. Staffing Ad-Hoc Committee Meeting, 01/23/23
Director Sanguinetti attended the meeting along with Directors McGurk, Panizza, Watkins and Manger Hopkins and additional staff. A potential labor contract with North San Joaquin Water Conservation District for maintenance and operations was discussed. This contract with specifics, liabilities and cost will come back to the Board for approval. Staffing requests for reclassifying job descriptions for engineering and other selected positions were reviewed. The proposed changes would result in an increase in the Municipal Budget, and a slight decrease to the Agricultural Budget. The committee directed all changes recommended by Manager Hopkins be presented to the Board for approval. The requests will be brought back to the Board for approval.

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 01/16/23

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 last night.

There is 202,531 AF in storage at New Hogan Reservoir. Current releases are set at 4,446 cfs. There is 952,753 AF in storage at New Melones Reservoir. Current releases are set at 90 cfs. Current release at Goodwin Dam to Stanislaus River are set at 403 cfs and release to all water users are set at 0 cfs. There are 0 irrigators on New Hogan, 0 irrigators on New Melones, and 0 irrigators out of District. The water treatment plant is currently processing 24 mgd. The City of Stockton is currently processing 12 mgd. Manager Hopkins reported the District wells total water extraction is 4,935 gpm (~7 mgd).

Director Cortopassi asked why the District is still using wells. Manager Hopkins replied the District is using the higher water quality to blend with the poor water quality in the Calaveras River which has high turbidity. This stabilizes the water so it is easier to treat. The District is slowly shutting the wells down with the goal of having none on. President Atkins asked if the District is still using the ponds to settle the turbidity, and Manager Hopkins replied all three ponds are in service for this use. Assistant Manager Vega added the main extraction well is being shut down today to see how the water quality reacts.

2. Information Items:

Manager Hopkins noted item: F2a-1, F2a-2, F2a-3 and F2a-4

Director McGurk commented on page 11 of F2a-4 article, bottom paragraph, questioning the veracity of the wording. Manager Hopkins replied a few statements are correct, however, they may be misleading. Manager Hopkins stated there is no backlog of permit applications, but the process takes three to six months to put one permit application together. The District has been working on its permit application since October, and said application might be submitted next month. Director Sanguinetti commented the ground is absorbing water well.

Director McGurk asked if groundwater recharge is not considered beneficial use. Director Watkins replied a groundwater storage permit must be obtained to extract the water. Manager Hopkins added part of the District's permit that will be issued has to show use of the water which was recharged. Legal Counsel Zolezzi added that Merced is doing this by using their existing pumpers, but the pumpers have to sign and acknowledge the water being extracted first is the recharge water.

3. Report on General Manager Activities

a. San Joaquin Office of Emergency Services – Agricultural Drought Task Force Meeting, 01/18/23
Manager Hopkins introduced Assistant Manager Vega to report out. Assistant Manager Vega reported the water year is above normal at ~200% for San Joaquin County. The snowpack in the sierras in some places is upward of 200-300% of normal for this time of year. The five-station precipitation index for the County was high at 15.8” compared to 6.5” of normal in December. In January, it was 13.6” compared to 7.27”. Overall, the outlook is supposed to change from La Niña to neutral conditions.

b. ACWA State Legislative Committee Meeting, 01/20/23

Manager Hopkins reported he attended this meeting. He also reported, that the ACWA DC trip is scheduled for February 28th to March 2nd. A legislative symposium is scheduled for March 22nd, and the registration for the ACWA Spring Conference (May 9-11) is now available. Manager Hopkins reported ACWA is also working with legislators and member districts on a potential climate bond for water projects. They will have to rely on polling numbers to see how the idea of a bond would float since the voters approved a lot of funding back in 2014 for water projects that have yet to be spent.

There were six bills in the bill packet, most of which were not applicable to the District. One proposal for ACWA sponsorship was to change language in the health and safety code to explicitly allow water utilities to assess fixed costs of operation on property taxes. There was a lot of controversy regarding this proposal, so the committee voted to postpone any sponsorship until October. It will be reconsidered for a potential 2024 bill. The water law judge's proposal would create legislation that requires certain judges to be trained in water law, and then assigned water law cases. This was proposed last legislative session and was declined, and was not moved forward. ACWA's legislative committee is proposing an intent bill that will set a deadline for the judicial counsel to establish water law training for judges who are assigned water law cases, and largely allow the judicial counsel to retain control of how they manage the judges. The last bill of any interest is sponsored by ACWA and allows for a pay-to-play process through the Water Board which is similar to the Army Corps 214 Agreement that was previously discussed with the Board. This new legislation, SB23, will allow entities to enter into agreements with the Water Board to fund a position at that agency to review that agency's project permits. Lastly, the upcoming committee meeting for ACWA is on February 15th. ACWA is changing the layout of these meetings to decrease the amount of information that is repeated from committee to committee. The committee meetings will be reduced to 1 hour, 15 minutes long. At the end of all the committee meetings, there will be a session for ACWA's general updates.

- c. CVP Water Association – Executive and Financial Affairs Committee Meeting, 01/24/23
**This meeting was rescheduled from 1/20 to 1/24 at 1:30 **
Finance Director Ram reported the meeting was changed from 1/20/23 to 1/24/23, and District Staff has been delegated to attend.
- d. Stockton East Water District Activities Update
Manager Hopkins reported last week's shutdown (1/18/23) was successful. District Engineer Evensen added a presentation will be offered next week, and added all repair work was completed early.

Director Sanguinetti asked if the chlorine tanks will be empty. District Engineer Evensen replied both systems will be operational for a month to make sure the hypochlorite system is working without any problems. Once that is verified, the gas chlorine system will be shut down.

Manager Hopkins reported the carbon replacement was started last week which will increase the truck activity in the back of the treatment plant. Manager Hopkins added he had a kickoff meeting with Raftelis regarding the District's Strategic Plan, and a tentative meeting has been scheduled for February 6th or 7th for the group kickoff meeting which includes staff and the Board for feedback. This meeting will be confirmed. Finally, the meeting with Dave Eggerton was held this morning. He was interested in District activities, and how ACWA can support efforts. Manager Hopkins stated the District needs money for the Bellota Project and Farmington Dam Project. Mr. Eggerton mentioned the climate bond could include funding for projects such as those of the District.

G. DIRECTOR REPORTS

- 1. Meeting with Representative Josh Harder's Legislative Director, 01/18/23
President Atkins reported discussion was held for possible funding for the Bellota Fish Screens, and Farmington dam. There is a possible trip to DC in March. Consultant Barkett commented he seemed willing to help.

2. Ag Venture Days (Stockton, CA), 01/18/23
Director Sanguinetti reported there were 200 volunteers, and 3,200 students. It was a good turnout, and the next event is in March (Lodi).
3. Town Hall Meeting with Representative Josh Harder, 01/18/23
President Atkins attended along with Directors Panizza, McGurk, Sanguinetti, and Manager Hopkins. They discussed water issues and flooding. Discussion followed.

H. COMMUNICATIONS

1. United States Army Corps of Engineers & USACE) – New Hogan Project – Request for Temporary Deviation from Water Control Plan Letter, 01/24/23
Manager Hopkins reported he has been working with USACE staff to prepare a formal request for deviation from the water control manual for New Hogan to allow for the reservation of additional water storage, and to operate off the 6” precipitation curve rather than the 12” precipitation curve they are using. Last week USACE staff stated this request is complete and ready for formal submission. Manager Hopkins requested for the Board’s approval to sign the request. The Board approved Manager Hopkins to sign for the formal submission.

I. AGENDA PLANNING/UPCOMING EVENTS

1. San Joaquin Farm Bureau Federation – Water Committee Meeting, 01/24/23
2. CVP Water Association– Executive and Financial Affairs Committee Meeting, 01/24/23
3. US Bureau of Reclamation – Water Users Conference, Reno, NV, 01/24/23 – 01/27/23
4. Eastern San Joaquin Groundwater Authority Technical Advisory Committee Meeting, 01/26/23
5. Salary Survey Ad Hoc Committee Meeting, 01/30/23

J. REPORT OF THE COUNSEL

1. Closed Session - Existing Litigation
Stockton East Water District vs. City of Stockton, et al.
Government Code 54956.9 (a)
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION Section 54956.9 (2 Cases)

President Atkins adjourned the meeting to closed session at 1:38 p.m. to discuss closed session agenda items. The regular meeting reconvened at 2:15 p.m., with the no reportable action.

K. ADJOURNMENT

President Atkins adjourned the meeting at 2:16 p.m.

Respectfully submitted,

Justin M. Hopkins
Secretary of the Board

cm

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 31, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		GROUNDWATER PROD. FUND 68		
1 NexGen Utility Management Inc.	10-5351-0	Professional services for ground water recharge	1,620.00	4021
2 PG&E 1289619691-7	10-5302-0	Electricity 12/09/22-01/08/22 6767 E Main-Extract Well South	2,669.13	12896196917-01/09/23
3 PG&E 1949656419-6	10-5302-0	Gas & Electricity 12/03/22 - 01/12/23 TP-Electric Well#5	25,827.85	19496564196-01/12/23
4 PG&E 4758034525-5	10-5302-0	Electricity 12/09/22-01/08/23 6767 E Main-Extract Well North	2,990.99	47580345255-01/09/23
		GROUNDWATER PROD. FUND 68 TOTAL	\$33,107.97	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 31, 2023**

Agenda Item: D-2b
Date: 01/31/23

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
5 Action Asap Delivery Service	10-5126-0	December 2022 courier services	800.00	91669
6 Availability Professional Staffing	10-5044-0	Administrative Clerk 32 hours (week of 01/15/23)	1,191.96	7871
7 Blackbaud	10-5143-0	Blackbaud financial edge cloud maintenance	665.00	INV-0000255721
8 CA State Water Resources Control Board	10-5116-0	Hosie Low Water Crossing Permitting-Index No: 528176	2,297.00	WD-0227812
9 Central Valley Rentals/Bobcat Central Inc	10-5147-0	Rental of bobcat for installation of SCADA at McAllen spill sites	400.69	R40070
10 Cerida Investment Corp.	10-5141-0	Answering service from 01/17/23-02/13/23	135.30	112-84858
11 Dameron Medical Group Inc.	10-5102-0	Pre-employment exam	270.00	5082K8236
12 Frontier Communications	10-5141-0	Linden Tel Directory listing for 01/07/23-02/06/23	14.61	530-1961403-01/07/23
13 Grainger, Inc.	10-5142-0	HDMI adaptors(2) for stock	18.23	9557078830
14 Herum, Crabtree,Suntag	10-5165-0	Oct/Nov 2022 Central SJWCD Reorganization	6,232.20	105323/104947
15 Herum, Crabtree,Suntag	10-5150-0	Oct/Nov 2022 General Matters	8,755.80	105319/104943
16 Herum, Crabtree,Suntag	10-5190-0	Oct/Nov 2022 SEWD v. SWRCB (Triennial Review)	4,901.26	105180/104818
17 Herum, Crabtree,Suntag	10-5150-0	Oct 2022 City of Stockton/Delta Diversion	1,530.00	104948
18 Herum, Crabtree,Suntag	10-5162-0	Oct/Nov 2022 City of Stockton v. Central San Joaquin WCD	742.05	104950/105325

P.R.

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 31, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
19 Herum, Crabtree,Suntag	10-5171-0	Oct/Nov 2022 Calaveras River Fish Flows	1,027.65	105322/104946
20 Herum, Crabtree,Suntag	10-5162-0	Oct/Nov 2022 v. City of Stockton	929.00	104954/105329
21 Herum, Crabtree,Suntag	10-5162-0	Oct/Nov 2022 OID/SSJID Water Purchase	530.40	104944/105320
22 Herum, Crabtree,Suntag	10-5165-0	Nov 2022 Triennial Review	331.50	105327
23 Herum, Crabtree,Suntag	10-5165-0	Oct/Nov 2022 Stanislaus River Matters	465.16	105318/104942
24 Herum, Crabtree,Suntag	10-5176-0	Oct 2022 Water Right Applications (Master File)	132.60	104951
25 Herum, Crabtree,Suntag	10-5190-0	Oct 2022 GSA	132.60	104953
26 Herum, Crabtree,Suntag	10-5165-0	Oct 2022 New Melones Project	132.60	104945
27 Paul Teixeira	10-5101-0	2022 Safety shoe allowance for P.Teixeira	205.92	Safety reimb. 2022
28 Platt Electric Supply Inc.	10-5147-0	Conduit & fasteners for installation of SCADA at Gotelli	29.47	304793
29 Quill Corporation	10-5125-0	Office supplies ordered on 12/22/22-01/12/23	1,194.62	47234/9240/2101/1715/2444
30 Stockton Windustrial Co.	10-5147-0	Strut clamp for McAllen-Spill sites SCADA installation	67.70	355125 01
31 The Office City	10-5125-0	Office supplies ordered on 12/30/22-1/12/23	151.63	IN-1774964/3661/3573
32 The Record	10-5133-0	Notice of public hearing for revised amount of BMP	127.10	0005174899-NPH BMP
33 TPX Communications	10-5141-0	Jan 2023 telephone charges for SEWD	2,777.71	165936449-0
34 United Rentals North America Inc	10-5147-0	Towable boom rental-installation of solar towers for SCADA	435.31	214325960-001
35 Verve Networks	10-5140-0	Managed IT service monthly billing for February 2023	5,352.10	25709
36 Verve Networks	10-5141-0	Integrating, updating software & server to install StarLink	726.75	25383R
37 Wagner & Bonsignore	10-5176-0	Dec 2022 Prof. services NH Water Rights	295.03	01-23-490
38 Wagner & Bonsignore	10-5176-0	Professional General services 11/10/22-12/15/22	236.25	01-23-489
39 Wille Electric Supply Co, Inc.	10-5147-0	Red washers for installation of SCADA	3.63	S2121811.001
40 XRoads Networks, Inc	10-5141-0	Monthly StarLink SD-WAN by ZeroOutages ISP Jan 2023	345.00	1/12/23
		ADMIN FUND 70 TOTAL	\$43,583.83	

P.R.

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 31, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
41 AA and Bob Allen, Inc.	10-5213-0	Sand for flood repairs on NM prj 2329 (137yds)	8,836.59	134309-136002
42 Badger Meter, Inc.	10-5203-0	Cellular service for Orion cellular endpoints Dec 2022	122.55	80116122
43 HDS White Cap Construction Supply	10-5203-0	Tire wire, rebar, bar tie for Tully Dam replacement project	4,217.18	50020572098/10017355588
44 HDS White Cap Construction Supply	10-5213-0	Sand bags, Visqueen for flood repairs on NM prj 2329	935.23	10017373731/10017369873
45 HDS White Cap Construction Supply	10-5213-0	Rapid set concrete & bucket for flood repairs on NM prj 2329	159.61	10017373760
46 PG&E 1949656419-6	10-5213-0	Gas & Electricity 12/03/22 - 01/12/23 Canal Gate-NM	1,000.95	19496564196-01/12/23
47 PG&E 1949656419-6	10-5202-0	Gas & Electricity 12/03/22 - 01/12/23 Canal Gate-NH	84.10	19496564196-01/12/23
48 PG&E 2333223109-3	10-5213-0	Electricity 12/12/22-01/10/23 Sonora Rd-NMCF	68.48	23332231093-01/11/23
49 PG&E 3117175782-1	10-5213-0	Electricity 12/16/22-01/17/23 Escalon Bellota trash rack	115.14	31171757821-01/18/23
50 PG&E 4252412479-1	10-5213-0	Electricity 12/15/22-01/16/23 Tulloch Rd (Goodwin Dam)-NMCF	22.42	42524124791-01/17/23
51 PG&E 5598232323-4	10-5213-0	Electricity 12/09/22-01/08/23 E Funck Rd Gates	64.08	55982323234-01/09/23
52 PG&E 6377610771-4	10-5213-0	Electricity 12/09/22-01/08/23 Copperopolis Rd trash rack	127.28	63776107714-01/09/23
53 PG&E 8683314685-4	10-5213-0	Electricity 12/12/22-01/10/23 Duck Creek trash rack	218.36	86833146854-01/11/23
54 Platt Electric Supply Inc.	10-5217-0	Wire, conduit, fittings for Duck Creek trash rack improvements	566.77	3053069

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 31, 2023**

	Vendor name	Account #	Description	Amount	Invoice No.
			WATER SUPPLY FUND 71		
55	International Water Screens Co.	10-5217-0	Traveling trash rack for Hwy 4 prj 2313	331,365.00	Z-1508
56	Rexel USA Inc	10-5217-0	Circuit breakers to install control panel-Duck Creek trash rack	322.05	S135402298.001
57	San Joaquin County Dept. of Public Works	10-5206-0	Waste disposal for clean up at Bellota	715.72	1222000445
58	Stockton Windustrial Co.	10-5206-0	Y strainer for Bellota	196.19	354793 02
59	UniFirst Corporation	10-5213-0	Weekly laundry service 01/12/23 & 01/19/23	250.49	370 1450718/370 1452326
60	Wille Electric Supply Co, Inc.	10-5217-0	Conduit, fittings, fasteners to install control panel-Duck Creek	1,253.58	S2121326.001/S2122324.001
			WATER SUPPLY FUND 71 TOTAL	\$350,641.77	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 31, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		VEHICLE FUND 91		
61 AutoZone Stores Inc.	10-5182-0	Fuses, fuse holder, & switch for Unit 79	55.56	4036191983
62 AutoZone Stores Inc.	10-5182-0	Fuses to install light bars on Unit 79	19.30	4036192081
63 California Welding Supply Co.	10-5182-0	Retractable hose reel & welding hose for Unit 56	307.79	859897/859873
64 Delta Wireless & Network Solutions	10-5182-0	Installation of radio in Unit 79	717.99	193000456-1
		VEHICLE FUND 91 TOTAL	\$1,100.64	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 31, 2023**

	Vendor name	Account #	Description	Amount	Invoice No.
			MUNICIPAL & INDUSTRIAL FUND 94		
65	Acme Saw & Supply	10-5343-0	Maintenance service to chainsaw	54.58	384459
66	Campora Propane Service	10-5343-0	Heater heads for heaters (3)/Propane (11.9 gallons)	577.20	2558882/2617656
67	Charlie's Day & Nite, Inc.	10-5326-0	Keys for Admin Supervisor-Finance Director office/Super glue	9.76	506833
68	FGL Environmental	10-5308-0	Coliform bacti monitoring sampled on 12/12/22-01/05/23	2,345.00	256761A-330239A
69	Fresno Oxygen	10-5321-0	Welding gases (AR, CO2,O2)/Hose & fitting for welding	237.36	63104589/940/527
70	Fresno Oxygen	10-5328-0	Welding tank rental	24.51	91603066
71	Giuliani & Kull Inc	10-5323-0	Construction staking for Sodium Hypochlorite const prj 2303	1,280.00	131247
72	Grainger, Inc.	10-5341-0	Rain suits for maintenance (4)/Trash bags for Ops	593.82	9562564287/9557997781
73	Grainger, Inc.	10-5321-0	Bulb recycling kit for maintenance (2)	243.98	9562646555
74	Grainger, Inc.	10-5326-0	HVAC air filters (24)/Lamp bulbs (36) for building lights	292.99	9563706069/9557078830
75	Grainger, Inc.	10-5343-0	Pipe wrench for maintenance (1)	72.40	9562564279
76	McMaster-Carr Supply Co	10-5326-0	Tarp, pipe, & fittings to cover roof leak at High Service	384.90	90127923
77	McMaster-Carr Supply Co	10-5321-0	Wheel for maintenance on SED basins	336.05	90249563
78	PG&E 1949656419-6	10-5302-0	Gas & Electricity 12/03/22 - 01/12/23 Street LTS TP	22.85	19496564196-01/12/23

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 31, 2023**

	Vendor name	Account #	Description	Amount	Invoice No.
			MUNICIPAL & INDUSTRIAL FUND 94		
79	PG&E 1949656419-6	10-5303-0	Natural Gas 12/03/22 - 01/12/23 TP	4,411.67	19496564196-01/12/23
80	PG&E 3795916542-6	10-5302-0	Electricity 12/09/22-01/09/23 6767 E Main-North Raw Water	193.33	37959165426-01/10/23
81	PG&E 7493068226-0	10-5302-0	Electricity 12/15/22-01/13/23 Outdoor Light-TP	11.98	74930682260-01/13/23
82	Platt Electric Supply Inc.	10-5321-0	Conduit, fittings for installation of level sensor in chemical feed tank	62.73	3037084
83	Rexel USA Inc	10-5321-0	Mounting base & light module to replace Chlorine alarm light	375.62	S135435868.001
84	Rexel USA Inc	10-5321-0	Outlet box & cover to replace Chlorine alarm light	9.62	S135435868.002
85	Stockton Scavengers/Waste Management Corp	10-5324-0	20 yard bin and dump fees for period 12/01/22-12/31/22	2,181.09	62768-0051-0/62694-0051-8
86	Terracon Consultants, Inc	10-5323-0	Inspection services-Sodium Hypochlorite prj 2303 01/06/23	863.00	TH95177
87	Thatcher Company of CA	10-5301-0	Acidified alum delivered on 01/09/22-01/10/23	10,255.83	2023250108104/250108103
88	UniFirst Corporation	10-5342-0	Weekly laundry service 01/12/23 & 01/19/23	712.93	370 1450718/370 1452326
89	United Rentals North America Inc	10-5326-0	Heater for maintenance shop improvements project	484.88	214364450-001
90	USA Blue Book	10-5307-0	Acetate buffer solution for lab	401.27	225436
			MUNICIPAL & INDUSTRIAL FUND 94 TOTAL	\$26,439.35	

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**STOCKTON EAST WATER DISTRICT
 INVOICES AND PAYROLL FOR BOARD PACKAGE
 JANUARY 31, 2023**

Fund Number	Fund Summary	AP Amount
Fund 68	Groundwater Prod. Fund	33,107.97
Fund 70	Administration Fund	43,583.83
Fund 71	Water Supply Fund	350,641.77
Fund 91	Vehicle Fund	1,100.64
Fund 94	Municipal & Industrial Fund	26,439.35
	TOTAL FUND SUMMARY	\$454,873.56

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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
EDB	Ethylene Dibromide
Educ	Education
ESA	Endangered Species Act
FCC	Federal Communications Commission
FCCU	Financial Center Credit Union
FOIA	Freedom of Information Act
FWPS	Finished Water Pump Station
GM	General Manager
HCP	Habitat Conservation Plan
HP	Hewlett Packard
HVAC	Heating, Ventilating Airconditioning
LD	Long Distance
LFC	Lower Farmington Canal
LT2	Long Term 2 -Enhanced Surface Water Treatment Rule
M&O	Maintenance & Operations
MCC	Master Control Center
MIB	Methylisoborneol
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
PACL	Poly Aluminum Chloride
PM	Preventive Maintenance
Prof	Professional
PSM	Process Safety Management
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

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Vehicles	
Unit 36 2004 Chevy Pickup 2500hd Silverado	Pickup Truck
Unit 37-2004 Jeep Grand Cherokee Laredo	Automobile
Unit 47 2008 Chevy Pickup Silverado 2500 4x4	Pickup Truck
Unit 49 2009 Ford Edge AWD - Ltd	Automobile
Unit 55 2010 Ford F150 Pickup	Pickup Truck
Unit 57 2011 Ford F150 Pickup Long Bed	Pickup Truck
Unit 64 2015 Ford F250 S-Duty 4wd	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
Light equipment	
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 60 2014 Polaris Ranger EV- Operations	Utility Vehicle
Unit 61 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 62 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 63 2014 Polaris Ranger EV- Operations	Utility Vehicle
Heavy equipment	
Mower-walker	Tractor
Unit 16 2003 Ford 450 -- diesel	Heavy Truck
Unit 26 1990 International Dump Truck	Heavy Truck
Unit 29 Caterpillar Backhoe	Heavy Equip.
Unit 31 1998 Freightliner Boom Truck 15 ton	Heavy Truck
Unit 38 John Deere 6420 Tractor	Tractor
Unit 41 Case Tractor 570mxt Turbo	Tractor
Unit 45 2008 Ford F650 Flatbed Truck (diesel)	Heavy Truck
Unit 48 2008 Chevy Kodiak C4500 (diesel)	Heavy Truck
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.
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 Welding Trailer	Trailer
Unit 71 2017 Utility Landscaping Trailer	Trailer
Unit 72 2002 Utility Trailer	Trailer
Unit 73 2002 Utility Trailer	Trailer
Unit 78 Utility Trailer	Trailer

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Memorandum

To: Board of Directors
From: Justin Hopkins – General Manager
Juan Vega – Assistant General Manager
Priya Ram – Finance Director
Date: January 31, 2023
Re: Reorganization and Reclassification of Staff

BACKGROUND

District staff have discussed ongoing staffing changes as a result of vacancies, inaccurate job descriptions/classifications, and evolving workloads. From those discussions, staff requests the Board of Directors (Board) consider additional reorganization and reclassification changes to meet the District's needs.

SUMMARY

District staff proposes the following reorganization and reclassification changes:

- Reclassify the Account Clerk position to Accounting Technician, which is consistent with the pay and the recommended job title. The title change does not have an impact on the salary of the two employees affected by the change. This title change will make the positions competently comparable in the current and future salary surveys.
- Reorganize the Special Projects Manager position to Associate Engineer I. Recently, the former Special Projects Manager retired and the purpose for creation of the classification, SCADA system implementation, is nearly complete. When looking at potential job classifications that may fit the needs of the District at a price that offers value, staff identified Associate Engineer I as the classification that would be a viable replacement for the Special Projects Manager position.
- Create an additional Electrical Technician II position. As the implementation of the District's SCADA system nears its completion, staff has found a long-term staffing need that will need to be addressed in the immediate future to support the various SCADA components now in place and any implementation of future SCADA-integrated items. The contractor currently implementing SCADA, ControlPoint Engineering, has been generous in troubleshooting and maintaining certain parts of the system that have been completed a while back. More recently, however, they have been more reticent to offer this out-of-scope support work without additional payments. The support, however, is very expensive (at \$180 per hour) and the District's work must fit into ControlPoint's schedule.
- Refill the Water Supply Manager position that has been vacant since 2015, but continues to be funded within the District budget, including during Fiscal Year 2023-2024. The Water Supply Manager formerly provided oversight of the District's water supply operations, maintenance, and construction activities, with the support of three supervisory positions. Construction and heavy maintenance responsibilities were transferred to the Maintenance Manager in June 2022; however, the Water Supply department is still responsible for operations and ongoing maintenance of the water

supply system. The supervisor/manager workload needs to be rebalanced through fulfillment of the vacant Water Supply Manager position and proper redistribution of supervisory and management tasks.

- Staff is requesting to suspend fulfillment of the Administrative Services Manager position and instead create a second Administrative Assistant position which will primarily handle the human resources administration and risk management portion of the Administrative Services Manager’s position. The remaining Administrative Services Manager tasks have been redistributed to the Finance Director and General Manager.

FINANCIAL IMPACT

The recommended changes will increase the total number of staff by two, the total number of funded positions by one, will accurately reclassify job descriptions to existing titles, and provide job descriptions reflective of actual job duties. The immediate increase to salary and benefits costs are detailed in **Table 1** and are based on the District’s current salary schedule. Long-term impact is estimated at \$83,155.20 based on step 5 wages; however, the long-term cost will be reduced based on the amount of work that the Electrical Technician II saves the District from contracting out SCADA-related work—the fully loaded rate (\$91.83/hour) of the new position would be near half the price of using paid consultants.

TABLE 1.

Line	Job Classification	Salary Change	Benefit Change	Increase Salary +Benefit
1	Electrical Technician II	98,460.00	59,076.00	157,536.00
2	Special Projects Manager	(123,948.00)	(74,368.80)	(198,316.80)
3	Associate Engineer I	104,004.00	62,402.40	166,406.40
4	Administrative Services Manager	(157,608.00)	(94,564.80)	(252,172.80)
5	Administrative Assistant	85,620.00	51,372.00	136,992.00
6	Net Change	6,528.00	3,916.80	10,444.80
7	Ag Share	(9,358.44)	(5,615.06)	(14,973.50)
8	M&I Share	15,886.44	9,531.86	25,418.30

**Only reclassifications resulting in a financial impact to the budget are shown.*

RECOMMENDATION

District staff recommends the Board authorize the following changes:

- Reclassify the Account Clerk I/II to Accounting Technician I/II.
- Reorganize the Special Projects Manager to Associate Engineer I.
- Create an additional Electrical Technician II position.
- Create an additional Administrative Assistant position in-lieu of replacing the vacant Administrative Services Manager position.
- Refill the vacant Water Supply Manager position.

**AGREEMENT FOR THE TRANSFER OF WATER BY AND AMONG THE
OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN IRRIGATION
DISTRICT, AND THE STOCKTON EAST WATER DISTRICT**

This AGREEMENT FOR THE TRANSFER OF WATER (“**Agreement**”) is entered into this 3rd day of January 2023, by and among the OAKDALE IRRIGATION DISTRICT (“**OID**”), the SOUTH SAN JOAQUIN IRRIGATION DISTRICT (“**SSJID**”) (collectively, the “**Districts**”), and the STOCKTON EAST WATER DISTRICT (“**Stockton East**”).

RECITALS

WHEREAS, the Districts are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and

WHEREAS, the Districts have pre-1914 adjudicated water rights to divert the first 1816.6 cfs from March 1 until November 1 from the Stanislaus River; and

WHEREAS, the Districts and Stockton East had previously entered into the transfer of up to 30,000 acre feet annually (“**AFA**”) from 1999 to 2009; and

WHEREAS, Stockton East is a water conservation district formed pursuant to special act of the California Legislature;

WHEREAS, Stockton East holds a contract with Reclamation for water delivery from the New Melones Project as a CVP contractor from the East Side Division;

WHEREAS, Stockton East intends by this Agreement to (1) obtain additional surface water for use within its boundaries, (2) cause the reduction in the extraction of groundwater, and (3) assist their landowners, water users and water purveyors in obtaining a safe and reliable water supply.

NOW, THEREFORE, the Districts and Stockton East, on the terms and conditions herein set forth, agree as follows:

AGREEMENT

1. **DEFINITIONS:** The following definitions shall govern this Agreement:

A. “**California Environmental Quality Act**” or “**CEQA**” means Public Resources Code Section 21000 et seq.

B. “**CVP**” means the Central Valley Project.

C. “**Delivery**” means the Districts’ water made available at Goodwin Dam and measured at the Stockton East gauge located at the Goodwin Tunnel outlet. The Districts will make the water available at Goodwin Dam on the schedule developed pursuant to Section 14 of this Agreement. The water made available at Goodwin Dam will be diverted by Stockton East at the Stockton East tunnel located on the north side of the impoundment behind Goodwin

Dam. This definition is intended to include the grammatical variations of the term “**delivery**” including “**deliver**” and “**delivered**,” where such term is used in reference to water.

D. “**Delivery Point**” shall mean the Stockton East gauge located at the Goodwin Tunnel outlet.

E. “**FNF**” shall mean the Full Natural Flow calculation made by the California Department of Water Resources for the Stanislaus River.

F. “**Goodwin Agreement**” shall mean that March 23, 1990 agreement by and among the County of San Joaquin, City of Stockton, Districts, Goodwin Tunnel Financing Authority and Stockton East.

G. “**Parties**” means the Districts and Stockton East.

H. “**Reclamation**” means the United States Bureau of Reclamation.

I. “**Shortage Policy**” shall mean the Central Valley Project East Side Division Shortage Policy for New Melones used by Reclamation to determine allocations to CVP East Side Division contractors as set forth in that letter from Reclamation to Stockton East dated December 22, 2021.

J. “**State Board**” shall mean the State Water Resources Control Board.

K. “**Transfer Water**” shall mean that water to be made available by the Districts to Stockton East pursuant to Section 3 and the terms and conditions of this Agreement.

L. “**Year Type**” means the Year Types as determined by the San Joaquin River Basin 60-20-20 Index and shown on the table in Section 3. These year types are currently used, in part or in whole, by Reclamation under the Shortage Policy.

M. “**Year**” shall run concurrently with the “**Water Year**” defined as October 1 through September 30 of the following calendar year.

2. **TERM:** This Agreement shall become effective upon execution by all Parties and shall terminate on December 31, 2033. The Parties agree to make a good faith effort to renegotiate the terms of this Agreement at its conclusion with the aim of reaching an additional ten (10) year deal.

3. **WATER AVAILABLE FOR PURCHASE:** Pursuant to this Agreement the Districts shall make Transfer Water available to Stockton East in the amounts set forth in this Section, subject to the terms and conditions of this Agreement. Transfer Water will be used within the boundaries of Stockton East. The Parties acknowledge that the Shortage Policy currently anticipates the following allocations to Stockton East under the following Year Types:

Annual Allocations for Central Valley Project, East Side Division Contractors

60-20-20 Index	CVP Contractor Allocation (acre feet)
Critical	0
Dry	49,000
Below Normal, Above Normal and Wet	155, 000

A. The Transfer Water made available under this Agreement will depend on Reclamation’s determination of allocations to its East Side Division CVP contractors, under the Shortage Policy as follows:

i. Critical Year. Stockton East shall request water from Reclamation for Health, Safety and Welfare. If Reclamation does not make water available to Stockton East pursuant to their request, then the Districts shall make Ten Thousand (10,000) acre feet (“AF”) of Transfer Water available to Stockton East pursuant to this Agreement.

ii. Dry Year, Below Normal, Above Normal and Wet Years. When the East Side Contractors receive less than a full allocation of 155,000 AF, the Districts shall make available to Stockton East pursuant to this Agreement up to Twenty Thousand (20,000) AF of Transfer Water as scheduled by Stockton East in accordance with Section 12.

B. The Transfer Water made available for Delivery will be made available by the Districts at the Delivery Point in accordance with the requirements set forth in Section 10.

4. COMPLIANCE WITH APPLICABLE LAWS AND OBTAINING APPROVALS:

A. It is a condition to the obligations of the Parties under this Agreement that the Parties comply with the requirements of CEQA. The Districts shall be lead agencies for CEQA purposes.

B. No approval of the transfer is required by the State Board as the State Board does not have jurisdiction over pre-1914 water rights.

5. **PURCHASE PRICE:** Stockton East shall pay Two Hundred Dollars (\$200.00) per AF for water diverted and used for irrigation purposes, and Three Hundred Dollars (\$300.00) per AF for water diverted and used for municipal and industrial purposes. The price for water used for agricultural purposes shall be increased annually by the percentage increase specified Terms And Conditions For Irrigation Of Lands Outside Oakdale Irrigation District Boundaries During The 10-Year Out-Of-District Water Sale Program.

6. **WATER QUALITY:** The Districts make no warranty or representations as to the quality of the Delivery to Stockton East.

7. **WATER MEASUREMENT AND DELIVERY:** Districts shall provide the Transfer Water to be made available as set forth in Section 3. The Transfer Water will be made available and measured at the Delivery Point to an accuracy accepted by the water industry. Measurements shall be provided monthly to the Districts in the Years in which water is made available.

8. **PAYMENT:**

A. The Districts shall invoice Stockton East every month in the years in which Transfer Water is made available. The invoices will be based on the amount diverted and measured at the Delivery Point. In addition, Stockton East will provide the districts with a monthly breakdown of how the Transfer Water was used so the price can be determined for the quantity diverted.

B. Stockton East shall remit payment within sixty (60) days of receipt of the invoice.

9. **INTEREST:** Stockton East shall pay the Districts interest at an annual interest rate of ten (10) percent on any charges that remain unpaid sixty (60) days beyond the due date.

10. **DISTRICTS' LIMITING CONDITIONS:** The Districts' obligation to make available the quantity of Transfer Water specified in Section 3 of this Agreement will, at all times, be subject and subordinate to the following conditions:

A. The terms and conditions of the Districts water rights as they currently exist; and

B. The availability of pre-1914 water in the Stanislaus River at Goodwin Dam as determined by the FNF calculation; and

C. The 1988 Agreement and Stipulation between the Districts and Reclamation as it now exists and as modified from time to time;

D. The terms and conditions of Federal Energy Regulatory Commission licenses, as they now exist, and as they may be amended and/or renewed upon relicensing including, but not limited to, those held for Tulloch and Goodwin Dams;

E. The rights of landowners, within the boundaries of OID or SSJID, to the beneficial use of their respective District's water as relates to the delivery of water purchased pursuant to this Agreement; and

F. The rights of landowners outside the boundaries of OID who have signed up to receive water under the districts 10 year program

G. Applicable federal and state laws now in existence, and as modified from time to time, which may affect the Districts' rights or obligations; and

H. The rights of the cities of Lathrop, Manteca, Escalon, and Tracy pursuant to each city's Water Supply Development Agreement with SSJID.

The conditions described in (A) – (H), inclusive, above, are collectively referred to as the "**Districts' Limiting Conditions**". Nothing in this Agreement shall be construed so as to contradict, conflict with, or otherwise be contrary to the provisions of any of the Districts' Limiting Conditions; and in the event of any conflict between any of the Districts' Limiting Conditions and this Agreement, the Districts' Limiting Conditions shall control.

11. **STOCKTON EAST LIMITING CONDITIONS:** Stockton East's obligation to purchase Transfer Water specified in Section 3 of this Agreement will, at all times, be subject and subordinate to the following conditions:

A. Stockton East shall be obligated to pay only for Transfer Water that has been scheduled and delivered by Districts; and

B. Applicable federal and state laws now in existence, and as modified from time to time, which may affect Stockton East's rights or obligations.

12. **DELIVERY SCHEDULE:**

A. Consistent with this Agreement and specifically Section 3, the Districts will make the Delivery available at the Delivery Point on a schedule developed by the Districts and Stockton East ("**Delivery Schedule**"). The Districts and Stockton East shall start every February after Reclamation's initial forecast and allocation to develop the Delivery Schedule. The Delivery Schedule will change every year. When the Delivery is finalized will be based on Reclamation's final determination of allocation to Stockton East. The Delivery Schedule will be limited by the Districts' ability to divert March 1 – November 1, the daily Full Natural Flow, and Reclamation's determination of allocation, and Stockton East's needs.

B. The parties shall meet in February after the Department of Water Resources ("**DWR**") releases its February forecast. Using the forecasts released by DWR, Tri Dam Authority, DWR, and the Pacific Institute, the parties will work to determine the San Joaquin River Basin Index. The parties will make a determination as to the Index. The parties will then determine the amount of water to be delivered to Stockton East.

C. If the parties determine it is a critical year, then Stockton East shall request 10,000 Health and Safety water from Reclamation. If no response is received from Reclamation by March 1, then the Districts will commence to deliver water. If Reclamation agrees to deliver 16,000 AF of Health and Safety Water after March 1, then deliveries shall cease and Stockton East will pay the Districts for the water delivered. If Reclamation does not agree, then the Districts will deliver up to 10,000 AF.

D. If the parties determine it is a Dry year, then the Districts will provide up to 20,000 AF on a delivery schedule agreed to by the parties. Deliveries will commence on March 1. If the SJR Basin Index goes from Dry to Below Normal on May 1, then deliveries shall cease. If the SJR Basin goes from Dry to Critical the parties shall meet and confer if 10,000 AF or 20,000 AF shall be delivered.

E. If the parties determine in February it is a Wet, Above Normal, or Below Normal water year, then no water shall be delivered. Stockton East may ask Reclamation after this determination if Reclamation is going to abide by its allocation or determine that a lesser amount of water will be available. If by March 1 Reclamation determines that a lesser amount of water will be made available to Stockton East than the annual allocations for Above Normal, Below Normal and Wet years specified in Section 3, then the Districts will commence delivery on March 1, as if it was a Dry year. If Reclamation subsequently determines it will make a full allocation available then deliveries will cease.

13. **WATER SUPPLY REDUCTIONS:** The Districts may reduce or terminate the Delivery for any of the following reasons: the Districts' Limiting Conditions arise; 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 the Districts; diversions outside the control of the Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River; and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts. The Districts shall make good faith efforts to avoid such reductions, but Stockton East agrees that Districts shall not be liable for reductions of supply in this Agreement due to the above-stated causes.

14. **APPROVALS AND COSTS:** The cost to prepare the appropriate CEQA documentation shall be paid one-half by the Districts and one-half by Stockton East.

15. **LITIGATION COSTS:** The Districts agree to defend their own interests in any litigation or regulatory action challenging the validity of the Districts' water rights. The Parties shall each defend their own interests in litigation or regulatory action involving this Agreement, including environmental compliance and purchase of the Transfer Water. All Parties agree to reasonably cooperate with each other in the defense of any litigation that may be filed as a result of this Agreement. This Section shall survive termination or expiration of this Agreement.

16. **COOPERATION:** To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other Parties in obtaining all such necessary approvals and preparation of required environmental documents. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.

17. **WAIVER OF RIGHTS:** Any waiver, at any time, by any Party of its rights with respect to a breach, default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default, or matter with respect to this Agreement.

18. **ASSIGNMENT:** No party may assign its rights or obligations under this Agreement, in whole or in part, without prior written consent of all Parties hereto. Any attempted assignment of this Agreement, in whole or in part, without the prior written consent of all Parties hereto is void. Notwithstanding the foregoing, the Parties acknowledge that Stockton East has pending a current application before the San Joaquin Local Agency Formation Commission to consolidate with the Central San Joaquin Water Conservation District. Such consolidation is expressly contemplated by this Agreement, and upon consolidation, the phrase "Stockton East" as used in this Agreement shall include the consolidated district.

19. **NOTICES:** All notices that are required, either expressly or by implication, to be given by any Party to the other under this Agreement shall be signed for by the Districts and Stockton East by such officers as they may, from time to time, authorize in writing to so act. Any notices to Parties required by this Agreement shall be hand-delivered, mailed by United States first-class postage prepaid, or delivered by electronic mail followed by written notice sent by U.S. mail, and addressed as follows:

OAKDALE IRRIGATION DISTRICT
Scot Moody, General Manager/Secretary
Oakdale Irrigation District
1205 East "F" Street
Oakdale, CA 95361
Email: smoody@oakdaleirrigation.com
Phone: (209) 847-0341

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
Peter Rietkerk, General Manager
South San Joaquin Irrigation District
11011 East Highway 120
Manteca, CA 95336
Email: prietkerk@ssjid.com
Phone: (209) 249-4645

STOCKTON EAST WATER DISTRICT
Justin Hopkins, General Manager
Stockton East Water District
Post Office Box 5157
Stockton, CA 95205
6767 East Main Street,
Stockton, CA 95215
Email: jhopkins@sewd.net
Phone: (209) 948-0333

Notice shall be deemed given by operation of any of the following, whichever occurs earliest: (1) two (2) calendar days following mailing via regular or certified mail, return receipt requested, (2) One (1) business day after deposit with any one-day delivery service assuring "next day" delivery, (3) upon actual receipt of notice, which, for notice by electronic mail, will be deemed received on the day the electronic mail is sent if the electronic mail is sent to an address or addresses listed in this Section. The Parties shall promptly give written notice to each other of any change of address and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

20. **APPROVALS:** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review, or determination of any Party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

21. **TERMINATION:** If final CEQA activities and requirements are not satisfied by January 3, 2024, any Party may terminate this Agreement by written notice to the other Party or Parties. If the State Board, Reclamation, or any other state or federal agency, or any state or federal court, exercising jurisdiction over this Agreement and/or the operations of any Party or the Districts' water rights, imposes any requirement, limitation, mitigation, operational restrictions, fees, charges, costs, water right restrictions or operating criteria upon any Party, then any Party may determinate that compliance with this Agreement or with such requirement, limitation, restriction or other constraint is not in its best interest and may unilaterally terminate this Agreement upon written notice to the other Party or Parties. If, in either Party's judgment,

the costs of litigation, the restrictions or mitigation imposed by any agency or court pursuant to CEQA, or any relief afforded to plaintiffs in an action brought in state or federal court involving this Agreement are too burdensome in relation to the benefits to be received under this Agreement, then any Party may terminate this Agreement upon written notice to the other Party or Parties.

22. **DISPUTE RESOLUTION:** In the event of any dispute regarding interpretation or implementation of this Agreement, authorized representatives from the Districts and Stockton East shall endeavor to resolve the dispute by meeting within thirty (30) days after the request of a Party to resolve the dispute. If the dispute remains unresolved after such meeting, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of said consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to one or more of the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

23. **OTHER AGREEMENTS:**

A. Nothing contained within this Agreement restricts the ability of the Districts to provide water services and sales to its existing landowners, municipalities and outside lands.

B. This Agreement amends the Goodwin Agreement to the extent necessary to permit the Parties to carry out the terms hereof. Districts specifically agree that the license granted Stockton East pursuant to Section 2.1 of the Goodwin Agreement shall be deemed to enable Stockton East to take delivery of water made available by Districts under this Agreement.

24. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the Districts and Stockton East, and supersedes any oral agreement, statement, or promise between them relating to the subject matter of the Agreement. Any amendment of this Agreement, including oral modifications, must be reduced to writing and signed by all Parties to be effective.

25. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one full set of counterparts. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

26. **SIGNATURE CLAUSE:** The signatories represent that they have appropriate authorization to enter into this Agreement on behalf of the Party for whom they sign.

27. **GENERAL INTERPRETATION:** The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party

causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

PARTIES:

STOCKTON EAST WATER DISTRICT

DRAFT

By: _____
Justin Hopkins, General Manager

OAKDALE IRRIGATION DISTRICT

DRAFT

By: _____
Scot Moody, General Manager

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

DRAFT

By: _____
Peter Rietkerk, General Manager

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Resolution No. 22-23-16

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

AUTHORIZATION TO FILE A GRANT APPLICATION WITH THE
CALIFORNIA DEPARTMENT OF WATER RESOURCES UNDER THE 2022 URBAN
COMMUNITY DROUGHT RELIEF GRANT PROGRAM FOR THE BELLOTA WEIR
MODIFICATIONS PROJECT, EXECUTE ANY REQUIRED DOCUMENTS AND PROVIDE
DELEGATION OF AUTHORITY

WHEREAS, the Board of Directors of the Stockton East Water District (District) desires to file a grant application with the California Department of Water Resources for the 2022 Urban Community Drought Relief Grant Program;

WHEREAS, the District intends to construct the Bellota Weir Modifications Project (Project) to improve fish passage in the Calaveras River and improve diversion of surface water for groundwater recharge;

WHEREAS, the Bellota Weir Modification Project Phase One portion for the 2022 Urban Community Drought Relief Grant Program is estimated at \$21,000,000 and the District will budget \$5,250,000 towards construction of the first phase of the Project;

WHEREAS, the District will submit an Urban Community Drought Relief Grant Program application to the Department of Water Resources for improving the diversion of surface water for groundwater recharge at the Bellota Weir for \$15,750,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stockton East Water District that the grant application under the 2022 Urban Community Drought Relief Grant Program and the Budget Acts of 2023, 2024, and 2025 be made to the California Department of Water Resources, and to enter into an agreement to receive the grant;

PASSED AND ADOPTED at a regular meeting by the Board of Directors of the Stockton East Water District on the 31st day of January 2023 by the following vote of the members thereof:

- AYES:
- NAYES:
- ABSENT:
- ABSTAIN:

DRAFT

Richard Atkins, President

ATTEST:

DRAFT

Justin M. Hopkins
Secretary of the Board

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BROWN ACT LEGISLATIVE CHANGES FOR REMOTE MEETINGS

Changes to the Brown Act in Response to the COVID-19 Emergency

As you know, in 2020, Executive Order N-29-20 suspended certain public meeting requirements of the Brown Act, and authorized local legislative bodies to hold public meetings through teleconferencing without complying with traditional notice and accessibility requirements. AB 361 extended the relaxed Brown Act teleconference rules for public meetings through December 31, 2023.

AB 2449 Changes

Effective January 1, 2023, AB 2449 provides a new method for less than a majority of the board to attend a meeting via teleconference under certain conditions when the majority (a quorum) of the legislative body participates from a single physical location open to the public.

To take advantage of this new opportunity, the legislative body must provide either a “two-way audiovisual platform” or a “two-way telephonic service and a live webcasting of the meeting” as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body.” (Gov. Code, § 54953(f)(1)(A).)

Agendas must include an opportunity for all persons to attend and address the legislative body directly “via a call-in option, via an internet-based service option, and at the in-person location of the meeting.” (Gov. Code, § 54953(f)(1)(C).)¹

A member of the legislative body is authorized to participate remotely pursuant to Government Code section 54953(f) under only two specific circumstances:

1. **Just Cause:** The member notifies the legislative body at the earliest possible opportunity, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. A member of the legislative body may not use the provisions of this clause for more than two meetings per calendar year. “**Just Cause**” is defined as any of the following circumstances:
 - a. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely;
 - b. A contagious illness that prevents a member from attending in person;
 - c. A need related to a physical or mental disability; or
 - d. Travel while on official business of the legislative body or another state or local agency.

¹ If there is a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, the legislative body cannot take any “further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored.” (Gov. Code, § 54953(f)(1)(D).) Actions taking during a disruption are subject to challenge.

2. **Emergency Circumstances:** The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person. The legislative body must request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and does not require the member to disclose any medical diagnoses or disability, or any personal medical information that is already exempt under existing law. For the purposes of this clause, the following requirements apply:

- a. A member must make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member must make a separate request for each meeting in which they seek to participate remotely.
- b. The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting of which the request is made, the legislative body may take action by majority vote on the emergency circumstances request at the beginning of the meeting.

Any member participating remotely because of just cause or emergency circumstances must publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals. In addition, the member must participate through both audio and visual technology. The provisions of Government Code section 54953(f) do not permit a member to participate solely via teleconference for a period more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year.

Conclusion:

- From January 1, 2023 through the earlier of December 31, 2023, or if and when the Governor lifts the proclaimed state of emergency due to the COVID-19 pandemic, the board can continue to follow the rules of AB 361 that it is following now.
- From January 1, 2023 until it expires on December 31, 2025, the board has the option of following the new provisions of AB 2449.

PERMIT TO ENTER AND PERFORM STUDIES

This PERMIT TO ENTER AND PERFORM STUDIES (“**Permit**”) is entered in this ___ day of _____, 2023 by and between SAN JOAQUIN COUNTY (“**County**”) and STOCKTON EAST WATER DISTRICT (“**Stockton East**”).

1. RECITALS.

A. Stockton East is the owner in fee of that certain real property identified as San Joaquin County Assessor Parcel Numbers 093-180-11 and 091-350-10 with a property address of 23995 East Shelton Road and 24278 East State Highway Route 26, Linden, California (“**Property**”).

B. County is undertaking the Escalon-Bellota Road Bridge No. 29C-051 Replacement Project (“**Project**”) and desires to obtain Stockton East's permission to enter onto the Property, on a temporary basis, to allow access to conduct and complete preliminary studies essential for the Project (“**Activity**”).

C. The Parties wish to enter into this Right of Entry whereby Stockton East will allow County to enter the Property, on a temporary basis, for the purpose of performing the Activity.

NOW, THEREFORE, County and Stockton East do hereby agree as follows:

2. **RIGHT OF ENTRY.** Stockton East hereby grants to County and its agents, employees and consultants, the temporary right to enter onto the Property for the purpose of performing the Activity, and for no other purpose. No heavy vehicles or construction equipment is permitted on the Property without the express prior written permission of Stockton East. County is strictly prohibited from engaging in any destructive testing without the express, prior written authorization of Stockton East. Further, any such prior authorization, if obtained, shall be limited to the testing explicitly described therein.

3. **TERM.** The term of this Permit shall continue until the preliminary studies have been completed for the proposed project, but in no event later than December 31, 2024.

4. **LIENS.** County shall not permit to be placed against the Property, or any part thereof, any design professionals’, mechanics’, materialmen’s, contractors’, or subcontractors’ liens with regard to County's actions upon the Property. County agrees to hold Stockton East harmless for any loss or expense, including reasonable attorneys’ fees and costs, arising from any such liens which might be filed against the Property.

5. **INDEMNIFICATION.** County hereby agrees to indemnify, defend, assume all liability for and hold harmless Stockton East and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by County's activities pursuant to this Permit or arising out of or in connection with such activities, whether such activities or performance thereof is by County or anyone directly or indirectly employed or under contract with County, and whether such damage or claim shall accrue or be discovered before or after the termination of this Permit. County, specifically, and not by way of limitation agrees that it shall be responsible for the repair, maintenance and cleanup of any Activity. The indemnity and other rights afforded to Stockton East by this section shall survive the revocation or termination of this Permit.

Stockton East hereby agrees to indemnify, defend, assume all liability for and hold harmless County and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by the actions of Stockton East, its agents, employees and consultants, or for damages claimed by third parties for

To County:

San Joaquin County

Attention:

JOE QUILANTANG
ENGINEER III - BRIDGE ENGINEERING
Telephone: 209.468.3174
Email: JQUILANTANG@SJGOV.ORG

11. **COUNTERPARTS.** This Permit may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Permit on the date first written above.

STOCKTON EAST WATER DISTRICT

DRAFT

By: _____
President

DRAFT

ATTEST: _____
Secretary

SAN JOAQUIN COUNTY

By: [Signature]
Name: Fritz Richman
Its: Director of Public Works

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Water Advisory Committee

San Joaquin Farm Bureau Federation

January 24, 2023, 5pm SJFB Office and via Zoom

<https://us02web.zoom.us/j/86234184294?pwd=K3FacEO4MG5sMG52OVhRRnRSSU1iUT09>

Meeting ID: 862 3418 4294

Passcode: 012423

Meeting Agenda

1. CALL TO ORDER
2. APPROVAL OF MINUTES - November 22, 2022 (*Attachment 1*)
3. DISTRICT REPORTS:
 - a) East Bay Municipal Utility District (EBMUD)
 - b) North San Joaquin Water Conservation District (NSJWCD)
 - c) Central Delta
 - d) South Delta
 - e) RD's
 - f) Woodbridge Irrigation District (WID)
 - g) Stockton East Water District (SEWD)
 - h) Oakdale Irrigation District (OID)
 - i) South San Joaquin Irrigation District (SSJID)
 - j) Banta-Carbona
 - k) San Joaquin County & Delta Water Quality Coalition (SJCDWQC)
 - l) San Joaquin County (SJC)
 - m) Delta Caucus
 - n) CAFB
4. OLD BUSINESS:
 - a. Congressman Harder's Delta Tunnel Town Hall
5. NEW BUSINESS:
 - a. SJC Public Works Flood Gleanings (*Attachment 2*)
 - b. WOTUS Update (*Attachment 3*)
6. ANNOUNCEMENTS/OTHER BUSINESS
 - a. Hot Topics for future meetings?

Next meeting: February 28, 2023

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This is notice that the JAN 26th Technical Advisory Committee meeting is cancelled. Please see a memo below from Matt Zidar.

Dear TAC team,

The recent storms, all 9 atmospheric rivers, have served to focus our energies and resources on the flood emergency, response, and recovery efforts and as a result, we need to cancel the January TAC meeting. We plan on a meeting in February so if you have agenda items, please let me know. Thanks, and we appreciate your engagement, participation and understanding.

Matt Zidar
Water Resources Manager
San Joaquin County Public Works
916.708.8441 mzidar@sjgov.org

With appreciation,

Angie Provencio
Administrative Assistant II
San Joaquin County Public Works | Water Resources
209.468.0219



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Weekly Water Report	As of: Jan. 16, 2023	As of: Jan. 23, 2023	
New Hogan (NHG) TOC	152,100	152,100	AF
Storage:	202,531		AF
Net Storage Change:	-23,642		AF
Inflow:	1,627		CFS
Release:	4,446		CFS
New Melones (NML) Allocation	0	0	AF
Storage:	952,753		AF
Net Storage change:	+49,755		AF
Inflow:	2,783		CFS
Release:	90		CFS
Source: CDEC Daily Reports			

Goodwin Diversion (GDW)			
Inflow (Tulloch Dam):	206		CFS
Release to Stanislaus River (S-98):	403		CFS
Release to OID (JT Main):	0		CFS
Release to SSJID (SO Main):	0		CFS
Release to SEWD:	<u>0</u>		CFS
Total Release	403		CFS
Source: Tri-Dam Operations Daily Report			
Farmington Dam (FRM)			
Diverted to SEWD:	N/A		CFS
Diverted to CSJWCD:	0		CFS
Source: USACE WCDS Hourly Report			

Surface Water Used			
Irrigators on New Hogan:	0		
Irrigators on New Melones:	0		
Out-Of-District Irrigators:	0		
DJWWTP Production:	24		MGD
North Stockton:	0		MGD
South Stockton:	2		MGD
Cal Water:	21		MGD
City of Stockton DWSP Production:	12		MGD

District Ground Water Extraction			
74-01	0		GPM
74-02	0		GPM
North	0		GPM
South	1,785		GPM
Extraction Well # 1	<u>3,150</u>		GPM
Total Well Water Extraction	4,935		GPM
Total Ground Water Production	7		MGD

Note: All flow data reported here is preliminary and subject to revision.

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55th Annual Mid-Pacific Water Users' Conference
January 25-27, 2023
Silver Legacy Resort Casino, Reno, NV
DRAFT SCHEDULE

WEDNESDAY, JANUARY 25

- 7:30am-5:00pm** **REGISTRATION**
- 8:00am** **CONTINENTAL BREAKFAST**
- 8:30am-12:00pm** **CALL TO ORDER/GENERAL SESSION**
Welcome Address
Chris Dahlstrom, Santa Ynez River WCD ID #1 (retired)
- KEYNOTE PRESENTATION**
Bureau of Reclamation Commissioner Camille Calimlim Touton
- Bureau of Reclamation Regional Director Address
Ernest Conant, Regional Director, California-Great Basin
- Bureau of Reclamation Regional Leadership Discussion, Deputy Regional Director Highlights and Area Office Q&A
Panel Presentation Moderated by Kevin Kasberg, CVPWA
- The CVP View from Ground Zero: Water Authority and District Managers Weigh In
Panel Presentation Moderated by Dan Keppen, Family Farm Alliance
- 12:15pm-2:00pm** **LUNCHEON and PROGRAM**
Klamath Project Report
Paul Simmons, Klamath Water Users Association
- The Great Food (Security) Giveaway
Dan Keppen, Family Farm Alliance
Mike Wade, California Farm Water Coalition
- 5:30pm-7:30pm** **EXHIBITOR RECEPTION & SLOTS TOURNAMENT**

THURSDAY, JANUARY 26

- 7:30am-5:00pm** **REGISTRATION**
- 8:00am-9:10am** **BREAKFAST and PROGRAM**
Cachuma Project Report
- KEYNOTE PRESENTATION**
Congressman Cliff Bentz (INVITED)
- 9:20am-12:15pm** **GENERAL SESSION**
The ESA at Fifty: What Would President Nixon Think?
Panel Presentation Moderated by Paul Simmons, Klamath Water Users Association
- Dam if You Do; Damned if You Don't: A New Era of California Water Storage Projects
Panel Presentation Moderated by Jeffrey Sutton, Tehama-Colusa Canal Authority

12:15pm-1:30pm

LUNCHEON and PROGRAM

Regional Director's Water Conservation Award
Ernest Conant, Bureau of Reclamation

Newlands Project Report
Ben Shawcroft, Truckee-Carson Irrigation District

New Congress
Dennis Cardoza, Foley & Lardner LLP
William Ball, Foley & Lardner LLP

1:45pm-3:30pm

MOVIE SCREENING: "California's Watershed Healing"

3:30pm-5:30pm

WORKSHOP: Technical Assistance for Modernization Options
Stuart Styles, Cal Poly ITRC

6:00pm-9:00pm

Dinner and Bowling at the National Bowling Stadium

FRIDAY, JANUARY 27

8:30am-11:30am

BREAKFAST and PROGRAM

Bowling and Slot Tournament Awards

Meet the Cal Poly Scholarship Students

Recapping Water Year 2022
Kristin White, Bureau of Reclamation
Dave Mooney, Bureau of Reclamation

2023 Water Supply Outlook
Bureau of Reclamation

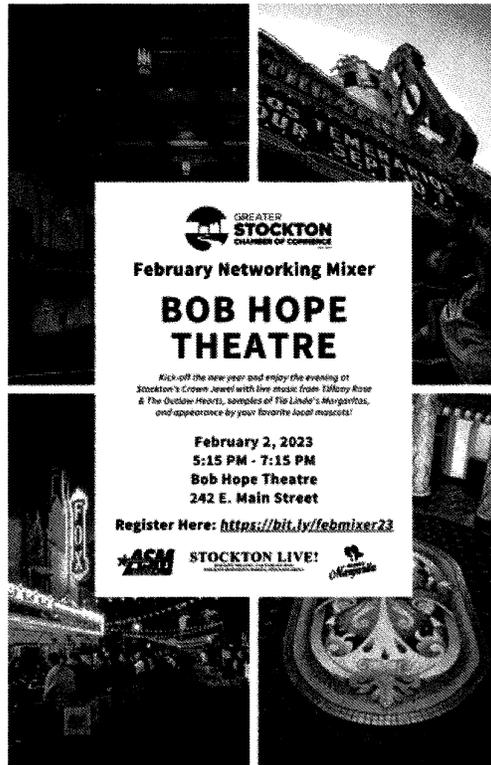
Name: Networking Mixer
Bob Hope Theatre

Date: February 2, 2023

Time: 5:15 PM - 7:15 PM
PST

Website:
<https://stocktonchamber.org/networking-mixers/>
[<https://stocktonchamber.org/networking-mixers/>]

[Register Now](#)



Location:
Bob Hope Theatre
242 E. Main Street
Stockton, CA 95202

[View a Map](#)

Date/Time Information:
Thursday, February 2, 2023
5:15 to 7:15 PM

Contact Information:
Joanne Novinger
Send an Email
[joanne@stocktonchamber.org]

Fees/Admission:
Greater Stockton Chamber members are admitted free to this mixer.
There is a \$25 per person admission for non-members.

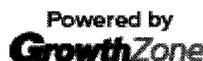
Event Description:
Mark your calendar for the Stockton Chamber of Commerce February Networking Mixer at the Bob Hope Theatre!

Don't miss your chance to enjoy an evening of networking at Stockton's Crown jewel and meet local professionals from the Greater Stockton Chamber. In addition, there will samples from Tia Linda's Margaritas, and appearances by your favorite local mascots! Join the fun and meet contacts to market your business and make 2023 your best year yet!

Set a Reminder:

Enter your email address below to receive a reminder message.

[Business Directory](#) [News Releases](#) [Events Calendar](#) [Hot Deals](#) [Member To Member Deals](#) [Marketspace](#)
[Job Postings](#) [Contact Us](#) [Information & Brochures](#) [Weather](#) [Join The Chamber](#)



Printed courtesy of www.stocktonchamber.org – Contact the Greater Stockton Chamber of Commerce for more information.

445 W. Weber Ave., Ste. 220, Stockton, CA 95203 – (209) 547-2770 – schamber@stocktonchamber.org

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