



REGULAR BOARD MEETING

APRIL 30, 2024

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, APRIL 30, 2024 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.

FOR CONTINUED CONVENIENCE STOCKTON EAST WATER DISTRICT BOARD MEETINGS WILL BE AVAILABLE BY TELECONFERENCE.

Please call (347) 566-2741/Passcode: 300 937 522# 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 (President Atkins) & Roll Call | |
| B. Consent Calendar (None) | |
| C. Public Comment (Non-Agenda Items) | |
| D. Scheduled Presentations and Agenda Items | |
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**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

Paul Nakaue
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

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Stockton, CA 95205

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	4. Stockton Area Water Suppliers (SAWS) Meeting, 1:00 p.m., 05/10/24	
	5. San Joaquin County and Delta Water Quality Coalition Steering Committee Meeting, 9:00 a.m., 05/13/24	
J.	Closed Session	
	1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Gov. Code § 54956.9) Stockton East Water District vs State Water Resources Control Board San Joaquin County Superior Court Case No. STK-CV-UWM-2019-472	
	2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Potential exposure to litigation – Government Code Section 54956.9 – one case	

K. Adjournment

Certification of Posting

I hereby certify that on April 25, 2024 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 April 25, 2024.



Priya Ram, Finance Director
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, APRIL 23, 2024 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 Legal Counsel Zolezzi led the Pledge of Allegiance.

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

B. CONSENT CALENDAR (None)

C. PUBLIC COMMENT (None)

D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS

1. Minutes 04/16/24 Regular Meeting

A motion was moved and seconded to approve the April 16, 2024 Minutes, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGurk, Nakaue, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: None

2. Warrants

a. Fund 68 – Municipal & Industrial Groundwater Fund

b. Fund 70 – Administration Fund

c. Fund 71 – Water Supply Fund

d. Fund 89 – Fish Screen Improvement

e. Fund 91 – Vehicle Fund

f. Fund 94 – Municipal & Industrial Fund

g. Summary

h. Short Names/ Acronym List

i. SEWD Vehicles & Heavy Equipment

Manager Hopkins addressed the Board with some additional information for the warrants. On the expense on page 17, line item 99 for Kaufman Trailers LLC for Trailer 45,000 GVWR 25ft in the amount of \$23,732.80. Manager Hopkins reported this item was in the budget for the current fiscal year but it was not explicitly identified in the budget. Manager Hopkins also reported on the expense on page 10, line item 43 for San Joaquin County Registrar of Voters for SEWD Election cost for General Election Nov 2022 in the amount of \$287,889.011. Manager Hopkins reported the District has received the revised invoice from the San Joaquin County Registrar of Voters for the general election expenses which was originally \$511,075.

Director Cortopassi inquired on the expense on page 10, line item 36 for Mallory Safety and Supply LLC for MX4 Docking Station & regulator with pressure switch in the amount \$2,524.24. Manager

Hopkins replied it is the station where the District houses the air monitors and calibrates the air monitors for confined space entries.

Director Cortopassi inquired on the expense on page 10, line item 38 for ParcelQuest for ParcelQuest annual renewal 06/01/24-05/31/25 in the amount of \$7,996.00. Manager Hopkins replied it is an online service the District uses to look up landowner information for parcels.

Director McGurk inquired on the expense on page 9 line item 16 for Fishbio for Jan-Mar 2024 Consulting Calaveras O..mykiss in the amount of \$49,156.19. Manager Hopkins replied line items 16-21 are different activities Fishbio performs each month for the District's Habitat Conservation Plan compliance.

Director McGurk inquired on the expense on page 11, line 65 for Wagner & Bonsignore for March 2023 Professional services Calaveras River Application in the amount of \$7,584.55. Manager Hopkins replied that late last year the District had been working on a revised scope for the Water Rights and updated the Water Supply Enhancement Project Scope. Wagner & Bonsignore are now integrating changes into the documents which go to the California State Water Resources Control Board (SWRCB) so the District can send the updates to the SWRCB and start progressing the Calaveras River Water Right Application.

Director McGurk inquired on the expense on page 20, line 127 for TNT Industrial Contractors Inc. for Sodium Hypo construction prj 2303 progress bill Jan 2024-Mar 2024 in the amount of \$96,473.23. Finance Director Ram replied it was mostly labor.

A motion was moved and seconded to approve the April 23, 2024 Warrants, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGurk, Nakaue, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: None

3. Resolution No. 24-25-01 – Re-Authorizing Yearly Investment Policy – Investment Policy No. 6020
Manager Hopkins presented the Board with Resolution No. 24-25-01 – Re-Authorizing Yearly Investment Policy – Investment Policy No. 6020. Manager Hopkins reported each year the District's Board of Director's is required to re-authorize the District's investment policy. Manager Hopkins reported there have been no changes to the policy from last year. Staff is recommending the consideration of adopting Resolution No. 24-25-01 to Re-Authorize Yearly Investment Policy.

Director McGurk inquired if there are only two options where the District could invest money. Finance Director Ram replied the District can deposit in the District's current bank and is also currently investing with two investment agencies. Finance Director Ram added there are other options for investment that the District does not employ like CDs because the return on investment is too low.

A motion was moved and seconded to approve Resolution No. 24-25-01 – Re-Authorizing Yearly Investment Policy – Investment Policy No. 6020, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGurk, Nakaue, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: None

4. Stockton East Water District – McGurk Low-Water Crossing Replacement Project NOE 30-Day Circulation Memo

Manager Hopkins presented the Board with McGurk Low-Water Crossing Replacement Project NOE 30-Day Circulation Memo. Manager Hopkins reported one of the projects the District has planned for this year is the McGurk Low-Water Crossing Replacement Project to replace and improve an existing low water crossing in the Calaveras River upstream of the Bellota Weir. Manager Hopkins reported since it is a replacement of an existing crossing, staff is recommending the submittal of a notice of exemption under CEQA Guidelines Section 15302 for replacement of existing structures and facilities. Staff recommends the Board approve the McGurk Low-Water Crossing Replacement Project and authorize staff to file the corresponding Notice of Exemption.

A motion was moved and seconded to approve the McGurk Low-Water Crossing Replacement Project NOE 30-Day Circulation Memo, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, Nakaue, Panizza, Sanguinetti, Watkins

Nayes: None

Abstain: McGurk

Absent: None

5. Stockton East Water District – Approval Fiscal Year 2024-2025 Budget Amendments to Support Fiscal Year 2023-2024 Projects Completion Memo

Manager Hopkins presented the Board with Approval Fiscal Year 2024-2025 Budget Amendments to Support Fiscal Year 2023-2024 Projects Completion Memo. Manager Hopkins reported every year there are a handful of projects not completed before the fiscal year deadline. Due to the way the District's contract is set up with the Urban Contractor's, there is no money that gets rolled over to finish the projects for the following fiscal year. The District was anticipating project completion before the end of the fiscal year, but due to various factors, six projects were not completed. Staff recommends amending the budget to create the funding necessary to complete these projects this fiscal year. Assistant Manager Vega stated that the following four projects in fund 94 need completion: 1) Water Treatment Master Plan, 2) Sodium Hypochlorite System, 3) Extraction Well #2 and 4) High Service Pump Station SWB-A ATS. Assistant Manager Vega reported the following two projects from fund 71 need completion: 1) Eight Mile Dam Replacement and 2) Delucchi Low Water Crossing. Assistant Manager Vega reported there is no change in funding accounts., All the projects listed under fund 94 are under account 10-5323-0 which is the Maintenance and Repair fund and the projects under fund 71 are all under account 10-5203-0 which is the New Hogan Maintenance (AG) fund. Staff respectfully recommends the Board approve the proposed budget re-allocation as presented in Table 1 and Table 2.

On the HSPS SWB-A ATS, Director Cortopaasi inquired why staff was having trouble finding a contractor to complete the work and how did staff know how much money was required for this project if no bids were received. Assistant Manager Vega replied the District estimated the amount based on a previous contractor's quote who was set to do the job but was having issues with accepting liability in the contract.

Director Nakaue inquired on how the Sodium Hypochlorite System on fund 94 corresponds to the warrants on page 20, line item 127 in the amount of \$96,473.23. Assistant Manager Vega replied the \$96,473.23 was accrued last fiscal year.

A motion was moved and seconded to approve Fiscal Year 2024-2025 Budget Amendments to Support Fiscal Year 2023-2024 Projects Completion Memo, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGurk, Nakaue, Panizza, Sanguinetti, Watkins

Nayes: None

Abstain: None

Absent: None

6. Stockton East Water District – Consideration of Approving Purchase of Solids Handling Dredging Equipment Memo

Manager Hopkins presented the Board with the Consideration of Approving Purchase of Solids Handling Dredging Equipment Memo. Manager Hopkins reported in 2016 the District contracted with Synagro Inc to dredge out the solids which were accumulating in the North and the South Raw Water Reservoirs. Over the past eight years, staff have noticed solids accumulation has returned, which has decreased some of the storage capacity in the North and South reservoirs. Manager Hopkins reported staff reached out to Synagro Inc for an updated proposal to perform dredging and Synagro Inc responded with a price of \$500K. Staff regrouped and requested quotes for dredging equipment from several manufacturers. All manufacturers sell a floating, cable-driven dredge with automation. Assistant Manager Vega reported Crisafulli Pumps quoted \$198,158 for a 75HP pump dredger and the lowest price. The quote includes all necessary materials for the dredger to pump solids from the reservoirs, but additional materials are required to transport them to the dewatering lagoons and to power the dredger. Assistant Manager Vega reported the estimate for the electrical material is \$22,770. Staff recommends the Board authorize the General Manager to approve the purchase of a dredging equipment and other materials for \$198,158 and \$22,770 respectively, plus 10% contingencies of \$19,816 and \$2,277 respectively, for a total amount of \$243,071, and make all other necessary approvals.

Director Atkins inquired about the size of the Crisafulli pump. Assistant Manager Vega replied he was unsure of the dimensions but provided the Board with a video of the dredger with pump that the District wants to purchase.

Director Sanguinetti inquired if the District will have to hire extra personnel to be able to run the equipment. Assistant Manager Vega replied that no additional staff would be needed to work the equipment.

Manager Hopkins suggested bringing this item back to the Board once staff has more information about the dredging equipment labor requirements.

No motion was taken and the Consideration of Approving Purchase of Solids Handling Dredging Equipment Memo will be brought back to a future regular board meeting. Discussion followed.

E. COMMITTEE REPORTS

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 04/16/24

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 287,280 AF in storage at New Hogan Reservoir. Current releases are set at 63 cfs. There is 2,047,712 AF in storage at New Melones Reservoir. Current releases are set at 1,872 cfs. Current release at Goodwin Dam to Stanislaus River is set at 915 cfs and release to all water users is set at 1,584 cfs. The District Water Treatment Plant (WTP) is currently processing 36 mgd. North Stockton is currently utilizing 9 mgd. South Stockton is currently utilizing 5 mgd. Cal Water is currently utilizing 14 mgd. The City of Stockton WTP is currently processing 13 mgd.

Director Panizza inquired if Central San Joaquin Water Conservation District is only pumping groundwater. Manager Hopkins replied Central San Joaquin Water Conservation District does plan on taking water this year.

2. Information Items:

- a. Manager Hopkins noted items: F-2a and F-2b.

3. Report on General Manager Activities

- a. CVP Water Association – Executive and Financial Affairs Committee Meeting, 04/19/24
Finance Director Ram attended the CVP Water Association – Executive and Financial Affairs Committee Meeting. Finance Director Ram reported this was the first meeting without Kevin as Brooke White is the new Executive Director. Brooke White has a background in budget with USBR. Brooke will send out a poll on scheduling a small group discussion on the annual PUE Rate Setting Proposal to gauge interest. Finance Director Ram also reported Ed Young did a very brief presentation on the different funding sources in which the budget is \$554M and CVP is getting 13% which is \$56M. The overall budget decreased by 1%, however CVPIA increased by 4%. This increase was offset by a decrease in funding for water related resources.

- b. Stockton East Water District Activities Update

Manager Hopkins reported a bid opening will take place today for the remainder of the work for Extraction Well #2 which is the piping to connect the well to the North Raw Water Reservoir.

Manager Hopkins reported the new P1 pump has arrived for the Low Lift Pump Station.

Manager Hopkins reported the boom truck is having issues with the braking system and is out of service. Staff is using a rental truck to finish dam installations.

Manager Hopkins reported there will be a shutdown for the High Service Pump Station scheduled tentatively for April 29th or April 30th. Operation staff are coordinating with the Urban Contractors to keep them apprised as the schedule gets firmed up. Manager Hopkins reported this shutdown is to put ATS Switch Gear A on standby generator power.

Manager Hopkins reported the Linden Cherry Festival is on May 18th and plans to have one of the District vehicles in the parade if any Board members would like to participate.

Manager Hopkins reported a strange individual on a bicycle was found near the tank farm gate at 7:00am and Manager Hopkins escorted him off campus.

4. Stockton East Water District Water Supply Update

Water Supply Manager Donis provided the Board with an update on the District's water supply. Every month the monitoring well data is collected.

From April 2023 to April 2024, the 3 monitoring wells located between Administration and the South Raw Water Reservoir are up 9ft. The 3 monitoring wells located east of the recharge site and the East Reservoir are up 3.9ft. The 3 monitoring wells located on the eastside of the nursery are up 3.5ft. The well located in the northwest corner of the property is up 6.2ft. The well located in the center of the Bozzano property is up 5.3ft. The 4 wells located on the eastside of the North Raw Water Reservoir are up 3.57ft. The New Melones storage was 1,478,529 AF as of April 23, 2023. As of today, the New Melones storage is 2,047,712 AF which is an increase of 569,183 AF. New Hogan storage was 237,499 AF as of April 23, 2023. As of today, the New Hogan storage is 239,737 AF which is an increase of 2,238 AF. Water Supply Manager Donis reported dam installs should be complete by April 27th and Mormon Slough fully charged by April 22nd.

Director Cortopassi inquired how long does it take the Calaveras River water to get down to Murphy Dam. Water Supply Manager Donis replied by Monday, April 29th.

G. DIRECTOR REPORTS

1. Greater Stockton Chamber of Commerce – 2024 State of the City, 04/18/24
Director McGurk, Director Atkins, Director Sanguinetti, Director Cortopassi, Finance Director Ram and Assistant Manager Vega attended the 2024 State of the City. Director McGurk reported the content on all of the booths was better than ever. Director Atkins reported the mayor had a speech of all his accomplishments throughout his time of being a mayor and there was a showcase of their Electric Forklift. Finance Director Ram reported more people attended this year compared to other years. Stockton is trying to construct more houses and apartment complexes downtown to attract new people as well as a potential new construction of a grocery store
2. Groundwater Resources Association of California – 2024 Groundwater Law & Legislation Forum, 04/18/24
Director Watkins and Manager Hopkins attended the 2024 Groundwater Law & Legislation Forum. Manager Hopkins reported he had a brief conversation with Paul Gosselin about the District's five-year GSP update and how the District is identifying allowable subsidence greater than half a foot since 2015 which is what is within the proposed legislation. Mr. Gosselin's initial feedback was there would be more guidance from Department of Water Resources (DWR) about subsidence this fall, but if showing more than half a foot of subsidence since 2015, supporting data will be needed. Director Watkins reported there are two different types of subsidence elastic and inelastic subsidence. Manager Hopkins also reported there were panels for proposition 218 and PFAS.

Director McGurk inquired if the satellite will be measuring a specific spot or is it intended to be universal. Manager Hopkins reported there is a lot of modeling involved to take the satellite data and apply it over everything.

H. COMMUNICATIONS

I. AGENDA PLANNING/UPCOMING EVENTS

1. San Joaquin Farm Bureau Federation Monthly Water Committee Meeting, 5:00 p.m., 04/23/24
2. California Special District Association – Financial Management for Special Districts Workshop, 9:00 a.m., 04/24/24
3. Stockton East Water District - Agriculture Operations Committee Meeting, 10:00 a.m., 04/25/24

4. Stockton East Water District - Municipal Operations Committee Meeting, 10:00 a.m., 04/26/24
5. Stockton East Water District - Electrical Power Alternative Committee Meeting, 2:00 p.m., 04/29/24

J. REPORT OF THE COUNSEL

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

President Atkins adjourned the meeting to closed session at 2:04 p.m. The regular meeting reconvened at 2:10 p.m., with no reportable action.

K. ADJOURNMENT

President Atkins adjourned the meeting at 2:11 p.m.

Respectfully submitted,

Justin M. Hopkins
Secretary of the Board

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
CALPERS EFT REQUEST
APRIL 30, 2024**

Vendor name	District Fund#	Account #	Description	Amount	Invoice No.
1 CA Public Employees Retirement System (CalPERS)	70	10-5049-0	Retirement Contributions for Payroll 04/26/24-Admin	5,791.73	04/26/24 1245106351
			Total Fund 70 Admin	\$ 5,791.73	
2 CA Public Employees Retirement System (CalPERS)	71	10-5049-0	Retirement Contributions for Payroll 04/26/24-WS-NM	5,792.74	04/26/24 1245106351
3 CA Public Employees Retirement System (CalPERS)	71	10-5058-0	Retirement Contributions for Payroll 04/26/24-WS-NH	1,466.94	04/26/24 1245106351
			Total Fund 71 Water Supply	\$ 7,199.68	
4 CA Public Employees Retirement System (CalPERS)	94	10-5049-0	Retirement Contributions for Payroll 04/26/24-M&I	21,344.13	04/26/24 1245106351
			Total Fund 94 Municipal & Industrial	\$ 21,344.13	
Grand Total for Electronic Funds Transfer Request on RBM 04/30/24				\$ 34,335.54	

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Memorandum

To: Board of Directors
From: Justin M. Hopkins, General Manager
Priya Ram, Finance Director
Date: April 30, 2024
Re: Consideration of Approving a Professional Services Agreement with JWT Associates, LLP, for 2024-2026 Audit Services

Background

JWT & Associates, LLP (JWT), located in Fresno, California, is currently serving as the Stockton East Water District's (District) independent auditor for the Board of Directors (Board). JWT's current contract concluded upon the completion of the Financial Statement Audit for Fiscal Year 2022-2023. District staff has requested a proposal for the extension of Audit services from JWT. As per section 12410.6.(b) of Assembly Bill 1345, which clarifies the auditor rotation requirements, the requirements will be satisfied by changing the lead auditor from Jeremy Ware to Nathan Doty.

Summary

The terms of the previous agreement between the District and JWT are as follows:

Fiscal Year Ending	Base Fee	Incidentals	Total Max
03/31/21	\$35,000	\$1,500	\$36,500
03/31/22	\$36,750	\$1,500	\$38,250
03/31/23	\$38,750	\$1,500	\$40,250

The current proposal is as follows:

Fiscal Year Ending	Base Fee	Single Audit	Total Max
03/31/24	\$40,250	\$7,000	\$47,250
03/31/25	\$42,750	\$7,000	\$49,750
03/31/26	\$45,000	\$7,000	\$52,000

Given the complexity of the District's financials as well as possible impactful, upcoming changes, the expertise of the current independent auditor will be beneficial when performing the next few years' financial audits. Additionally, the cost proposal is reasonable and consistent with previous agreement.

Financial Impact

The audit expenses rose by 3.87% from 2023 to 2024, followed by subsequent increases of 6.21% and 5.26%. A Single Audit is not needed, which is an additional audit required by entities that receive \$750,000+ in federal grants in a fiscal year. The District may require a single audit in the service extension proposal given the current need for grant funds for the Bellota Fish Screen Project. The last required single Audit cost the District \$18,430. Thus, it is possible that the District could save money with the current proposal. The audited services are budgeted for \$45,000 in the 2024-2025 Fiscal Year.

Recommendation

Staff respectfully recommends the Board authorize the General Manager to approve a Professional Services Agreement with JWT Associates, LLP, in the amount of \$142,000, with a 10% contingency of \$14,200, for a total amount of \$156,200, and make all other necessary approvals.

Memorandum

To: Board of Directors
From: Justin Hopkins, General Manager
Darrel Evensen, District Engineer
Manuel Verduzco, Senior Engineer
Date: April 30, 2024
Re: Authorization of Contract Award for Extraction Well #2, Piping

Background

As part of the Stockton East Water District (District) Urban Water Management Plan, the District has planned the construction of a new extraction well every five years to supplement the available surface water with banked groundwater. When the U.S. Bureau of Reclamation provided zero water allocation from New Melones Reservoir in 2022, the District relied on the New Hogan Reservoir as its sole surface water source. Additionally, during the last drought, all existing wells at the Water Treatment Plant (WTP) campus were turned on to supplement its surface water supplies with banked groundwater supplies. The realized scenario created an urgent situation to install a new extraction well that could operate during the hot summer months when the urban water demand is the highest.

Drilling and installation of a new extraction well was completed by Purviance Drillers, Inc. The District purchased and will install the soft-start, transformer, meter main, electrical service, and other electrical equipment in-house.

Summary

District staff solicited Bids to furnish and install approximately 25 linear feet of 12-inch ductile iron pipe (DIP) or steel pipe, 160 linear feet of 30-inch reinforced concrete pipe (RCP), and one (1) 6-foot diameter precast manhole. The DIP/Steel Pipe will tie existing well discharge pipe to the precast manhole. The RCP will run from the manhole to the existing North Reservoir.

Three construction companies bid on the piping project. Below are the bid results:

Tom Mayo Construction	\$143,800
Soracco Inc.	\$159,300
Lawrence Backhoe Service Inc.	\$268,123

Staff reviewed the three bids and recommend the bid from the Tom Mayo Construction company as the lowest responsive and responsible bidder.

Financial Impact

On April 23, 2024, the Board of Directors' (Board) approved Fiscal Year 2024-2025 Budget Amendments to support completion of Fiscal Year 2023-2024 Extraction Well No. 2 Project, in the amount of \$175,000. The lowest bid plus contingency falls well within the available budget amount.

Recommendation

Staff respectfully recommends the Board authorize the General Manager to award the contract for the Extraction Well #2 piping work to Tom Mayo Construction, the lowest responsive and responsible bidder in the amount of \$143,800, with a 10% contingency of \$14,380, for a total amount of \$158,180, and make all other necessary approvals.

Memorandum

To: Board of Directors
From: Justin M. Hopkins, General Manager
Juan Vega, Assistant General Manager
Darrel Evensen, District Engineer
Manuel Verduzco, Senior Engineer
Date: April 30, 2024
Re: Authorize Approval of WTP Disinfection System Project Notice of Completion

Background

The Dr. Joe Waidhofer Water Treatment Plant (WTP) was completed in 1978 with a gas chlorine disinfection system. The District decided to replace gas chlorine for sodium hypochlorite based on the (1) cost of chemicals, including transportation, storage, availability and conveyance, (2) safety of operators and other staff, (3) safety of the public, (4) existing and future environmental regulations, and (5) redundancy and functionality safety concerns.

The WTP Disinfection System Project included the construction of new sodium hypochlorite storage and feed facilities which contain a bulk storage facility, sodium hypochlorite feed building, site modifications and improvements to support the facilities, chemical feed piping to the application points, power and control, startup and commissioning, and selective demolition of the existing gas chlorine storage and feed systems.

Summary

The WTP Disinfection System Project design was completed by Carollo Engineers, Inc. TNT Industrial Contractors, Inc. constructed the sodium hypochlorite disinfection system which was substantially completed March 8, 2024, with final completion on April 12, 2024. These new disinfection facilities are scheduled to be accepted by the Stockton East Water District on April 30, 2024.

Financial Impact

The District awarded TNT Industrial Inc. the construction contract in the amount of \$5,426,903.91, with a 10% contingency of \$542,690, for a total amount of \$5,969,593.91. The construction completion amount was \$5,890,868.04.

Recommendation

Staff respectfully recommends the Board authorize the General Manager to proceed with the signing of the WTP Disinfection Systems Project Notice of Completion.

Recording Requested By:
STOCKTON EAST WATER DISTRICT
6767 East Main St.
Stockton, CA 95404

When Recorded Mail to:
STOCKTON EAST WATER DISTRICT
P.O. Box 5157
Stockton, CA 95205

NOTICE OF COMPLETION

NOTICE is hereby given that the Stockton East Water District, the undersigned, is the owner in fee of the Dr. Joe Waidhofer Water Treatment Plant Disinfection System Project, situated at 6767 East Main Street, Stockton, CA 95215, APN 101-170-350, and described as follows:

Construction of new sodium hypochlorite storage and feed facilities, including a bulk storage facility, sodium hypochlorite feed building, site modifications and improvements to support the facilities, chemical feed piping to application points, power and control, startup and commissioning, and selective demolition of the existing chlorine storage and feed systems.

Construction was accomplished by TNT Industrial Contractors, Inc. Construction was substantially completed March 8, 2024, completed on April 12, 2024, and was accepted by the Stockton East Water District on April 30, 2024.

The Stockton East Water District, whose address is 6767 East Main Street, Stockton, CA 95215, is the owner in fee of the above-referenced project. The Stockton East Water District owns the land on which the project is located, APN 101-170-350.

Stockton East Water District

DRAFT

Justin M. Hopkins, General Manager

VERIFICATION

I am Justin M. Hopkins, General Manager of the owner of the system described in the foregoing notice. I have read the foregoing notice and know the contents thereof, and the same of my own knowledge. I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated: _____ at Stockton, California

DRAFT

Justin M. Hopkins, General Manager

Memorandum

To: Board of Directors
From: Justin M. Hopkins, General Manager
Juan Vega, Assistant General Manager
Darrel Evensen, District Engineer
Date: April 30, 2024
Re: Consideration of Approving MICUP Eblast and Meeting

Background

The Stockton East Water District (District) is participating in the Mokelumne River Integrated Water Storage and Conjunctive Use Program (MICUP) along with MICUP partners San Joaquin County, California Water Services Co. (Cal Water), City of Stockton, East Bay Municipal Utility District (EBMUD), Woodbridge Irrigation District (WID), North San Joaquin Water Conservation District (NSJWCD), and consultants GEI and Rincon.

MICUP is a regional effort to prioritize basin-wide water reliability through local and multi-jurisdictional projects to secure San Joaquin County Mokelumne River water rights. MICUP seeks a State Water Resources Control Board (SWRCB) water rights permit to utilize excess Mokelumne River water, which may be available during wet years, to divert and store as groundwater.

Summary

The partnership consultants have requested that each team member of the MICUP group send out an email blast (Eblast) document for a hybrid meeting that can be attended in person or via the internet. The Eblast is on the following page. The consultants also requested that team members highlight the Eblast and meeting on their websites, and that the District provide a meeting space, if needed, on either June 3 or June 7, 2024.

Financial Impact

Minimal financial impact for staff support time.

Recommendation

Staff requests the Board of Directors consider and provide direction related to the circulation of the Eblast, listing of the event on the District's website, and available use of a meeting room.

Invitation to Learn About the Mokelumne Integrated Conjunctive Use Program (MICUP)

June 3 or 7, 2024 from 9:00am-10:30am

San Joaquin Council of Governments or Stockton East Water District

On behalf of the MICUP Project Coordinating Committee, you are invited to an *in-person* informational meeting:

Mokelumne Integrated Conjunctive Use Program (MICUP): A regional effort to prioritize basin-wide water reliability through local and multi-jurisdictional projects to secure San Joaquin County Mokelumne River Water Rights.

MICUP seeks a State Water Resources Control Board Water Rights Permit to utilize excess Mokelumne River water available during wet years to divert and store as groundwater. Successful implementation of MICUP will result in benefits including:

- **Improved Surface Water Management for Groundwater Sustainability:** Excess Mokelumne River water will be diverted for direct irrigation use and groundwater basin recharge for use in dry years with potential watershed and ecosystem health benefits.
- **Support for the Agricultural Economy:** A supplemental water supply for our local and regional agricultural economy that will benefit from the dual reliability of surface and groundwater.
- **Assess Potential for Flood Protection:** MICUP projects that capture excess Mokelumne River flows downstream of Camanche will be assessed to potentially reduce the risk of flooding and its impacts on orchards, farm structures, roads, residential areas, and commercial developments.

We look forward to discussing MICUP and any questions you may have about its potential benefits and impacts.

In the meantime, If you would like additional information, or to schedule a presentation about MICUP specifically for your organization, please contact Ellen Cross, MICUP Facilitator, at 1-510-316-9657 or ecross@rinconsultants.com.

MICUP Project Coordinating Committee

- San Joaquin County Department of Public Works
- California Water Service
- City of Stockton
- East Bay Municipal Utilities District
- North San Joaquin Water Conservation District
- Stockton East Water District
- Woodbridge Irrigation District

(Please provide permission to use your organization's logo)

Water Advisory Committee

San Joaquin Farm Bureau Federation

April 23rd, 2024, 5pm SJFB Office and via Zoom

<https://us02web.zoom.us/j/85494982948?pwd=V2VvRTcwMkZ2bnJNVmZyb0hWTmYwUT09>

Meeting ID: 854 9498 2948

Passcode: 042324

Meeting Agenda

1. CALL TO ORDER
2. APPROVAL OF MINUTES – March 26th, 2024 (*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) Reclamation Districts
 - 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 Irrigation District (BCID)
 - k) San Joaquin County & Delta Water Quality Coalition (SJCDWQC) (*Attachment 2*)
 - l) San Joaquin County (SJC)
 - m) Delta Caucus
 - n) CAFB
4. OLD BUSINESS:
 - a. SWEEP Block Grant
5. NEW BUSINESS:
 - a.
6. ANNOUNCEMENTS/OTHER BUSINESS

Next meeting: May 28, 2024

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MEETING NOTICE

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

10:00 a.m. on Thursday, April 25, 2024

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 Cortopassi, Director Atkins, Director Watkins, Director Sanguinetti (Alternate)	
2. Public Comment	
3. Stockton East Water District – Rule 109 – Establishing A Policy For Water Rights Claims	01
4. Stockton East Water District – Water Supply Master Plan Workshop	09
5. Adjournment	

Certification of Posting

I hereby certify that on April 22, 2024 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 April 22, 2024.

Priya Ram, Finance Director
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.



**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

Paul Nakaue
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
Fax 209-948-0423

E-mail sewd@sewd.net

6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

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MEETING NOTICE

The Municipal Operations Committee
of the Stockton East Water District
Board of Directors will meet at
10:00 a.m., Friday, April 26, 2024

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

1. Roll Call - Chairperson McGurk, Director Panizza, Director Atkins (Alternate)
2. Public Comment
3. Stockton East Water District – Water Treatment Plant Master Plan Workshop
4. Community Engagement
5. Director Comments
6. Adjournment

Certification of Posting

I hereby certify that on April 23, 2024 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 April 23, 2024.



Priya Ram, Finance Director
Stockton East Water District

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DIRECTORS

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President
Division 1

Andrew Watkins
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Paul Nakaue
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
Fax 209-948-0423

E-mail sewd@sewd.net

6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

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Weekly Water Report	As of: Apr 23, 2024	As of: Apr 30, 2024
New Hogan (NHG) TOC	287,280	AF
Storage:	239,701	AF
Net Storage Change:	+2,310	AF
Inflow:	181	CFS
Release:	63	CFS
New Melones (NML) Allocation	75,000	AF
Storage:	2,047,712	AF
Net Storage change:	+15,455	AF
Inflow:	2,567	CFS
Release:	1,872	CFS
Source: CDEC Daily Reports		

Goodwin Diversion (GDW)		
Inflow (Tulloch Dam):	1,587	CFS
Release to Stanislaus River (S-98):	915	CFS
Release to OID (JT Main):	434	CFS
Release to SSJID (SO Main):	180	CFS
Release to SEWD:	<u>55</u>	CFS
Total Release	1,584	CFS
Source: Tri-Dam Operations Daily Report		
Farmington Dam (FRM)		
Diverted to SEWD:	60	CFS
Diverted to CSJWCD:	0	CFS

Surface Water Used		
Irrigators on New Hogan:	0	
Irrigators on New Melones:	0	
Out-Of-District Irrigators:	0	
DJWWTP Production:	36	MGD
North Stockton:	9	MGD
South Stockton:	5	MGD
Cal Water:	14	MGD
City of Stockton DWSP Production:	13	MGD

District Ground Water Extraction		
74-01	0	GPM
74-02	0	GPM
North	0	GPM
South	0	GPM
Extraction Well # 1	<u>0</u>	GPM
Total Well Water Extraction	0	GPM
Total Ground Water Production	0	MGD

Note: **The data reported here is available as of 04/21/24

***The data reported here is available as of 04/22/24**

All other flow data reported here is preliminary, as of 9:00 a.m. on 04/23/24

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RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

STOCKTON EAST WATER DISTRICT
Post Office Box 5157
Stockton, CA 95205

Space above this line for recorder's use

Exempt from recording fees (Gov. Code §§ 6103, 27383)

ACKNOWLEDGEMENT OF CONSIDERATION FOR EASEMENT

This ACKNOWLEDGEMENT OF CONSIDERATION FOR EASEMENT ("Acknowledgement") is made this 14th day of March, 2024, by MCCURLEY FARMS, LLC, a Delaware limited liability company, and WESTECH INDUSTRIES, INC., a California corporation (collectively, "McCurley"), in favor of STOCKTON EAST WATER DISTRICT ("District"). McCurley and District are collectively referred to in this Grant as the "Parties," and each individually as a "Party."

1. RECITALS

A. Grantor is the owner of real property in San Joaquin County, California, identified as San Joaquin County Assessor's Parcel Numbers 187-310-10, more particularly described in **EXHIBIT A** attached hereto ("**Property**").

B. District is undertaking a project to install a trash rack in its Lower Farmington Canal, and will require electrical power for that purpose ("**Project**").

C. Pacific Gas & Electric Company ("**PG&E**") has agreed to extend a power line to the Project, which will travel over the Property.

D. District has agreed to compensate McCurley for the easement that it will grant to PG&E for this purpose.

NOW THEREFORE, the Parties hereby agree as follows:

1. **AGREEMENT.** McCurley hereby agrees to execute an easement in favor of PG&E for a primary line extension in the form provided by PG&E for approximately 1,195 feet over approximately 0.274 acres of the Property, as generally depicted in the map attached hereto as **EXHIBIT B** ("**Easement**") immediately upon request by PG&E and District to execute such easement.

2. **CONSIDERATION.** Immediately upon execution of such Easement, District shall pay McCurley the amount of TWO THOUSAND DOLLARS (\$2,000.00).

3. **BINDING ON ASSIGNEES.** This Acknowledgement shall run with the land, and bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties. The rights and obligations under the terms and conditions of this Acknowledgement and the terms, rights, conditions, restrictions and limitations contained herein with respect thereto shall (i) burden and/or run with the Property and (ii) inure to the benefit and use of the District and its assigns.

4. **MISCELLANEOUS.**

A. Authority. Each Party represents that its representatives executing this Acknowledgement on their behalf have the binding authority to do so.

B. Enforceable Rights. It is the intent of the Parties that this Acknowledgement creates valid and enforceable rights against the owner of the Property and against any persons or entities claiming rights to use the Easements, which rights may be specifically enforced in a court of law by and against such owners, persons and entities.

C. Entire Agreement: Modification. This Acknowledgement contains the entire understanding and agreement between the Parties with respect to the Easements and all prior understandings and agreements between parties, whether oral or written are of no further force or effect. Only a writing signed by the Parties may modify this Acknowledgement.

D. No Waiver. Failure by either Party to enforce any covenant, restriction or other provision of this Acknowledgement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision of this Acknowledgement shall in no way constitute a waiver of the right to enforce such covenant, restriction or provision of this Agreement or seek redress for the breach thereof. The waiver by any Party of a breach of any provision of this Acknowledgement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

E. Counterparts. This Acknowledgement may be executed in two or more counterparts and when so executed shall have the same force and affect as though all signatures appeared in one document.

F. Enforcement. Enforcement of this Acknowledgement may be by legal proceedings against any person violating any restriction, covenant, condition or agreement contained herein, either to restrain or enjoin such violation or to recover damages.

G. Partial Invalidity. If any term or provision of this Acknowledgement be, to any extent, invalid or unenforceable, the remainder of this Acknowledgement will not be affected thereby, and each such term and provision of this Acknowledgement will be valid and be enforced to the fullest extent permitted by law.

H. Time is of the Essence. Time is of the essence in this Acknowledgement.

IN WITNESS WHEREOF, the Parties have caused this Acknowledgement to be executed.

MCCURLEY FARMS, LLC,
a Delaware limited liability company

By: Wayne McCurley
Name: WAYNE MCCURLEY
Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF San Joaquin)

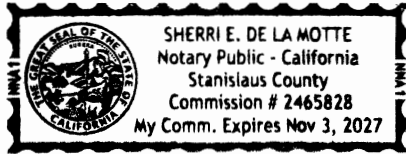
On April 19, 2024, before me, Sherri E. de la Motte Notary Public, personally appeared Wayne McCurley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sherri E. de la Motte

(Seal)



WESTECH INDUSTRIES, INC.
a California corporation

By: Wayne McCurley
Name: Wayne McCurley
Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF San Joaquin)

On April 19, 2024, before me, Sherri E. de la Motte, Notary Public, personally appeared Wayne McCurley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

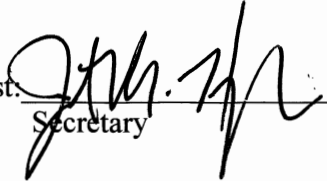
Signature Sherri E. de la Motte

(Seal)



STOCKTON EAST WATER DISTRICT

By: 
President

Attest: 
Secretary


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN JOAQUIN)

On March 19 2024, before me, Juan Manuel Vega, Notary Public, personally appeared Richard E. Atkins and Justin M. Hopkins, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

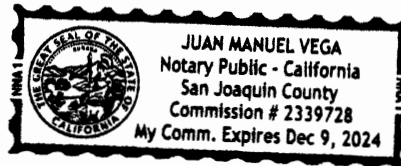


EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that real property situate in the County of San Joaquin, State of California, more particularly described as follows:

The South half of the Southeast Quarter and the South 15 acres of the Northwest Quarter of the southeast Quarter of Section 10, Township 1 North, Range 9 East, Mount Diablo Base and Meridian, together with the following described portion of East half of Section 15 Township 1 North, Range 9 East, Mount Diablo Base and Meridian:

Beginning at the Northeast corner of said Section 15; running thence West along the Section line, 912.50 feet to the Northeast corner of Lorenzo Bersano Tract; thence South along Bersano East line, 722 feet; thence West, 1088.5 feet to the East line of Bersano's 20 acre tract; thence South 1899 feet to a one-half section line; thence West along said one-half section line, 1996.7 feet to the southwest corner of Buckman's 55.93 acre tract; thence south $1^{\circ}12'$ West along Buckman Tract, 2604.5 feet to the North lien of the County Road along the South line of Section 15; thence East along said North lien of County Road, 2055.2 feet to the Southwest corner of H.C. Jones 25 acre tract; thence North along the West line of said Jones Tract, 1468 feet; thence East, 728.3 feet; thence South 1468 feet to said north lien of County Road; thence East along said North line of County Road, 1195 feet to the East line of said Section 15; thence north along said East section line 5280 feet to the point of beginning.

EXCEPTING THEREFROM the following described parcel:

Commencing at the Southwest corner of said Section 15; running thence along the South line of the Southwest Quarter of said Section 15; South $89^{\circ}32'30''$ East 1340 feet; thence north $1^{\circ}25'30''$ East, 40 feet to an iron pipe at the intersection of the North lien of a 40 foot public road along the South side of said Section 15 with the East line of the H.P. Buckman Road No. 510, said iron pipe being the TRUE POINT OF BEGINNING of the herein described 123.50 acre tract; thence along said North lien of public road, South $89^{\circ}32'30''$ East, 1262.55 feet to an iron pipe in the Quarter Section line running North and South through the center of said Section 15; thence along the North line of the Public Road being 40 feet North of and parallel to the South line of the Southeast Quarter of said Section 15, South $89^{\circ}51'30''$ East, 746.55 feet to a post set in concrete at the Southwest corner of the H. Cherry Jones Property; thence along the fence on the West line of said Jones property and along said property line produced Northerly, North $0^{\circ}32'30''$ East, 2576.75 feet to an iron pipe 40 feet South of the Quarter Section line running East and West through the center of said Section 15; thence along a line which is 40 feet South of and parallel to the last mentioned Quarter Section line and being also the South line of the H.P. Buckman Road No. 510, north $89^{\circ}44'$ West, 209.45 feet to an iron pipe at the angle point in said H.P. Buckman Road No. 510; thence along the East line of said H.P. Buckman Road No. 510, South $1^{\circ}25'30''$ West, 2574.6 feet to the point of beginning.

ALSO EXCEPT that portion described in Deed to the State of California recorded January 20, 1988, Recorder's Instrument No. 88005724, San Joaquin County Records,

The above legal description is also referred to as "Exhibit "B" LA-92-36 Property Description" on Notice of Lot Line Adjustment recorded Mazy 11, 1992, Instrument No. 92054178, San Joaquin County Records.

APN: 187-310-10 and 187-320-07.

**AGREEMENT FOR THE TRANSFER OF WATER BY AND BETWEEN
ROCK CREEK WATER DISTRICT AND
STOCKTON EAST WATER DISTRICT**

This AGREEMENT FOR THE TRANSFER OF WATER (“Agreement”) is entered into this 9th day of April, 2024 (“Effective Date”), by and between the ROCK CREEK WATER DISTRICT (“Rock Creek”), and the STOCKTON EAST WATER DISTRICT (“Stockton East”). Rock Creek and Stockton East are each individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Rock Creek is operating under and by virtue of Division 11 of the California Water Code; and

WHEREAS, Rock Creek is the owner of pre-1914 water rights to the waters of Rock Creek as identified in Statement 000666, and Manadise Creek as identified in Statement 000665 on file with the State Water Resources Control Board (“State Board”), both of which are stored in Salt Spring Valley Reservoir; and

WHEREAS, Rock Creek is charged with putting their water rights to the fullest beneficial use; and

WHEREAS, due to ongoing conservation practices and improvements in facilities by Rock Creek, the water to be sold to Stockton East by this Agreement is surplus to the current needs of the landowners and water users of Rock Creek in accordance with California Water Code section 22259; and

WHEREAS, the Parties previously entered into agreement for the transfer of up to 1,000 acre feet in 2022; 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 the United States Bureau of Reclamation for water delivery from the New Melones Project as a Central Valley Project contractor from the East Side Division and receives zero allocation in certain years;

WHEREAS, Stockton East supplies irrigation, municipal and industrial and domestic water to portions of eastern San Joaquin County from a combination of surface and groundwater sources; and

WHEREAS, the quantity and quality of groundwater within the Eastern San Joaquin Groundwater Subbasin underlying Stockton East, Rock Creek, and the Intended Recipients is threatened and without the sale of the water to Stockton East under this Agreement, the intended recipients may pump groundwater; and

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

WHEREAS, Stockton East recognizes the benefits of making advance payment available to Rock Creek to facilitate Salt Springs Valley Reservoir outlet works rehabilitation and corresponding increase of delivery flows to Stockton East.

NOW, THEREFORE, the Parties, on the terms and conditions herein set forth, agree as follows:

AGREEMENT

1. **TERM:** This Agreement shall become effective upon the Effective Date and shall terminate on December 31, 2028. Stockton East shall have an option to renew this Agreement for an additional five (5) Years, upon conditions mutually agreeable to the Parties.

2. **WATER AVAILABLE FOR PURCHASE:** Rock Creek shall make pre-1914 water under Statements 000665 and 000666 (“**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 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 (“**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 amount of 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. Rock Creek shall make up to One Thousand Five Hundred (1,500) acre feet of Transfer Water available to Stockton East pursuant to this Agreement as scheduled by Stockton East in accordance with Section 11.

ii. Dry Year, Below Normal, Above Normal and Wet Years. When the East Side Contractors receive less than a full allocation of 155,000 acre feet, Rock Creek shall make available to Stockton East pursuant to this Agreement up to Three

Thousand (3,000) acre feet of Transfer Water as scheduled by Stockton East in accordance with Section 11.

B. As used in this Agreement, “**Year Type**” means the Year Types as determined by the San Joaquin River Basin 60-20-20 Index, and shown on the table in this Section 2. These year types are currently used, in part or in whole, by Reclamation under the Shortage Policy. “**Year**” shall run concurrently with the Stockton East fiscal year defined as April 1 through March 31 of the following calendar year.

3. **DELIVERY.**

A. Delivery Point. The Transfer Water will be made available by Rock Creek, and measured by a gauge furnished and installed by Stockton East at Wagner Dam (the “**Delivery Point**”) in accordance with the scheduled agreed to by the Parties pursuant to Section 10. Transfer Water made available at the Delivery Point shall be considered “**Delivered**”. Transfer Water will be diverted by Stockton East at the Stockton East Rock Creek Diversion Structure at Farmington Dam located on the Rock Creek west and downstream of Wagner Dam. This definition of the term “**delivery**” including “**deliver**” and “**delivered**,” where such term is used in reference to the Transfer Water.

B. Delivery Rate. Rock Creek shall provide the Transfer Water to be made available as set forth in Section 2 at a rate not less than twenty (20) cubic feet per second. 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 Rock Creek in the Years in which water is made available.

4. **COMPLIANCE WITH APPLICABLE LAWS AND APPROVALS:**

A. It is a condition to the obligations of the Parties under this Agreement that the Parties comply with the requirements of the California Environmental Quality Act (“**CEQA**”). Rock Creek shall be the lead agency 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) for each acre foot of Transfer Water Delivered at the Delivery Point.

6. **PAYMENT:**

A. Within ten (10) days of the Effective Date, or later date set by Rock Creek, Stockton East shall make available to Rock Creek an advance payment for Transfer Water under this Agreement in an amount up to Five Hundred Thousand Dollars (\$500,000.00) (“**Advance Payment**”).

B. Rock Creek shall invoice Stockton East every month for in the Years that Transfer Water is made available. The invoices will be based on the amount diverted and measured at the Delivery Point.

C. The Advance Payment shall be applied to payment of the first Two Thousand Five Hundred (2,500) acre feet of Transfer Water. When all Advance Payment has been expended, Stockton East shall remit payment within sixty (60) days of receipt of the invoice.

D. In the event Rock Creek is unable to fulfill the Transfer Water obligations of this Agreement, Rock Creek shall repay Stockton East all amounts of the outstanding balance of the Advance Payment prior to the termination of this Agreement in the manner set forth in Section 7.

7. INTEREST:

A. The Parties acknowledge that Stockton East is providing Rock Creek with the Advance Payment because Rock Creek is in need of funds. In consideration of Stockton East providing the Advance Payment, Rock Creek shall pay Stockton East interest on the outstanding amount of the Advance Payment at an annual rate of one-half (1/2) an acre-foot of Transfer Water per One Thousand Dollars (\$1,000.00) of the Advance Payment until such time the full amount of the Advance Payment is recovered by Stockton East.

B. In the event the Transfer Water conditions defined in Section 2.A are not met for three (3) consecutive years, Rock Creek will not accrue additional interest on Advance Payment until Transfer Water is provided under the obligations of this Agreement.

C. Rock Creek will accrue zero interest on the Advance Payment if Transfer Water obligations to Stockton East are fulfilled within the same Year as the Advance Payment.

D. In the event Rock Creek is unable to fulfill the Transfer Water obligations of this Agreement as specified in Section 6.D, Rock Creek shall pay Stockton East at an annual interest rate of five (5) percent on the outstanding balance of the Advance Payment until the amount of the Advance Payment is repaid in full.

E. Stockton East shall pay Rock Creek interest at an annual interest rate of ten (10) percent on any charges that remain unpaid under this Agreement sixty (60) days beyond the due date.

8. WATER QUALITY: Rock Creek makes no warranty or representations as to the quality of the Delivered to Stockton East.

9. **LIMITING CONDITIONS:**

A. Rock Creek Limiting Conditions. Rock Creek's obligation to make Transfer Water available pursuant to this Agreement will, at all times, be subject and subordinate to the following conditions (collectively, "**Rock Creek's Limiting Conditions**"):

i. The terms and conditions of their water rights as they currently exist;

ii. Pursuant and subsequent to Rock Creek satisfying repayment to Stockton East for any Advance Payment, the rights of landowners, within Rock Creek's boundary, to the beneficial use of their respective district water as related to the delivery of water purchased pursuant to this Agreement;

iii. Applicable federal and state laws now in existence, and as modified from time to time, which may affect Rock Creek's rights or obligations;

Nothing in this Agreement shall be construed so as to contradict, conflict with, or otherwise be contrary to the provisions of any of Rock Creek's Limiting Conditions; and in the event of any conflict between any of Rock Creek's Limiting Conditions and this Agreement, Rock Creek's Limiting Condition(s) shall control, and Rock Creek shall not be deemed to be in violation of this Agreement by any modifications of the Agreement, including reduced supply for Stockton East, that may be required to ensure compliance with any of Rock Creek's Limiting Conditions.

B. Stockton East Limiting Conditions. Stockton East's obligation to purchase Transfer Water as provide in this Agreement will, at all times, be subject and subordinate to the following conditions (collectively "**Stockton East's Limiting Conditions**"):

i. Stockton East shall be obligated to pay only for Transfer Water that has been scheduled and delivered by Rock Creek, except for the Advance Payment; and

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

Nothing in this Agreement shall be construed so as to contradict, conflict with, or otherwise be contrary to the provisions of any of Stockton East's Limiting Conditions; and in the event of any conflict between any of Stockton East's Limiting Conditions and this Agreement, Stockton East's Limiting Condition(s) shall control, and Stockton East shall not be deemed to be in violation of this Agreement by any modifications of the Agreement that may be required to ensure compliance with any of Stockton East's Limiting Conditions.

10. **DELIVERY SCHEDULE:** Consistent with this Agreement, Rock Creek will make Transfer Water available at the Delivery Point on a schedule developed by the

Parties (“**Delivery Schedule**”). The Parties 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 Schedule is finalized will depend upon Reclamation’s final determination of allocation to Stockton East. The Delivery Schedule will be limited by the concurrent delivery of Stockton East’s other water (generally March through October), Reclamations’ determination of allocation, and Stockton East’s needs.

11. **WATER SUPPLY REDUCTIONS:** Rock Creek may reduce the Delivery for any of the following reasons: Rock Creek’s Limiting Conditions; 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 Rock Creek; diversions outside the control of Rock Creek which may hereafter be authorized for others from tributaries to the Salt Springs Valley Reservoir; and any action, legislation, ruling or determination adverse to Rock Creek affecting the Agreement and beyond the reasonable control of Rock Creek. Rock Creek shall make good faith efforts to avoid such reductions, but Stockton East agrees that Rock Creek shall not be liable for reductions of supply in this Agreement due to the above-stated causes.

12. **APPROVALS AND COSTS:** Stockton East shall pay the cost to prepare, notice, and file the appropriate CEQA documentation and Rock Creek shall approve the appropriate CEQA documentation as the lead agency.

13. **LITIGATION COSTS:** Rock Creek agrees to defend its own interests in any litigation or regulatory action challenging the validity of Rock Creek’s 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.

14. **COOPERATION:** To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other Party 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.

15. **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.

16. **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.

17. **NOTICES:** Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by a nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or sent by electronic transmission subject to confirmation of such transmission. Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) one (1) Business Days after it is deposited with a nationally recognized overnight courier service, if sent by a nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT) on any Business Day or on any day other than a Business Day or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses as such party may subsequently designate to the other Party by notice given hereunder:

ROCK CREEK WATER DISTRICT

Don Harper, President
Rock Creek Water District
9601 State Route 4
Farmington, CA 95230
Email: rockcreekwd@gmail.com
Phone: (775) 790-2043

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

As used herein, "**Business Day**" means any day other than a Saturday, Sunday, or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

18. **MISCELLANEOUS.**

A. 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.

B. Dispute Resolution. In the event of any dispute regarding interpretation or implementation of this Agreement, authorized representatives from the Parties 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 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 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.

C. Other Agreements. Nothing contained within this Agreement restricts the ability of Rock Creek to provide water services and sales to its existing landowners and outside lands.

D. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, and supersedes any oral agreement, statement or promise relating to the subject matter of the Agreement. No other agreement, statement, or promise made to any party, or to any employee, officer, or agent of a Party to this Agreement, or to any other person, that is not in writing and signed by all Parties shall be binding upon them. Any amendment, including oral modifications, must be reduced to writing and signed by all Parties to be effective.

E. Counterparts. This Agreement may be executed in two 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.

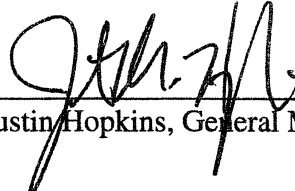
F. Authority. The signatories represent that they have appropriate authorization to enter into this Agreement on behalf of the Party for whom they sign.

G. 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.

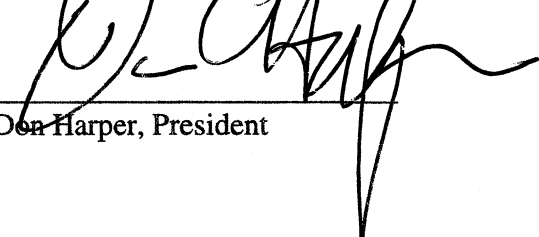
IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

PARTIES:

STOCKTON EAST WATER DISTRICT

By: 
Justin Hopkins, General Manager

ROCK CREEK WATER DISTRICT

By: 
Don Harper, President

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GATE	SECTION	ROW	SEAT
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Klein Family Field • Pacific Campus

PACIFIC TIGERS vs **SANTA CLARA BRONCOS**

Gates open at 5pm • Game Starts 6pm

You, your family and co-workers (up to a party of 7) are invited to be our VIP guests for food, festivities and fun!

Please RSVP with your name and number in your party by

• Friday, May 3rd •

Katie McCue • 209-337-6017

kmccue@fmbonline.com

This is not your actual ticket. Check in at the F&M Bank Welcome Table at the front gate to receive your ticket. Opening a new account or additional deposits are not required to obtain a ticket.



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Financial Management for Special Districts

April 24, 2024

Agenda

8:30 am – 9:00 am	Registration
9:00 am – 9:30 am	Financial Reporting: Effectively Communicating the Financials Justin Williams, CPA – MUN CPAs
9:30 am – 10:30 am	Fraud and Internal Controls: Implementing Controls to Reduce Fraud Risk at your District Justin Williams, CPA – MUN CPAs
10:30 am – 10:45 am	Break
10:45 am – 12:15 pm	Budgeting: For the Short and Long-Term Needs of Your District Paula Hansen, CSDM - Southgate Recreation and Park District
12:15 pm – 1:00 pm	Lunch (Provided)
1:00 pm – 1:45 pm	The Doctor Will See You Now: Assessing Your District Fiscal Health Rick Wood – California Special Districts Association
1:45 pm – 2:30 pm	Building a Solid Financial Foundation: Financial Policies and Internal Controls Rick Wood – California Special Districts Association
2:30 pm – 2:45 pm	Break
2:45 pm – 3:15 pm	More Money – More Options: Investment Options for Special Districts Rick Wood – California Special Districts Association
3:15 pm – 4:00 pm	Economic Update California CLASS

This workshop is provided for general information only and is not offered or intended as legal advice. Attendees should seek the advice of an attorney when confronted with legal issues and attorneys should perform an independent evaluation of the issues raised in this workshop.

California Special Districts Association

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SJCOG One Voice® Itinerary
May 5-9
Draft as of January 9, 2024

Any meetings listed on this schedule are subject to change, this is not a final list of meetings expected to occur.

Monday, May 6

7:00 – 9:30 a.m. Buffet Breakfast/Group Briefing with CJ Lake team
Hyatt Regency Washington on Capitol Hill Hotel, Room TBD

6:00 p.m. San Joaquin RTD/Regional Rail Commission Hosted Dinner
(All Invited) – Additional details with RSVP instructions to follow.

Tuesday, May 7

7:00 – 9:30 a.m. Buffet Breakfast/Day Briefing
Hyatt Regency Washington on Capitol Hill, Room TBD

6:30 p.m. Port of Stockton Hosted Dinner
(All invited) – RSVP information and additional details to follow.
*Please Note: **Dress Code – Jackets are required, tie optional.*

Wednesday, May 8

7:30 – 8:30 a.m. Buffet Breakfast/Day Briefing
Hyatt Regency Washington on Capitol Hill, Room TBD

5:00 – 6:30 p.m. One Voice® Reception with Congressional Members (and staff)
– Hyatt Regency Washington on Capitol Hill
Hotel, Room TBD

6:45 p.m. Washington Nationals Ball Game – (All invited) Additional
details and RSVP information to follow.

Thursday, May 9

Open for non-One Voice® meetings/travel

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PRELIMINARY AGENDA

TUES 5/7/24

8:00 AM - 9:15 AM
AGRICULTURE COMMITTEE

8:30 AM - 12:00 PM
ACWA JPIA SEMINARS

9:30 AM - 10:45 AM
GROUNDWATER COMMITTEE

11:00 - 12:15 PM
WATER MANAGEMENT COMMITTEE
ENERGY COMMITTEE

12:15 PM - 1:30 PM
COMMITTEE NETWORKING LUNCH

12:30 PM - 1:30 PM
OUTREACH TASK FORCE

1:45 PM - 3:00 PM
FINANCE COMMITTEE
LOCAL GOVERNMENT COMMITTEE
WATER QUALITY COMMITTEE

3:15 PM - 4:45 PM
COMMUNICATIONS COMMITTEE
FEDERAL AFFAIRS COMMITTEE
LEGAL AFFAIRS COMMITTEE
MEMBERSHIP COMMITTEE

5:00 PM - 6:30 PM
WELCOME RECEPTION
IN THE EXHIBIT HALL

WED 5/8/24

7:30 AM - 8:30 AM
CONTINENTAL BREAKFAST
IN THE EXHIBIT HALL

8:30 AM - 10:00 AM
WELCOME KEYNOTE / MAIN STAGE

10:30 AM - 11:45 AM
PROGRAM SESSIONS 

12:00 PM - 1:30 PM
CONNECT IN THE EXHIBIT HALL
NETWORKING LUNCHEON

1:30 PM - 2:00 PM
SOLUTION SPOTLIGHTS
• Member Case Study, Associate Service, Demo

1:30 PM - 2:15 PM
WATER TALK / MAIN STAGE

2:30 PM - 3:30 PM
PROGRAM SESSIONS 

3:45 PM - 5:00 PM
REGION 1-10 MEMBERSHIP MEETINGS

5:00 PM - 6:00 PM
ACWA RECEPTION IN THE EXHIBIT HALL

THUR 5/9/24

7:00 AM - 8:00 AM
WELLNESS ACTIVITY

7:30 AM - 11:00 AM
CONNECT IN THE EXHIBIT HALL

7:30 AM - 9:00 AM
CONTINENTAL BREAKFAST
IN THE EXHIBIT HALL

9:15 AM - 10:15 AM
PROGRAM SESSIONS 

10:30 AM - 11:30 AM
PROGRAM SESSIONS 

11:45 AM - 1:15 PM
KEYNOTE & AWARDS / MAIN STAGE

1:30 PM - 3:00 PM
CLOSING NETWORKING LUNCHEON

Last Updated: 3/13/24

 Qualify for continuing education credit

 Designated Recorded Programs TBD

Questions: Email events@acwa.com
Online Registration Deadline: April 19, 2024

All conference programs are subject to change without notice.

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