



REGULAR BOARD MEETING

JANUARY 17, 2017



# STOCKTON EAST WATER DISTRICT

PROVIDING SERVICE SINCE 1948  
www.sewd.net

## DIRECTORS

Richard Atkins  
Division 1

Andrew Watkins  
Division 2

Alvin Cortopassi  
Division 3

Melvin Panizza  
Vice President  
Division 4

Paul Sanguinetti  
Division 5

Loralee McGaughey  
Division 6

Thomas McGurk  
President  
Division 7

## STAFF

Scot A. Moody  
General Manager

Michael D. Johnson  
Assistant General Manager

## LEGAL COUNSEL

Jeanne M. Zolezzi  
General Counsel

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

E-mail [sewd@sewd.net](mailto:sewd@sewd.net)

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 NOON, TUESDAY, JANUARY 17, 2017 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 Kristin Carido, Administrative Services Manager (209) 948-0333 at least 48-hours in advance for assistance so the necessary arrangements can be made.

Agendas and minutes are located on our website at [www.sewd.net](http://www.sewd.net).

## AGENDA

### Page No

- A. Pledge of Allegiance (General Manager Moody) & Roll Call**
- B. Consent Calendar (None)**
- C. Public Comment (Non-Agenda Items)**
- D. Scheduled Presentations and Agenda Items**
  - 1. State of California State Water Resources Control Board – Certification for Water Treatment Plant Operation Grade T5 Presentation 01
  - 2. Minutes 01/10/17 Regular Meeting 03
  - 3. Warrants
    - a. Fund 70 – Administration Fund 07
    - b. Fund 71 – Water Supply Fund 09
    - c. Fund 91 – Vehicle Fund 11
    - d. Fund 94 – Municipal & Industrial Fund 13
    - e. Summary 15
    - f. Short Names/Acronym List 17
    - g. SEWD Vehicles & Heavy Equipment 19
  - 4. Pezzi Dam Rehabilitation Update & Staff Presentation 21
  - 5. Dr. Joe Waidhofer Water Treatment Plant – P-28 Ball Check Valve Emergency Repair Authorization 23
- E. Committee Reports**
  - 1. Sustainable Groundwater Management Act Work Group, 01/11/17 27

**F. Report of the General Manager**

1. Water Supply Report as of 01/09/17 43
2. Information Items
  - a. Material Included, but Bound Separately from Agenda Packet:
    1. Brown's Budget Proposal Contains Funds For Drought And Other Key Water Issues, ACWA News, 01/11/17
    2. Russ Thomas Appointed To Calaveras County Water District Board, Calaveras County Water District, 01/11/17
    3. River-Flow Plan Moves To Written Comment Stage, AgAlert, 01/11/17
    4. State of California House Majority Leader Kevin McCarthy and Delegation – Letter Supporting Decision Regarding Increased Water Exports from the Sacramento-San Joaquin River Delta in Response to Ongoing Storm Events in California, , 01/10/17
    5. Farmers And Water Districts Hope Storm Runoff Can Help Replenish Underground Supplies, The Fresno Bee, 01/10/17
    6. Former Bureau Commissioner Bob Johnson Elected Board President Of Water Education Foundation, Water Education Foundation, 01/10/17
    7. Environmental Protection Agency – Notice Of Funding Availability (NOFA) for Credit Assistance Under the New Water Infrastructure Finance and Innovation Act (WIFIA) Program, , ACWA Federal Relations, 01/10/17
    8. We Told State Water Board There's A Better Way; Help Make It Listen, The Modesto Bee, 01/04/17
    9. Water Districts May Have Mutual Plans, The Linden Herald, 12/29/16
3. Report on General Manager Activities
  - a. Association of California Water Agencies Outreach Advisory – State Legislative Committee Forms Working Groups on Long-Term Conservation Policy, 01/11/17 45

**G. Director Reports**

**H. Communications**

**I. Agenda Planning/Upcoming Events**

1. San Joaquin County Flood Control and Water Conservation District Advisory Water Commission Meeting, 1:00 p.m., 01/18/17
2. ACWA State Legislative Committee Meeting, 10:00 a.m., 01/20/17
3. Stockton Area Water Suppliers Meeting, 3:00 p.m., 01/23/17

**J. Report of the Counsel**


1. Closed Session - Potential Litigation  
Government Code 54956.9 (c) – two cases
2. Closed Session – Personnel  
Government Code 54957

**K. Adjournment**

**Certification of Posting**

I hereby certify that on January 12, 2017 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 12, 2017.



Kristin Carido, Administrative Services 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.

THIS PAGE  
INTENTIONALLY  
LEFT BLANK





# *State of California State Water Resources Control Board*

IN ACCORDANCE WITH DIVISION 104, PART 1, CHAPTER 4, ARTICLE 3  
OF THE HEALTH AND SAFETY CODE

## *Kenneth A. Elledge*

IS AUTHORIZED TO OPERATE OR SUPERVISE THE OPERATION OF A WATER TREATMENT FACILITY  
FOR PRODUCTION OF WATER FOR DOMESTIC USE AND IS HEREBY GRANTED THIS CERTIFICATE FOR

## *Water Treatment Operator*

## *Grade T5*

Operator Number: 18636

Issued  
January 2017

Felicia Marcus  
Chair

THIS PAGE  
INTENTIONALLY  
LEFT BLANK

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 10, 2017 AT 12:00 NOON

**A. PLEDGE OF ALLEGIANCE AND ROLL CALL**

President McGurk called the regular meeting to order at 12:24 p.m., and led the Pledge of Allegiance.

Present at roll call were Directors Atkins, Cortopassi, McGaughey, McGurk, Panizza, Sanguinetti and Watkins. Also present were Manager Moody, Assistant Manager Johnson, District Engineer Lee, Finance Director Naray, Administrative Clerk Curtis, and Legal Counsel Harrigfeld.

**B. CONSENT CALENDAR (None)**

**C. PUBLIC COMMENT (None)**

**D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS**

1. Minutes 01/03/17 Regular Meeting

President McGurk made the following corrections to the minutes:

- Page 2, section D-3, 4<sup>th</sup> paragraph, 1<sup>st</sup> sentence – add “Slough” after “Mormon”.
- Page 3, section D-5, 1<sup>st</sup> paragraph, 3<sup>rd</sup> sentence – add “in order to attain a new permit” after “system”.

A motion was moved and seconded to approve the January 3, 2017 Regular Meeting Minutes, as amended.

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 January 10, 2017 Warrants – California Public Employees’ Retirement System, as presented.

Roll Call:

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

3. Lower & Upper Farmington Canal Easement Update

Manager Moody provided the Board with an update on the Lower and Upper Farmington Canal Easement process. District Engineer Lee reported between the years of 1992 and 1994 the District secured easement agreements for easements with property owners along the Lower and Upper Farmington Canals for the pre- and post- construction work. The agreements stipulated that the District would finalize the easement process by surveying the easement boundaries and processing recordation with the appropriate County Recorder’s office. District Engineer Lee reported the District hired Golden State Surveying to confirm the alignment of the canal, develop legal descriptions, and plat maps. The



surveys were completed but the deliverables were never finalized. District Engineer Lee reported staff is currently researching the easements to ensure the District has rights to the properties and will have the easement agreed upon with the property owner. District Engineer Lee reported over the last 20 years parcels have changed sizes based on mergers, lot line adjustments or splits. Many parcels have also changed ownership.

President McGurk inquired on the frequency in which the Board will receive updates. District Engineer Lee replied in six-months or less staff will report back to the Board.

President McGurk inquired if research is being conducted in-house. District Engineer Lee replied yes, staff receives reports from title companies to ensure the ownership has not changed and to ensure staff is speaking to the correct owners and how the property is held as individual party; husband and wife; partnership or trust.

Director Watkins inquired if the goal is to survey the easements and if this will be brought back to the Board. Manager Moody replied yes. District Engineer Lee added some of the surveys are still useable; if there have been lot line adjustments the property will need to be re-surveyed.

Director Panizza identified that Golden State Surveying has been working with the District on this issue for 20+ years. District Engineer Lee reported Robert Ozbirn sold Golden State Surveying to Land & Structure Civil Engineers; however, staff is still working with Mr. Ozbirn as he has been the representative working with the District on this issue over the years.

Director Panizza inquired when staff expects easements will be recorded. Manager Moody replied staff is hopeful most landowners will be agreeable and easements may be recorded within the next 6-months.

Director Watkins inquired if staff will report back to the Board before or after the easements are recorded. Manager Moody replied staff will bring any easement with a dispute to the Board prior to recording.

Director Watkins inquired if a letter was sent to the owners of the properties of the three recently recorded easements. Manager Moody replied yes. This item was for information only.

4. Association of California Water Agencies/Joint Power Insurance Authority – 2017 Executive Committee Election Notice

Manager Moody provided the Board with the 2017 ACWA/JPIA Executive Committee Election Notice. Manager Moody reported he wanted to give the Board the option of nominating someone to the Executive Committee. Manager Moody reported that although the ACWA/JPIA Board votes on matters, the Executive Committee is the driving force behind everything. This item was for information only.

## **E. COMMITTEE REPORTS**

1. San Joaquin County & Delta Water Quality Coalition Meeting, 01/09/17

Director Atkins attended the January 09, 2017 San Joaquin County & Delta Water Quality Coalition Meeting. Director Atkins reported the financial report remains status quo. Director Atkins reported the \$40,000.00 expense for CV Salts will be on next month's financial report. Legal Counsel Harrigfeld reported that she suggested she, Michael Wackman, and the San Joaquin Farm Bureau meet to discuss the District transitioning out of CV Salts as the County has already contributed. Legal Counsel Harrigfeld reported she will bring the recommendation from the meeting to the Board for review. Director Atkins reported there was a discussion on membership; there are ~700 landowners out of compliance, as they have not signed up as members with the Coalition. The Coalition will be sending out certified letters to the ~700 landowners stating they will need to join the Coalition if they have irrigated lands that are for

Board Meeting – 01/10/17

Draft

commercial use. Director Watkins added this push for membership is coming from the California Regional Water Quality Control Board (RWQCB), not the Coalition. Director Atkins reported there is an upcoming Nitrogen Management Plan Self-Certification Class on January 18, 2017. Manager Moody inquired who staff should contact to request being able to speak after a class. Director Atkins replied Ruth Mulrooney at the Coalition.

Director Cortopassi reported the Coalition is a way to allow a group of individuals to be compliant with the RWQCB. However, the RWQCB keeps instating new requirements.

Manager Moody inquired if the waste discharge order dictates what the RWQCB can do in regards to the Coalition. Legal Counsel Harrigfeld replied the waste discharge order is a waiver of the requirement to have a Waste Discharge Requirement (WDR) and it is applicable to the Coalition.

Julianne Phillips reported there will be more ahead with revisions as the RWQCB wants to stress the monitoring of the drinking wells. The Coalition has said they cannot absorb the costs of the monitoring. The Coalition must either start a new Coalition specifically for drinking well monitoring or require growers to conduct the monitoring themselves. Legal Counsel Harrigfeld inquired what drinking water wells. Ms. Phillips replied all domestic wells, twice a year. The next meeting is scheduled for February 13, 2017.

## **F. REPORT OF GENERAL MANAGER**

### **1. Water Supply Report as of 01/09/17**

Manager Moody provided a handout of the Water Supply Report that included storage, release, and production data collected from various sources as of midnight last night.

Manager Moody reported there is 135,742 AF in storage at New Hogan Reservoir. Current releases are set at 39 cfs. There is 751,478 AF in storage at New Melones Reservoir. Current release at Goodwin Dam to Stanislaus River are set at 1,474 cfs and release to all water users are set at 1,474 cfs. The water treatment plant is currently processing 16 mgd. The City of Stockton's water treatment plant is currently processing 11 mgd.

Director Watkins inquired if the rain gage at Farmington Dam is part of the District's infrastructure. District Engineer Lee replied no, it is owned by the United States Army Corps of Engineers (USACE).

Director Cortopassi inquired if the District has recorded in the past or is recording storage levels at Farmington Dam as they occur. Manager Moody replied the USACE keeps those recordings; staff can retrieve those records.

Director Cortopassi inquired how often we receive the groundwater extraction amount for the urban areas. Manager Moody replied we receive those numbers once a year, as it is part of the Base Monthly Payment calculation.

Manager Moody reported the City of Stockton is currently not taking water from the District, in the northern part of the city, because their water is chloraminated. Director Sanguinetti inquired if the City is chloraminating at their well. Manager Moody replied yes.

### **2. Information Items:**

Manager Moody noted items: F2a-1, F2a-2, F2a-3, F2a-4, F2a-5, F2a-6, F2a-7 and F2a-8.

### **3. Report on General Manager Activities**

Board Meeting – 01/10/17

3

Draft

Assistant Manager Johnson reported on inquiries from the January 3, 2017 Board meeting. Assistant Manager Johnson reported the sway bar on Unit #16 was not damaged; rather, the frame had cracked on the centering arm assembly. Big Valley Ford would not take the liabilities and repair the centering arm assembly; they recommended Dentoni's Welding Works Inc. Assistant Manager Johnson reported Big Valley Ford advised Ford has redesigned this particular assembly, as it is a frequent problem with these model vehicles.

Assistant Manager Johnson reported the inquiry on eyewash for divers or drivers is for neither. The expense is for four bottles of concentrate that is an algacide, bactericide and fungicide that goes into the emergency eyewash at Bellota. The concentrate is mixed in 16-gallons of water to keep the solution sterile for 3-months. The four bottles purchased is a one year supply.

Assistant Manager Johnson reported the inquiry on the Mormon Slough uprights requiring fabrication. The uprights for the dams along Mormon Slough are interchangeable, which requires them to be consistently manufactured. The District does not own a plasma table or a torch table to manufacture these.

#### **G. DIRECTOR REPORTS**

1. Greater Stockton Chamber of Commerce Monthly Mixer – Whisky Barrel Tavern, 01/05/17  
None to report.

#### **H. COMMUNICATIONS (None)**

#### **I. AGENDA PLANNING/UPCOMING EVENTS**

1. Eastern San Joaquin County Groundwater Banking Authority Board Meeting, 9:30 a.m., 01/11/17  
*[This meeting has been cancelled]*
2. Sustainable Groundwater Management Act Workgroup, 10:00 a.m., 01/11/17
3. District Holiday – Martin Luther King Jr.'s Birthday, 01/16/17

#### **J. REPORT OF THE COUNSEL**

1. Closed Session - Potential Litigation  
Government Code 54956.9 (c) – two cases

President McGurk adjourned the meeting to closed session at 1:24 p.m. to discuss closed session agenda items. All District staff were excused from the closed session meeting, with the exception of Manager Moody, at 2:10 p.m. The regular meeting reconvened at 2:35 p.m., with no reportable action.

#### **J. ADJOURNMENT**

President McGurk adjourned the meeting at 2:36 p.m.

Respectfully submitted,

Scot A. Moody  
Secretary of the Board

tbc

**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
January 17, 2017**

Vendor name	District Fund #	Account #	Description	Amount	Invoice No.
24 US Bank Corp. Payment Systems	70	10-5104-0	December 2016 travel exp.	36.51	Scot9597-122216a
25 US Bank Corp. Payment Systems	70	10-5104-0	Travel exp 2016 ACWA Fall conference-Watkins	1,358.91	Watkins0203-122216
26 US Bank Corp. Payment Systems	70	10-5104-0	Travel exp 2016 ACWA Fall conference-Sanguinetti	186.76	Saunguin0286-122216
27 US Bank Corp. Payment Systems	70	10-5127-0	December 2016 meeting exp.	91.68	MDJ1784-122216a
28 US Bank Corp. Payment Systems	70	10-5104-0	December 2016 travel exp	16.57	MDJ1784-122216b
29 US Bank Corp. Payment Systems	70	10-5104-0	Travel exp 2016 ACWA Fall conference-Moody	1,900.50	Scot9597-122216b
30 US Bank Corp. Payment Systems	70	10-5104-0	Travel exp 2016 ACWA Fall conference-McGurk	992.11	McGurk0195-122216
31 Verve Networks	70	10-5140-0	Managed IT Service monthly billing for February 2017	3,450.50	11399
			<b>ADMIN FUND 70 TOTAL</b>	<b>\$ 66,972.41</b>	

*Lucy*

THIS PAGE  
INTENTIONALLY  
LEFT BLANK

**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
January 17, 2017**

Vendor name	District Fund#	Account #	Description	Amount	Invoice No.
			<b>WATER SUPPLY FUND 71</b>		
1 ACWA Joint Powers Insurance Authority	71	10-5057-0	4th qtr 2016 worker's comp EMP-WS-NH	4,511.82	4th qtr 2016-EMP
2 ACWA Joint Powers Insurance Authority	71	10-5048-0	4th qtr 2016 worker's comp EMP-WS-NH	11,316.47	4th qtr 2016-EMP
3 ACWA/JPIA (Health Benefits)	71	10-5047-0	Feb 2017 medical, dental, vision & life ins-WS-NM	15,442.60	February 2017
4 ACWA/JPIA (Health Benefits)	71	10-5050-0	Feb 2017 retired medical-WS-NM	6,220.75	February 2017
5 ACWA/JPIA (Health Benefits)	71	10-5050-0	Feb 2017 cobra medical-WS-NM	2,380.93	February 2017
6 ACWA/JPIA (Health Benefits)	71	10-5056-0	Feb 2017 medical, dental, vision & life ins-WS-NH	5,174.22	February 2017
7 Central Valley Rentals	71	10-5215-0	Rental equipment for Fogerty property fence repairs	599.50	R19337
8 Fastenal Company	71	10-5205-0	Anchors for Pezzi Dam	319.38	CASTC112375
9 Fastenal Company	71	10-5205-0	Fasteners for Pezzi Dam	26.71	CASTC112425
10 G&K Services, Inc.	71	10-5213-0	12/29/16 & 01/05/17 weekly laundry service-WS-NM	108.72	1057355297/8205
11 PG&E 0530302291-6	71	10-5213-0	Electricity charges- Birdcage trash rack 12/01/16-12/29/16	19.06	05303022916-12/30/16
12 PG&E 6722855250-0	71	10-5202-0	Electricity charges Mosher Slough Headwork 1123/16-12/22/16	11.79	67228552500-12/23/16
13 Placer Title Company	71	10-5213-0	Preliminary Title report fees for LFC boundaries	1,200.00	58134/57979
14 San Joaquin County Sheriff-Coroner	71	10-5217-0	Sept 2016 AWP temporary labor LFC	2,305.00	09/30/16 statement
15 Standard Insurance Co	71	10-5047-0	January 2017 long term insurance-WS-NM	221.36	January 2017
16 Standard Insurance Co	71	10-5056-0	January 2017 long term insurance-WS-NH	66.47	January 2017
17 Stockton Scavengers	71	10-5202-0	Dec 2016 garbage service @ Escallon/Bellota Road	104.80	2622955-0051-2
			<b>WATER SUPPLY FUND 71 TOTAL</b>	<b>\$ 50,029.58</b>	



THIS PAGE  
INTENTIONALLY  
LEFT BLANK

**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
January 17, 2017**

Vendor name	District Fund #	Account #	Description	Amount	Invoice No.
			<b>VEHICLE FUND 91</b>		
1 Autozone Stores Inc.	91	10-5182-0	Carwash soap for general vehicle use	14.30	4036162302
2 Autozone Stores Inc.	91	10-5182-0	Fuse fittings for Unit #16 lights	109.71	4036164000/7250
3 Big Valley Ford	91	10-5182-0	Trailer kit for Unit #16	180.96	469878FOW
4 Big Valley Ford	91	10-5182-0	Replacement side mirror for Unit #67	641.73	469697FOW
5 California Custom Power Sports	91	10-5182-0	Supplies to service Polaris carts	64.79	40975
6 Capital Rubber Co., Ltd.	91	10-5182-0	Repair hose to fill water tank trailer	20.97	5119325
7 Clutch and Brake Xchange, Inc.	91	10-5182-0	Wheel chocks for vehicles	55.25	607816/CM608062
8 Pape Kenworth	91	10-5182-0	Filter for inventory	38.78	8598553
9 Stockton Auto Glass	91	10-5182-0	Replacement windshield for Unit #69	425.00	ISTK032681
			<b>VEHICLE FUND 91 TOTAL</b>	<b>\$ 1,551.49</b>	

*lwp*

THIS PAGE  
INTENTIONALLY  
LEFT BLANK

**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
January 17, 2017**

Vendor name	District	Account #	Description	Amount	Invoice No.
	Fund#		<b>MUNICIPAL &amp; INDUSTRIAL FUND 94</b>		
1 ACWA Joint Powers Insurance Authority	94	10-5048-0	4th qtr 2016 worker's compensation insurance-AWP	532.00	4th qtr 2016-AWP
2 ACWA Joint Powers Insurance Authority	94	10-5048-0	4th qtr 2016 worker's comp EMP-M&I	27,541.35	4th qtr 2016-EMP
3 ACWA/JPIA (Health Benefits)	94	10-5047-0	Feb 2017 medical, dental, vision & life ins-M&I	44,048.49	February 2017
4 ACWA/JPIA (Health Benefits)	94	10-5050-0	Feb 2017 retired medical-M&I	9,948.33	February 2017
5 ACWA/JPIA (Health Benefits)	94	10-5050-0	Feb 2017 cobra medical-M&I	1,443.54	February 2017
6 American Sign Products	94	10-5326-0	New decals for Admin doors	99.36	16518
7 Autozone Stores Inc.	94	10-5344-0	Cleaner/degreaser for inventory	16.19	4036162302
8 Cal Chem Enterprises	94	10-5301-0	PACL delivery on 12/15/16 to 01/3/17	65,323.28	13173/26/49/099
9 California Welding Supply Co.	94	10-5307-0	Nitrogen for TOC analyzer	18.03	738134
10 Fastenal Company	94	10-5344-0	Fasteners for shop stock	10.59	CASTC112426
11 FGL Environmental	94	10-5308-0	TOC monitoring sampled on 12/05/16	166.00	654833A
12 FGL Environmental	94	10-5308-0	SUVA monitoring sampled on 12/05/16	230.00	654834A
13 FGL Environmental	94	10-5308-0	Alkalinity & Nitrate monitoring sampled on 12/27/16	20.00	65834A
14 G&K Services, Inc.	94	10-5342-0	12/29/16 & 01/05/17 weekly laundry services-M&I	309.40	1057355297/8205
15 Grainger, Inc.	94	10-5343-0	Casters to repair shop vacuum	7.43	9296172795
16 Guntert Steel Co Inc.	94	10-5321-0	Supplies for modification to DB-1	367.94	38873
17 Hach Company	94	10-5307-0	Sample cells for new turbidimeter	192.90	10248770
18 Hardin Animal Hospital	94	10-5323-0	Medical expenses for security dog	346.72	85848
19 HIXCO	94	10-5344-0	Fasteners for shop stock	36.31	325864
20 Idexx Distribution Corp.	94	10-5307-0	Colliert Bacti supplies ordered on 12/20/16	672.22	3010577830/831
21 JCI Jones Chemicals, Inc	94	10-5301-0	Chlorine delivery of 12/15/16	4,288.20	708739
22 Mars Burnside Engineering	94	10-5322-0	1st billing MCC 4M Construction Mngt, consultation & Arc Flash Study	20,789.92	01205
23 McLunkin Redman Corp Global US	94	10-5321-0	Kit to repair master backwash valve electric actuator	2,315.60	3368825001
24 MSC Industrial Supply Co	94	10-5344-0	Hand wash solution for inventory	41.99	48032717

**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
January 17, 2017**

Vendor name	District Fund#	Account #	Description	Amount	Invoice No.
25 Northstar Chemical	94	10-5301-0	ACH delivery of 12/13/16-12/22/16	34,276.00	96496/142
26 Pacific Metro Electric Inc	94	10-5322-0	2nd billing MCC 4M System & ATS Replacement thru 12/20/16	30,960.00	7805
27 Platt Electric Supply Inc.	94	10-5321-0	Data port covers for inventory	9.83	Z095734
28 Platt Electric Supply Inc.	94	10-5321-0	Magnetic contacts for entry alarms on FWR2	98.07	K907649
29 San Joaquin County Sheriff-Coroner	94	10-5324-0	Sept 2016 AWP temporary labor WTP	1,170.00	09/30/16 statement
30 Standard Insurance Co	94	10-5047-0	January 2017 long term insurance-M&I	940.75	January 2017
31 Stockton Scavengers	94	10-5304-0	Jan 2017 garbage service @6767 East Main St	633.05	2622204-0051-5
32 Univar USA Inc.	94	10-5301-0	Caustic soda deliveries of 01/3/17	5,848.98	SJ792509/SJ792514
33 US Bank Corp. Trust Services	94	10-5423-0	Feb 2017 monthly interest payment COP-97 Ser A-95444590	21,434.20	Feb2017int-95444590
34 US Bank Corp. Trust Services	94	10-5423-0	Feb 2017 monthly principal payment COP-97 Ser A-95444590	58,750.00	Feb2017prin-95444590
35 VWR International LLC	94	10-5308-0	Laboratory supplies ordered on 12/19/16-12/20/16	322.37	8047120796/27547
			<b>MUNICIPAL &amp; INDUSTRIAL FUND 94 TOTAL</b>	<b>\$ 333,209.04</b>	



**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
January 17, 2017**

<b>Fund Number</b>	<b>Fund Summary</b>	<b>AP Amount</b>
Fund 68	Municipal & Industrial GW Fund	952.83
Fund 70	Administration Fund	66,972.41
Fund 71	Water Supply Fund	50,029.58
Fund 91	Vehicle Fund	1,551.49
Fund 94	Municipal & Industrial Fund	333,209.04
	<b>TOTAL FUND SUMMARY</b>	<b>\$ 452,715.35</b>

*Handwritten signature*



THIS PAGE  
INTENTIONALLY  
LEFT BLANK

Short Names/Acronym List

ACH	Aluminum Chlorohydrate
ACWA	Association of California Water Agencies
Admin	Administration
Ads	Advertisement
AF	Acre Feet
AG	Agriculture
AR	Accounts Receivable
AWP	Alternative Work Program
CEQA	California Environmental Quality Act
Chgs	Charges
CM	Construction Management
COP	Certificate of Participation
CSDA	California Special District Authority
CSJWCD	Central San Joaquin Water Conservation District
CVPWA	Central Valley Project Water Association
CWS	California Water Services Company
DB	Distribution Box
DDTS	Direct Distance Telephone Service
DL	Direct Line
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
Misc.	Miscellaneous
mtg	Meeting
NH-	New Hogan
NM	New Melones
NH3-N	Ammonia
NMCF	New Melones Conveyance Facility
OBA	Oxygen Breathing Apparatus
PACL	Poly Aluminum Chloride
PM	Preventive Maintenance
Prof	Professional
PVC	Polyvinyl Chloride
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
WQMS	Water Quality Monitoring System
WS	Water Supply
WTP	Water Treatment Plant

THIS PAGE  
INTENTIONALLY  
LEFT BLANK

Asset Name	Classification Name
<b>VEHICLES</b>	
UNIT 16 2003 FORD 450 -- DIESEL	HEAVY TRUCK
UNIT 25 2002 DODGE CARAVAN	AUTOMOBILE
UNIT 26 1990 INTERNATIONAL DUMP TRUCK	HEAVY TRUCK
UNIT 31 1998 FREIGHTLINER BOOM TRUCK 15 TON	HEAVY TRUCK
UNIT 36 2004 CHEVY PICKUP 2500HD SILVERADO - AC	PICKUP TRUCK
UNIT 37-2004 JEEP GRAND CHEROKEE LAREDO	AUTOMOBILE
UNIT 39 2007 CHEVY PICKUP 4X41500 EXTCAB	PICKUP TRUCK
UNIT 45 2008 FORD F650 FLATBED TRUCK (Diesel)	HEAVY TRUCK
UNIT 47 2008 CHEVY PICKUP SILVERADO 2500 4X4	PICKUP TRUCK
UNIT 48 2008 Chevy Kodiak C4500 (Diesel)	HEAVY TRUCK
UNIT 49 2009 Edge AWD - Ltd	AUTOMOBILE
UNIT 53 2011 KENWORTH T300 DUMP TRUCK (Diesel)	HEAVY TRUCK
UNIT 54 2010 FORD F150 PICKUP	PICKUP TRUCK
UNIT 55 2010 FORD F150 PICKUP	PICKUP TRUCK
UNIT 56 2010 FORD F450 TRUCK	HEAVY 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 - AI	PICKUP TRUCK
UNIT 67 2015 FORD F250 S-DUTY 4WD - PC	PICKUP TRUCK
UNIT 69 2015 Ford F150 4x4 SUPERCREW PICKUP	PICKUP TRUCK
UNIT 70 2016 CAT FORKLIFT	FORKLIFT
<b>HEAVY EQUIPMENT</b>	
DIVE BOAT	UTILITY VEHICLE
BOAT TRAILER	TRAILER
ALLIS-CHALMERS DISC	HEAVY EQUIPMENT ACCESSORY
Genie GS 1930 Scissor Lift	HEAVY EQUIPMENT
PAK FLAIL MOWER (ORANGE)	HEAVY EQUIPMENT ACCESSORY
ALAMO ARTICULATE MOWER ATTACHMENT	HEAVY EQUIPMENT ACCESSORY
LANDPRIDE RCR2596 ROTARY MOWER	HEAVY EQUIPMENT ACCESSORY
MOWER-WALKER	TRACTOR
UNIT 29 CATERPILLAR BACKHOE	HEAVY EQUIPMENT
UNIT 30 BIG TEX EQUIPMENT TRAILER /25,900GVWR	TRAILER
UNIT 34 2000 CARTAWAY TANK TRAILER /6000GVW	TRAILER
UNIT 38 JOHN DEERE 6420 TRACTOR	TRACTOR
UNIT 41 CASE TRACTOR 570MXT Turbo	TRACTOR
UNIT 43 2007 WELLS CARGO TRAILER model TW122 6x12	TRAILER
UNIT 44 1996 GENIE LIFT TZ-34/20 Towable Knuckleboom (Used)	TRAILER
UNIT 50 6 DIESEL PUMP	TRAILER
UNIT 51 12 DIESEL PUMP	TRAILER
UNIT 52 KABOTA TRACTOR	TRACTOR
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
UNIT 68 2015 WELDING TRAILER	TRAILER

THIS PAGE  
INTENTIONALLY  
LEFT BLANK



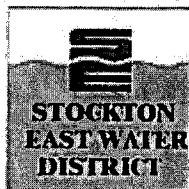
# Pezzi Dam Rehabilitation

Board of Directors' Meeting  
January 17, 2017



THIS PAGE  
INTENTIONALLY  
LEFT BLANK

Date: 01/17/17



Stockton East Water District

6767 East Main Street

Stockton, CA 95215

## PURCHASE ORDER

Purchase Order No. 23971

Vendor ID 10602

12/16/2016 Page 1

## VENDOR

Martech

142 N. Cluff Avenue

Lodi, CA 95240

## SHIP TO

Stockton East Water District

6767 East Main Street

Stockton, CA 95215

Attention:

Phone: 209-333-8478

Fax: 209-333-8479

Attention: John Vernier

Ship Via	FOB	Terms	PO Date	Buyer
		Net 30	12/16/2016	John Vernier
			Department	Confirm To
			Maintenance	Pre-approval

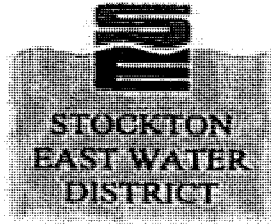
Requested by

Supervisor Approval

Line No.	Product ID	Vendor Part Number	Required	Unit	Quantity	Extended Price
Description			Promised	Unit Price		
1	10-5321-0 Fund 94		12/16/2016	Each	1	\$8,924.00
	General Maintenance		12/16/2016	\$8,924.000		
	Labor and Equipment					
Total						\$8,924.00

Estimate of labor and crane to remove, clean actuator and install rebuild kit, and re-install the actuator of P-28 Ball Check Valve. Actual costs to be on T&M basis. Actual cost billed will likely be less. Pre Approval

  
Authorized Signature



## Purchase Order 3923

 Maintenance  
 Printed 12/16/2016 - 1:59 PM

## To:

**Martech**  
 142 North Cluff Avenue  
 Lodi, CA 95240  
  
 Phone: (209) 333-8478  
 Fax: (209) 333-8479

## Ship To:

**Stockton East Water Dist**  
 Attn: John Vernier  
 6767 East Main Street  
 Stockton, CA 95215  
  
 Phone: (209) 948-0333  
 Fax: 209-948-0423

 Purchasing Agent: Cahoon, Andrea  
 Requested: 12/16/2016 11:20:39  
 AM by Vernier, John

 Repair Center: Maintenance  
 Department:

 Payment Terms: Net 30 Days  
 Ship Via: Deliver  
 Freight Terms:  
 F.O.B:

#	Order Qty	Issue Qty	Description	Vendor Item #	Account	Stockroom / Bin	Unit Price	Line Total
1	1	1	Labor (1919)	Labor	GENERAL MAINT (10-5321-0)	(Directly Issued for M-12840)	\$ 8,924.00	\$ 8,924.00
2	1	1	Estimate of labor and crane to remove, clean actuator and install rebuild kit, and re-install the actuator of P-28 Ball Check Valve. Actual costs to be on T&M basis. Actual cost billed will likely be less. Pre Approval Note: At least two of our 3 Ball Check Valve actuators are severely leaking. This should be treated as an emergency repair.			(Directly Issued)	\$ 0.00	\$ 0.00

## Bill To:

 Stockton East Water Dist  
 P.O. Box 5157  
 Stockton, California 95205

 Phone: (209) 948-0333  
 Fax: 209-948-0423

 Subtotal: \$ 8,924.00  
 Tax: \$ 0.00

Total: \$ 8,924.00

*Pac-approved*  
acc # 10-5321-D  
Asset: P-28 PCBV  
w/d 71-12840

3923 *gv*

Q7452

Stockton East Water District.  
6767 East Main Street  
P.O. Box 5157  
Stockton, CA. 95205-0157

DIR # 1000002143

Attn: John Vernier

Subject: Remove, repair, and install actuator on 600hp pump discharge valve

**Mar Tech**

**Field Work Scope:**

- Perform LOTO on pump/motor above.
- Open roof hatch for crane access.
- Rig actuator to crane.
- Unbolt actuator and hoist it out of the building.
- Close roof hatch.
- Clean up and remove LOTO.

**Mechanical  
Analysis /  
Repair, Inc.**

**Shop Work Scope:**

- Disassemble actuator.
- Measure bearing fits.
- Clean and prep parts.
- Assemble with customer supplied repair kit.

**Martech to Supply:**

- All Labor.
- Tooling to perform the job.
- Crane

**SEWD to Supply:**

- LOTO for pump/motor.
- Clear access to area.
- All electrical disconnections needed to remove actuator.
- All parts to repair actuator.

The week of 12-19-16 looks good to perform this job but, please call so we can set a hard date for removal.

**Removal Estimated Cost**

**\$3,787.00**

142 North Cluff Avenue, Lodi CA 95240 Tel: 209.333.8478 Fax 209.333.8479

email: [maritech@mar-tech.com](mailto:maritech@mar-tech.com)

website: [www.maritech.com](http://www.maritech.com)

Contractor License: 684442

Disassembly, Repair, Assembly Estimated Cost      \$1,350.00

Installation Estimated Cost      \$3,787.00

**Total Estimated Cost      \$8,924.00 + any applicable tax**

**Note: This is a T&M estimate, actual hours will be billed.**

If machine work is needed after inspection, we will quote and wait for SEWD approval.

Thank you for the opportunity to quote you on this project, if you have any questions please call.

Sincerely,

Scott Ehlers  
Martech Field Manager  
209-333-8478 office  
209-327-9905 cell



**EASTERN SAN JOAQUIN REGION  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT WORK GROUP**

---

**MEETING NOTICE  
SGMA WORK GROUP**

**Wednesday, January 11, 2017  
10:00 a.m. – 12:00 p.m.**

**San Joaquin County – Robert J. Cabral Agricultural Center  
2101 E. Earhart Avenue – Assembly Room #1, Stockton, California**

**Pledge of Allegiance & Introductions**

**Safety Announcement**

**Approval of Minutes for the Meeting of December 14, 2016**

**SCHEDULED ITEMS**

**I. Discussion:**

- a. SGMA Activities and Roadmap Discussion
- b. GSA Mapping and Formation Update
- c. Presentation of Final Draft JPA
- d. Summary of Action Items

**Public Comment:**

**Next Regular Meeting  
February 8, 2017, at 10:00 a.m.**

**San Joaquin County - Robert J. Cabral Agricultural Center  
2101 E. Earhart Ave., Assembly Rm. #1, Stockton, California**

**Action may be taken on any item**

*Agendas and Minutes may also be found at <http://www.gbawater.org>  
Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact  
San Joaquin County Public Works Water Resources Staff at (209) 468-3089 at least 48 hours prior to the start of the meeting.*

## JOINT EXERCISE OF POWERS AGREEMENT

## ESTABLISHING THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

THIS AGREEMENT is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017<sup>6</sup> (“**Effective Date**”), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.* (“**JPA Act**”) by and among the entities listed in **Exhibit A** attached hereto and incorporated herein (collectively “**Members**”).

## RECITALS

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act”. Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015.

B. Each of the Members overlies the San Joaquin Valley Groundwater Basin, Eastern San Joaquin Subbasin, California Department of Water Resources Basin No. 5-22.01 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

C. Each of the Members is either (i) a Groundwater Sustainability Agency (“**GSA**”) duly established in accordance with SGMA, or (ii) a “local agency” as defined in Water Code Section 10721(n) that intends to become or participate in a GSA established on or before June 30, 2017.

D. The Members desire, through this Agreement, to form a public entity to be known as the Eastern San Joaquin Groundwater Authority (“**Authority**”) for the purpose of coordinating the various GSAs’ management of the Basin, in accordance with SGMA. The boundaries of the Authority are depicted on the map attached hereto as **Exhibit BA**.

E. The mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to insure initial and ongoing SGMA compliance within the Basin.

F. The Members agree that the Authority itself is not initially intended to be a GSA but the Members may elect GSA status for the Authority in their discretion at a future time as further provided herein.

**THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:**

## ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. **“Agreement”** shall mean this Joint Exercise of Powers Agreement Establishing the Eastern San Joaquin Groundwater Authority.

b. **“Authority”** shall mean the Eastern San Joaquin Groundwater Authority formed by this Agreement.

c. **“Basin”** shall mean the San Joaquin Valley Groundwater Basin, Eastern San Joaquin Subbasin, California Department of Water Resources Basin No. 5-22.01 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

d. **“Board of Directors”** or **“Board”** shall mean the governing body formed to implement this Agreement as established herein.

e. **“Coordination Agreement”** shall mean a legal agreement adopted between two or more GSAs that provides the basis for intra-basin coordination of the GSPs of multiple GSAs within a basin pursuant to SGMA.

f. **“Dedicated Revenue Stream”** shall mean a revenue stream dedicated to Authority activities that has been adopted by a Member or Members in the form of an assessment or charge in accordance with applicable law.

g. **“DWR”** shall mean the California Department of Water Resources.

h. **“Effective Date”** shall be as set forth in the Preamble.

i. **“Groundwater Sustainability Agency”** or **“GSA”** shall mean an agency enabled by SGMA to regulate a portion of the Subbasin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.

j. **“Groundwater Sustainability Plan”** or **“GSP”** shall have the definition set forth in SGMA.

k. **“GSA Boundary”** shall mean those lands located within the Member boundaries that overlie the Subbasin and are depicted in **EXHIBIT BA**.

l. **“JPA Act”** shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.*

m. **“Management Area”** shall mean the area within the boundaries of a Member or group of Members to be managed by that Member or group of Members under any GSP adopted by the Authority.

n. **“Member”** shall mean any of the signatories to this Agreement and **“Members”** shall mean all of the signatories to this Agreement.



o. “Other Basin Agencies” shall mean all other governmental agencies whose jurisdictions include the land overlying the Basin or whose jurisdictions include some governmental authority over the Basin who are not Members.

p. “SGMA” shall mean the ~~California Sustainable~~ Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

## ARTICLE 2: KEY PRINCIPLES

2.1 The Members intend to work together in mutual cooperation to develop a GSP in compliance with SGMA, for the sustainable management of groundwater for that portion of the Basin underlying the Members of the Authority.

2.2 The Members intend to mutually cooperate to the extent possible to jointly implement the GSP within the Basin.

2.3 To the extent the Members are not successful at jointly implementing the GSP within the Basin, or to the extent that any Member wishes to implement the GSP within its boundaries, the Authority intends to allow any individual Member to implement the GSP within its boundaries, and to work together with all Members to coordinate such implementation in accordance with the requirements of SGMA.

2.4 The Members intend that the Authority will represent the Members in discussions with Other Basin Agencies, and shall enter into Coordination Agreements with those that form GSAs as required by SGMA to achieve an integrated, comprehensive Basin-wide GSP that satisfies SGMA as to sustainable groundwater management for the entire Basin.

2.5 Each Member will retain the right to determine, in its sole discretion, whether to (i) become a GSA, or (ii) join in a GSA that is a Member of the Authority. However, if a Member fails to take action, on or before June 30, 2017, to (i) become a GSA, or (ii) join in a GSA that is a Member of the Authority, that Member shall be terminated from participation in the Authority and this Agreement in accordance with Article 6.3.

2.6 The Members expressly intend that the Authority will not have the authority to limit or interfere with the respective Members’ rights and authorities over their own internal matters, including, but not limited to, a Member’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. The Members make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

2.7 Nothing in this Agreement is intended to modify or limit Members’ police powers, land use authorities, or any other authority.

2.8 The Members further intend through this Agreement to cooperate to obtain consulting, administrative and management services needed to efficiently develop a GSP, to conduct outreach to Other Basin Agencies and private parties, and to identify mechanisms for the management and funding commitments reasonably anticipated to be necessary for the purposes of this Agreement.

2.9 The Members acknowledge and agree that SGMA is new and complex legislation, with implementing regulations continuing to be developed by DWR. While this Agreement reflects the Members' initial approach to SGMA compliance, a great deal of data needed for implementation is unknown, necessary models are still in development, the Members may have changes in political boundaries or gain experience in the application of SGMA or discover other considerations that may affect the decision of a Member on how to best comply with SGMA within its own and its Management Area boundaries. DWR has acknowledged the need for entities to change their decisions about participating in or becoming a GSA, and it is the intent of the Members to support flexibility in admitting additional Members, accommodating voluntary withdrawals, coordinating with other multi-agency or individual GSAs, changing the form of their organizational documents, for example, or creating an independent agency through a Joint Powers Agreement, and making other types of adjustments required by the Members to achieve efficient compliance with SGMA, consistent with the schedule and requirements of SGMA for coordination throughout the Basin and the provisions of this Agreement.

2.10 Each Member acknowledges that SGMA requires that multiple GSAs within a ~~given~~ Bulletin 118 groundwater basin designated as high- or medium-priority must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire subbasin must ~~be implementing a GSP~~ be managed under one or more GSPs or an alternative in lieu of a GSP for the basin to be deemed in compliance with SGMA.

### ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a public agency (as defined in Government Code Section 6500 et seq.) that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title I of the Government Code, commencing with Section 6500.

3.3 **Formation of Authority.** Pursuant to the JPA Act, the Members hereby form and establish a public entity to be known as the Eastern San Joaquin Groundwater Authority which will function in accordance with this Agreement. The Authority will be a public entity separate from the Members to this Agreement. The Authority shall comply with all provisions of the JPA Act and shall be responsible for administration of this Agreement.

3.4 **Purpose of the Authority.** The purposes of this Authority are to:

- a. provide for coordination among the Members to develop and implement a GSP and/or facilitate a coordination agreement, to the extent necessary;
- b. provide for the joint exercise of powers common to each of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);
- c. cooperatively carry out the purposes of SGMA;
- d. develop, adopt and implement a legally sufficient GSP covering those portions of the Basin that are within the jurisdictional boundaries of the Members, subject to the limitations set forth in this Agreement; and
- e. satisfy the requirements of SGMA for coordination among GSAs.

**3.5 Powers of the Authority.** To the extent authorized by the Members through the Board of Directors, and subject to the limitations set forth in this Agreement and the limitations of all applicable laws, the Authority shall have and may exercise any and all powers commonly held by the Members in pursuit of the Authority's purpose, as described in Article 3.4 of this Agreement, including but not limited to the power:

- a. To coordinate the implementation of SGMA among the Members in accordance with this Agreement;
- b. To coordinate the exercise of common powers of its Members including, without limitation, powers conferred to the Members by SGMA;
- c. To adopt rules, regulations, policies, bylaws and procedures related to the coordination of the Members for purposes of implementation of SGMA;
- d. To perform all acts necessary or proper to carry out fully the purposes of this Agreement; and to exercise all other powers necessary and incidental to the implementation of the powers set forth herein; and
- e. To borrow funds so long as a Dedicated Revenue Stream is committed by one or more Members for repayment.

**3.6 Powers Reserved to Members.** Each of the Members (or groups of Members) will have the sole and absolute right, in its sole discretion, to:

- a. Become a GSA individually or collectively within the Member's boundaries or the Management Area managed in whole or in part by such Member;
- b. Approve ~~the any~~ portion, section or chapter of the GSP adopted by the Authority as applicable within the Member's boundaries or the Management Area managed in whole or in part by such Member or GSA of which it is a part;
- c. At each individual Members' election, acting through GSAs established by Members, implement SGMA and the GSP adopted by the Authority within the Member's

**DRAFT JPA**

**County Draft – ~~January~~ December 10~~9~~12, 2017~~6~~**

boundaries or the Management Area managed in whole or in part by such Member, provided that any Member may elect, in its sole discretion, to ~~have authorize~~ the Authority to implement SGMA and the GSP ~~or to implement any discrete element or elements of SGMA or the GSP within the Member's boundaries. If a Member elects to authorize the Authority to implement SGMA and the GSP or any discrete element or elements of SGMA or the GSP within the Member's boundaries or the Management Area managed in whole or in part by such Member, the Authority shall~~<sup>[MJ1]</sup> be obligated to accomplish such designated implementation of SGMA and the GSP sufficiently and in accord with all applicable laws, regulations and policies, provided the Authority determines that sufficient financial mechanisms are in place to fund Authority's activities within the Member's boundaries, ~~and to the satisfaction of the Member.~~<sup>[BF2]</sup>

d. Notwithstanding anything to the contrary in this Agreement, the Authority shall not undertake any activities within the geographic or service area boundaries of any of its Members pursuant to the GSP developed or adopted hereunder, ~~including the imposition of fees or assessments or the restriction or regulation of groundwater extractions or surface waters, unless the Member has formally and expressly consented and agreed in writing to the activity proposed;~~ and

e. Exercise the powers, without limitation, conferred to a GSA by SGMA.

3.7 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 6.5 of this Agreement.

3.8 **Boundaries of the Authority.** The geographic boundaries of the Authority and that portion of the Basin that will be managed by the Authority pursuant to SGMA are depicted in **EXHIBIT BA.**

3.9 **Role of Member Agencies.** Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement. The support of each Member is required for the success of the Authority. This support will involve the following types of actions:

a. The Members will provide support to the Board of Directors and any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.

b. Policy support shall be provided by the Members to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, fare structures, and other policy areas.

c. Each Member shall contribute its share of capital and operational fund allocations, as established by the Board of Directors in the annual budget, as approved by the Board of Directors.

d. Contributions of public funds and of personnel, services, equipment or property may be made to the Authority by any Member for any of the purposes of this Agreement provided that no repayment will be made for such contributions.

3.10 **Other Officers and Employees.** The Members do not anticipate that the Authority will have any employees. However, the Authority may do the following:

a. Provide that any employee of a Member, with the express approval of that Member, may be an *ex officio* employee of the Authority, and shall perform, unless otherwise provided by the Board, the same various duties for the Authority as for his or her other employer in order to carry out this Agreement.

b. The Board shall have the power to employ competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

#### ARTICLE 4: GOVERNANCE

4.1 **Board of Directors.** The business of the Authority will be conducted by a Board of Directors that is hereby established and that shall be initially composed of one primary representative appointed by each Member provided, however, that in the event multiple entities establish a single GSA pursuant to a separate agreement, the GSA so established will ~~thereafter~~ havethereafter have one representative on the Board of Directors and the vote of the GSA will be exercised in accordance with the separate agreement. Without amending this Agreement, the composition of the Board of Directors shall be altered from time to time to reflect the withdrawal of any Member, the admission of a Member or the establishment of a GSA comprised of multiple Members. Members of the Board of Directors are not required to be members of the governing board of the appointing Member; however, it is the strong preference of the Members ~~that~~ members ~~that members~~ of the Board of Directors be members of the governing board of the appointing Member. Each Member may designate one alternate to serve in the absence of that Member's primary representative on the Board of Directors. -Such alternate need not be a member of the governing board of the Member. All primary members of the Board of Directors and all alternates shall file a Statement of Economic Interests (FPFC Form 700). Each Member shall notify the Authority in writing of its designated primary and ~~alternate representatives~~ alternate representatives on the Board of Directors.

4.2 **Term of Directors.** Each member of the Authority Board of Directors will serve until replaced by the appointing Member.

4.3 **Officers.** The Board of Directors shall elect a chairperson, a vice chairperson, a secretary and a treasurer. The chairperson and vice-chairperson shall be directors of the Board and the secretary and treasurer may, but need not, be directors of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board. The treasurer shall meet the qualifications set out in Government Code Ssection 6505.5 as a depository of funds for the Authority. The secretary shall prepare and maintain minutes of all meetings of the Board of Directors.

4.4 **Powers and Limitations.** All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members as set forth in this Agreement.

4.5 **Quorum.** A majority of the members of the Board of Directors will constitute a quorum.

4.6 **Voting.** Except as to actions identified in Article 4.7, the Board of Directors will conduct all business by majority vote. Each member of the Board of Directors will have one (1) vote. Prior to voting, the Members shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Members. If any Member strongly objects to a consensus-based decision prior to a vote being cast, the Members shall work in good faith to reasonably resolve such strong objection, and, if the same is not resolved collaboratively, then the matter will proceed to a vote for final resolution under this Section 4.6 or Section 4.7, below, as applicable.

4.7 **~~Supermajority Vote Requirement~~Vote Requirement for Certain Actions.** The following actions will require a two-thirds (2/3) vote by the directors present:

- a. Approval or modification or amendment of the Authority's annual budget;
- b. Decisions related to the levying of taxes, assessments or property-related fees and charges;
- c. Decisions related to the expenditure of funds by the Authority beyond expenditures approved in the Authority's annual budget;
- d. Adoption of rules, regulations, policies, bylaws and procedures related to the function of the Authority;
- e. Decisions related to the establishment of the Members' percentage obligations for payment of the Authority's operating and administrative costs as provided in Article 5.1; ~~and~~
- f. Approval of any contracts over \$250,000 or contracts for terms that exceed ~~183~~ two (2) years;
- g. Setting the amounts of any contributions or fees to be paid to the Authority by any Member;
- h. Decisions regarding the acquisition by any means and the holding, use, sale, letting and disposal of real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and the construction, maintenance, alteration and operation of any and all works or improvements, within or outside the Authority, necessary or proper to carry out any of the purposes of the Authority;
- i. Decisions related to the limitation or curtailment of groundwater pumping;  
~~and~~
- fi. Approval of a GSP.

4.8 **Meetings.** The Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of Government Code of the State of California (the “Ralph M. Brown Act” commencing at Section 54950), and any subsequent amendments of those provisions.

4.9 **By-Laws.** The Board may adopt by-laws to supplement this Agreement. In the event of conflict between this Agreement and the by-laws, the provisions of this Agreement shall govern.

4.10 **Administrator.** The Members hereby designate the County of ~~San~~San Joaquin to serve as administrator of, and keeper of records for, the Authority.

4.11 **Advisory Committees.** The Board of Directors may establish one or more a~~Advisory c~~ommittees, technical committees or other committees for any purpose, including but not limited to the GSP purposes in Water Code Section 10727.8.

## ARTICLE 5: FINANCIAL PROVISIONS

5.1 **Contributions and Expenses:** Members shall share in the general operating and administrative costs of operating the Authority in accordance with percentages determined by the Authority Board of ~~Directors~~of Directors. Each Member will be assessed quarterly, beginning on January 1 of each year. Members shall pay assessments within thirty (30) days of receiving assessment notice from the Treasurer. Each Member will be solely responsible for raising funds for payment of the Member’s share of operating and administrative costs. The obligation of each Member to make payments under the terms and provision of this Agreement is an individual and several obligation and not a joint obligation with those of the other Members. Each Member shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Member shall be the agent or have the right or power to bind any other Member without such Member’s express written consent, except as expressly provided in this Agreement. Contributions of grant funding, state, federal, or county funding may be provided as funding or a portion of funding on behalf of Members.

5.2 **Initial Contributions.** Upon execution of this Agreement, each of the Members shall contribute Five Thousand Dollars (\$5,000.00) to the Authority for initial administrative costs. Such funds may be used in the discretion of the Authority Board of Directors to fund the activities of the Authority including, without limitation, engineering services. The Authority shall provide to the Members, at reasonable intervals, reports detailing how the Initial Contributions are spent.

5.3 **Liability of Board and Officers.** The funds of the Authority may be used to defend, indemnify and hold harmless the Authority, any Director, officer, employee, or agent for actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance including but not limited to directors and officers liability insurance.

5.4 **Repayment of Funds.** No refund or repayment of the initial commitment of funds specified in Article 5.2 will be made to a Member ceasing to be a Member of this Agreement



## DRAFT JPA

County Draft – ~~January~~December ~~109~~12, 2017~~6~~

whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member.

**5.5 Budget.** The Authority's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Board shall adopt a budget. Thereafter, a budget shall be adopted no later than June 30 of the preceding fiscal year. The budget shall be adopted in accordance with Section 4.7 of this Agreement.

**5.6 Alternate Funding Sources.** The Board may obtain State of California or federal grants but shall not create indebtedness without securing a Dedicated Revenue Stream.

**5.7 Depositary.** The Treasurer of the County of San Joaquin shall (i) be the depositary of the Authority, (ii) have custody of all funds of the Authority, and (iii) have the duties and obligations of the Treasurer as set forth in Government Code Sections 6505, 6505.1 and 6505.5. All funds of the Authority shall be held in separate accounts in the name of the Authority and ~~shall~~ not shall not be commingled with funds of any Member or any other person or entity.

**5.8 Accounting.** Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. The books and records of the Authority shall be open to inspection by the Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

**5.9 Auditor.** The Auditor of the County of San Joaquin shall have the duties and obligations as Auditor of the Authority as set forth in Government Code Sections 6505 and 6505.5. The Auditor shall ~~assure~~ensure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a qualified firm to perform an annual audit of the accounts and records of the Authority. Copies of such annual audit reports shall be filed with the State Controller and each Member within six months of the end of the Fiscal Year under examination.

**5.10 Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Authority Board of Directors. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board.

**5.11 Initial Staffing Contributions.** The Authority initially intends to contribute to the goals and objectives identified in this Agreement by utilizing the staff at the Members' own cost to pursue those operations, investigations and programs. It is intended that no indebtedness be created unless funding is secured by a Dedicated Revenue Stream.



**ARTICLE 6: CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION**

**6.1 Changes to Membership.** The Authority Board of Directors will have the authority to (1) approve the addition of new members to the Authority, and (2) remove a Member involuntarily, in accordance with this Article. In the event of the approval of new Members or the involuntary removal of an existing Member, the Members (and any new Members) shall execute an addendum or amendment to this Agreement describing all changes in Members. In the event of the involuntary removal of a Member the removed Member shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

**6.2 Noncompliance.** In the event any Member (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member shall be subject to the provisions for involuntary removal of a Member set forth in of Section 6.3 of this Agreement. Such actions of a Member shall be as determined by the Board of Directors and may include, for example, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to enforce controls as required by the GSP; refusal to implement any necessary actions as outlined by the approved GSP minimum thresholds that are likely to lead to “undesirable results” under SGMA.

**6.3 Involuntary Termination.** The Members acknowledge that SGMA requires that multiple GSAs within a ~~given~~ Bulletin 118 groundwater basins designated as high- or medium-priority must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire Basin must be implementing a GSP managed under one or more GSPs or an alternative in lieu of a GSP for the Basin to be deemed in compliance with SGMA. As a result, upon the determination by the Board of Directors that the actions of a Member (1) fail to comply with the terms of this Agreement, or (2) conflict with or undermine the functioning of the Authority or the preparation and implementation of the requirements of the GSP, the Board of Directors may terminate that Member’s membership in this Authority, provided that prior to any vote to remove a Member involuntarily, all of the Members shall meet and confer regarding all matters related to the proposed removal. The Board of Directors ~~shall~~ may terminate the membership in the Authority of any Member that fails, on or before June 30, 2017, to (i) elect to become a GSA duly established in accordance with SGMA, or (ii) participate, through a joint exercise of powers agreement or other legal agreement, in a GSA duly established in accordance with SGMA. ???

**6.4 Withdrawal of Members.** A Member may, in its sole discretion, unilaterally withdraw from the Authority, effective upon ninety (90) days’ prior written notice to the Authority, provided that (a) the withdrawing Member will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. A withdrawing Member will not be responsible for any obligation or liability that the Member has voted against at a Board meeting, providing that such Member shall give notice of its withdrawal from the Authority as soon after voting against the proposal as is practicable. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell,

lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member. Notwithstanding any other provision of this Agreement, if a Member fails to take action, on or before June 30, 2017, to (i) elect to become a GSA, or (ii) join in a GSA that is a member of the Authority, that Member shall withdraw from the Authority and this Agreement in accordance with this Article 6.4.

**6.5 Termination.** This Agreement and the Authority may be terminated by a majority vote of the Members. However, in the event of termination each of the Members will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. Nothing in this Agreement will prevent the Members from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

**6.6 Disposition of Property Upon Termination.** Upon termination of this Agreement, the assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority, or in the event that there is no successor public entity, to the Members in proportion to the contributions made by each Member. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members in proportion to the any obligation required by Articles 5.1 or 5.6.

**6.7 Rights of Member to Become GSA in Event of Withdrawal or Termination.** Upon withdrawal or involuntary termination of a Member, or termination of this Agreement pursuant to Article 6.5, whether occurring before or after June 30, 2017, the withdrawing or terminated Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event the Authority and its remaining Members (i) shall not object to or interfere with the lands in the withdrawing or terminated Member's boundaries being in a GSA, as designated by the withdrawing or terminated Member or otherwise, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Basin within the boundaries of the withdrawing or terminating Member and so notify the California Department of Water Resources.

**6.8 Use of Data.** Upon withdrawal, any Member shall be entitled to use any data or other information developed by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

## ARTICLE 7: SPECIAL PROJECTS

**7.1** Fewer than all of the Members may enter into a special project agreement to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of only those Members and their Management Areas. Special project agreements must be in writing and documentation must be provided to each of the Members to this Agreement.

**7.2** Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants,

respectively, and not of any other Members to this Agreement not participating in the special project, and the special project expenses shall be paid by the parties to the respective special project agreements.

7.3 Members participating in special project agreements, if conducted by the Authority, shall hold each of the other parties to this Agreement who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members participating in special project agreements shall be the same as specified in Article 5.1 for Members in general, except that they shall be limited to liabilities incurred for the special project.

## ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 **Indemnification.** The Authority shall hold harmless, defend and indemnify the Members, and their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority, or its agents, officers and employees under this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

~~8.18.2~~ **Amendments.** This Agreement may be amended from time to time by a unanimous vote of the Members.

~~8.28.3~~ **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall ~~be~~ consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and Assigns of the Members hereto.

~~8.38.4~~ **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, as follows:

[To be added]

~~8.48.5~~ **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

~~8.58.6~~ **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

**DRAFT JPA**

**County Draft – ~~January~~December ~~10~~12, 2017<sup>6</sup>**

~~8-68.7~~ **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

~~8-78.8~~ **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

~~8-88.9~~ **Construction and Interpretation.** This Agreement has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

~~8-98.10~~ **Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Members.

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

[Signature blocks]

THIS PAGE  
INTENTIONALLY  
LEFT BLANK

<b>Weekly Water Report</b>		
	As of: Jan. 09, 2017	As of: Jan. 16, 2017
<b>New Hogan (NHG) TOC</b>	<b>153,794</b>	<b>AF</b>
Storage:	135,742	AF
Net Storage Change:	+39,358	AF
Inflow:	6,408	CFS
Release:	39	CFS
<b>New Melones (NML) Allocation</b>	<b>0</b>	<b>AF</b>
Storage:	751,478	AF
Net Storage change:	+118,533	AF
Inflow:	23,938	CFS
Release:	29	CFS
<b>Source: CDEC Daily Reports</b>		

<b>Goodwin Diversion (GDW)</b>		
Inflow (Tulloch Dam):	878	CFS
Release to Stanislaus River (S-98):	1,474	CFS
Release to OID (JT Main):	0	CFS
Release to SSJID (SO Main):	0	CFS
Release to SEWD:	<u>0</u>	CFS
Total Release	1,474	CFS
<b>Source: Tri-Dam Operations Daily Report</b>		
<b>Farmington Dam (FRM)</b>		
Diverted to SEWD:	0	CFS
Diverted to CSJWCD:	0	CFS
<b>Source: USACE WCDS Hourly Report</b>		

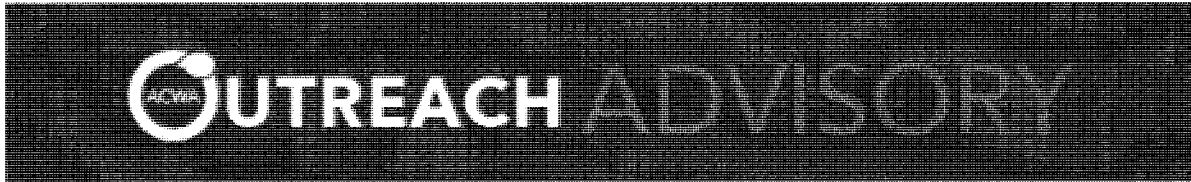
<b>Surface Water Used</b>		
Irrigators on New Hogan:	0	
Irrigators on New Melones:	0	
DJWTP Production:	16	MGD
City of Stockton DWSP Production:	11	MGD

<b>District Ground Water Extraction</b>		
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	<b>0</b>	<b>GPM</b>

THIS PAGE  
INTENTIONALLY  
LEFT BLANK



[Click here to view it in your browser.](#)



**JANUARY 11, 2017**

## **ACWA State Legislative Committee Forms Working Groups on Long-Term Conservation Policy**

### **Groups Will Provide Input on Legislation to Implement Governor's Executive Order**

ACWA's State Legislative Committee has established working groups to review and provide input on legislation anticipated in early 2017 on the Brown Administration's long-term water conservation policy.

The Administration is expected to sponsor legislation to make any statutory changes recommended in the state's final long-term conservation framework scheduled for release on Jan. 20. The framework, released in draft form Nov. 30 by the California Department of Water Resources, the State Water Resources Control Board, the California Public Utilities Commission, the California Department of Food and Agriculture and the California Energy Commission, seeks to redefine conservation for both the urban and agricultural sectors consistent with the governor's May 9 executive order.

ACWA submitted a comment letter signed by 114 urban water suppliers regarding the draft framework on Dec. 19. A separate letter conveying the association's input on the agricultural supplier elements of the draft framework also was submitted.

ACWA's urban and agricultural working groups held an initial organizational meeting on Wednesday, Jan. 11 in the ACWA Board room. The groups will meet every other Thursday from 1:30 to 3:30 p.m. beginning Jan. 26. Conference call lines will be available for all meetings.

ACWA members are encouraged to contact members of the working groups with any comments or input as legislation emerges. Working group member are listed below.

### **Questions?**

ACWA members with questions may contact ACWA Senior Legislative Advocate Whitnie Wiley at



**Ag Conservation Working Group Members**

Thad Bettner, Glenn-Colusa ID  
Kathy Cole, Metropolitan Water District of Southern California  
Ernest Conant, Maricopa WSD  
Dustin Cooper, Richvale ID  
Marlaine Dumaine, East Bay MUD  
Glenn Farrell, San Diego County WA  
Rick Gilmore, Byron Bethany ID  
Mike Hardesty, Reclamation District #2068  
Nick Janes, CV Strategies  
Lauren Layne, Deer Creek SWD  
Jamie Minor, Niemela, Pappas and Associates  
✱ Scot Moody, Stockton East WD ✱  
Valerie Nera, Chamber of Commerce  
Michael Nordstrom, Tulare Lake Basin WSD  
Patrick O'Dowd, Coachella Valley WD  
Anjanette Shadley, Western Canal WD  
Brent Walthall, Kern County WA  
Mary-Ann Warmerdam, RCRC  
Greg Zlotnick, San Juan WD

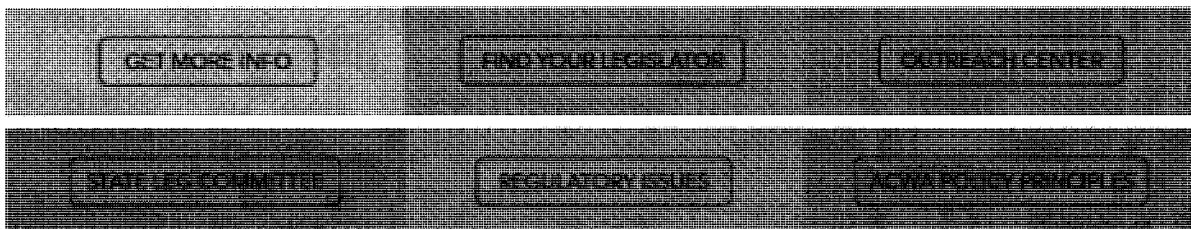
**Urban Conservation Working Group Members**

Antonio Alfaro, Santa Clara Valley WD  
Jennifer Allen, Contra Costa WD  
Gary Arant, Valley Center MWD  
Ryan Bezerra, BKS Law Firm  
Sean Bigley, City of Roseville  
Jennifer Burke, City of Santa Rosa Water  
Kathy Cole, Metropolitan Water District of Southern California  
Christine Compton, Irvine Ranch WD  
Dustin Cooper, Richvale ID  
Patty Cortez, Upper San Gabriel MWD  
Shannon Cotulla, South Tahoe PUD  
Ron Davis, Alameda County WD  
Nicole Dorotinsky, City of Santa Rosa Water  
Ann DuBay, Sonoma County WA  
Marlaine Dumaine, East Bay MUD  
Alicia Dunkin, Orange County WD  
Dave Eggerton, Calaveras County WD  
Glen Farrel, San Diego County WA

Rick Gilmore, Byron Bethany ID  
Eric Grubb, Cucamonga Valley WD  
Paul Helliker, Humboldt Bay MWD  
Carolyn Jensen, KP Public Affairs  
Nick Janes, CV Strategies  
Rosario Kapeller, Pasadena Water and Power  
Noelle Mattock, City of Sacramento  
Jamie Minor, Niemela, Pappas and Associates  
Valerie Nera, Chamber of Commerce  
Kim Ohara, Los Angeles DWP  
Beth Olhasso, West Coast Advisors  
Pilar Oñate Quintana, The Oñate Group  
Jim Peifer, City of Sacramento  
Cathy Pieroni, City of San Diego  
Brian Poulsen, El Dorado ID  
Adam Robin, Regional Water Authority  
Fiona Sanchez, Irvine Ranch WD  
Stacy Taylor, Mesa Water District  
Greg Thomas, Rincon del Diablo MWD  
Rosie Thompson, Metropolitan Water District of Southern California  
Jennifer Williams, East Bay MUD  
John Woodling, Regional Water Authority  
Greg Zlotnick, San Juan WD

ACWA will continue to keep its members apprised of developments related to the long-term conservation framework and potential legislation.

**CONTACT**  
**Whitnie Wiley**  
**Senior Legislative Advocate**  
**(916) 441-4545**



THIS PAGE  
INTENTIONALLY  
LEFT BLANK