



REGULAR BOARD MEETING

JANUARY 24, 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

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 24, 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.

AGENDA

Page No

- | | | |
|-----------|--|----|
| A. | Pledge of Allegiance (Administrative Clerk Curtis) & Roll Call | |
| B. | Consent Calendar (None) | |
| C. | Public Comment (Non-Agenda Items) | |
| D. | Scheduled Presentations and Agenda Items | |
| | 1. Minutes 01/17/17 Regular Meeting | 01 |
| | 2. Warrants – California Public Employees’ Retirement System | 07 |
| | 3. Stockton East Water District – Alum (T2) and Aluminum Chlorohydrate (T6) Tank Project Request for Bid | 09 |
| | 4. Stockton East Water District – Photovoltaic Solar System Project Update – 30% Design | 11 |
| | 5. Notice of Acceptance of Completion – Replacement of the Maintenance Building Roll-up Doors | 17 |
| | 6. Final Draft Joint Exercise of Powers Agreement – Establishing the Eastern San Joaquin Groundwater Authority, 01/12/17 | 19 |
| E. | Committee Reports | |
| | 1. San Joaquin County Flood Control and Water Conservation District Advisory Water Commission Meeting, 01/18/17 | 33 |
| | 2. ACWA State Legislative Committee Meeting, 01/20/17 | 35 |
| | 3. Stockton Area Water Suppliers Meeting, 01/23/17 | 37 |

F. Report of the General Manager

1. Water Supply Report as of 01/16/17

39

2. Information Items

a. Material Included, but Bound Separately from Agenda Packet:

1. California Water Plan eNEWS, Department of Water Resources, 01/18/17
2. Levee Breaks A Sign Of Wetter Times, The Stockton Record, 01/17/17
3. New Melones And Other Reservoirs Filling Up, www.mymotherlode.com, 01/16/17
4. Tri-Dam Project Prepared In Advance Of Storms, The Calaveras Enterprise, 01/16/17
5. State Water Resources Control Board – Notice of Public Scoping Meeting Regarding Statewide Water Quality Standards Variance Policy, 01/23/17
6. Levee Break In White Slough Area, The Stockton Record, 01/15/17
7. Central Valley Farmers Wait For Trump To Turn On The Spigot, www.yahoo.com, 01/15/17
8. New Draft Report From Department Of Water Resources Shows Limited Surface Water Available For Groundwater Recharge, ACWA News, 01/13/17
9. New Melones At 34% Despite Big Pineapple Express, The Manteca Bulletin, 01/13/17
10. When State Water Boards Clash On Lack Of Science And Evidence, www.foxandhoundsdaily.com, 01/13/17
11. Water Infrastructure Bill Is A Landmark Moment For California, ACWA News, 01/12/17
12. Delta Levees Laboring Hard In Storm's Aftermath, The Stockton Record, 01/12/17
13. Storm Surge: Levees Under Patrol As Water Problems In Delta Grow, The Stockton Record, 01/11/17

14. Senator Barrasso: For 8 Years The EPA Has Made Life Hard For Too Many Americans. That's About To Change, www.foxnews.com, 01/17/17

15. Budget Approved, The Linden Herald, 01/05/17

3. Report on General Manager Activities

G. Director Reports

H. Communications

I. Agenda Planning/Upcoming Events

1. San Joaquin Farm Bureau Federation – Water Committee Meeting, 5:30 p.m., 01/24/17
2. AD HOC Technical Review Committee Meeting for the Sustainable Groundwater Management Act Work Group, 2:00 p.m., 01/25/17
3. ACWA Federal Affairs Committee Meeting, 10:00 a.m., 01/27/17
4. San Joaquin Farm Bureau Foundation for Agricultural Education – 26th Annual Wine Tasting Event: *Featuring a* “Taste of San Joaquin County”, 6:00 p.m., 03/16/17 41

J. Report of the Counsel

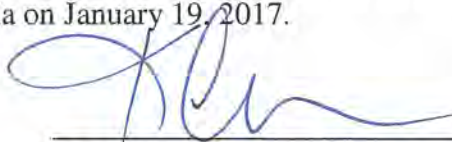
1. Closed Session - Potential Litigation
Government Code 54956.9 (c) – one case

K. Adjournment

Certification of Posting

I hereby certify that on January 19, 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 19, 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.

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THE REGULAR MEETING OF THE BOARD OF DIRECTORS
OF STOCKTON EAST WATER DISTRICT WAS HELD AT THE DISTRICT OFFICE
6767 EAST MAIN STREET, STOCKTON, CA
ON TUESDAY, JANUARY 17, 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., Manager Moody 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 Services Manager Carido, Chief Plant Operator Wellsfry, Senior Water Treatment Plant Operator Elledge, Administrative Clerk Curtis, Consultant Barkett and Legal Counsel Harrigfeld.

B. CONSENT CALENDAR (None)

C. PUBLIC COMMENT (None)

D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS

1. State of California State Water Resources Control Board – Certification for Water Treatment Plant Operation Grade T5 Presentation

Manager Moody presented Senior Water Treatment Plant Operator (WTPO) Elledge with a plaque for achievement in receiving his T5 Water Treatment Operator License. Manager Moody reported the District now has four (4) T5 Operators on staff. Manager Moody reported the District would like to recognize Senior WTPO Elledge for his accomplishment achieving this high license grade.

2. Minutes 01/10/17 Regular Meeting

A motion was moved and seconded to approve the January 10, 2017 Regular Meeting Minutes, as presented.

Roll Call:

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

3. Warrants

- a. Fund 68 – Municipal & Industrial Groundwater Fund
- b. Fund 70 – Administration Fund
- c. Fund 71 – Water Supply Fund
- d. Fund 91 – Vehicle Fund
- e. Fund 94 – Municipal & Industrial Fund
- f. Summary
- g. Short Names/Acronym List
- h. SEWD Vehicles & Heavy Equipment

Manager Moody provided the Board with a handout of the revised Warrants for January 10, 2017, stating there were a couple pages unintentionally omitted from the agenda packet.

Director McGaughey inquired on the expense on page 3, line item 23 for The Parks Group for SEWD office supplies ordered on 12/28/16 in the amount of \$808.03. Administrative Services Manager Carido replied this is the District's printing vendor for envelopes and letterhead. The cost is reflective of ordering new letterhead due to the organization change.

Manager Moody reported on the expense on page 5, line item 13 for Placer Title Company for preliminary title report fees for LFC boundaries in the amount of \$2,305.00, reporting this cost is part of the easement process staff is currently working on.

Manager Moody reported on the expense on page 10, line item 28 for Platt Electric Supply Inc. for magnetic contacts for entry alarms on FWR2 in the amount of \$98.07, reporting the doors in the Administration Building have recently needed magnetic contact upgrades for the alarm system to rectify the constant alarm sounding issue. The Board recommended fixing the alarm system to allow for continued security for the building.

Director Cortopassi inquired on the expense on page 9, line item 22 for Mars Burnside Engineering for 1st billing MCC 4M construction management, consultation and Arc Flash Study in the amount of \$20,789.92. Manager Moody advised the Board approved the contract on June 28, 2016, to rebuild the MCC-4M System that connects the generators to the Operations Building, and an Arc Flash Study. The Arc Flash Study will identify and demarcate Arc Flash hazardous areas and recommend Personal Protective Equipment (PPE) and safety procedures for working in those areas.

A motion was moved and seconded to approve the January 17, 2017 handout of revised Warrants, as presented.

Roll Call:

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

4. Pezzi Dam Rehabilitation Update & Staff Presentation

District Engineer Lee provided the Board with a presentation on the Pezzi Dam Rehabilitation Update. Discussion focused on the issues, efforts and results of the Pezzi Dam Rehabilitation. District Engineer Lee reported this work was completed in-house by the Water Supply department. Staff believes Pezzi Dam was installed ~40-50 years ago, in that time there has been sand intrusion and the steel has corroded. District Engineer Lee reported staff removed 5-6 feet of sand and corroded steel before reconstructing the Dam. District Engineer Lee reported staff epoxy coated new steel; welded plates to center I-beams for wooden board positions; core drilled holes for I-beam bolts and installed steel with anchors into concrete. District Engineer Lee reported some safety concerns staff faced while completing the work were; fall hazards of 15-16 feet off the ground, a wet environment while welding and using power tools, and inclement weather. District Engineer Lee reported staff completed the work in roughly two and a half weeks due to inclement weather.

President McGurk inquired if this is the last Dam downstream in the Old Calaveras. District Engineer Lee replied yes, however staff is evaluating how they can operate the Old Calaveras, and that may include rehabilitating Solari Dam.

Director Cortopassi inquired on the location of Solari Dam. District Engineer Lee replied it is downstream of Pezzi Dam. This item was for information only.

5. Dr. Joe Waidhofer Water Treatment Plant – P-28 Ball Check Valve Emergency Repair Authorization
Manager Moody provided the Board with information on the P-28 Ball Check Valve Emergency Repair. Manager Moody reported this information was brought to the Board after the fact as it was an emergency that needed to be acted on immediately. Assistant Manager Johnson reported the P-28 ball check valve was leaking so badly that it became inoperable. Assistant Manager Johnson reported P-27 ball check valve is currently working, but is also leaking. Assistant Manager Johnson reported this equipment is used to pressurize water that is delivered to California Water Service Company and the City of Stockton.

Director Sanguinetti inquired if the check valve is leaking. Assistant Manager Johnson replied it is the actuator on the check valve that is leaking.

Assistant Manager Johnson reported staff is researching the purchase of new actuators. This item was for information only.

E. COMMITTEE REPORTS

1. Sustainable Groundwater Management Act Work Group, 01/11/17
Manager Moody attended the January 11, 2017 Sustainable Groundwater Management Act (SGMA) Work Group. Manager Moody reported discussion focused on the roadmap, where the group is and where they should be at this point. There was discussion on the Draft Joint Powers Agreement (JPA) language to form the group. Manager Moody reported participants receive an update just prior to the meeting, leaving little time for review of documents with Boards or Councils, making it difficult to discuss during the Work Group meetings. Manager Moody reported the recently revised JPA will be provided to the Board at the January 25, 2017 Regular Board Meeting for review prior to the next SGMA Work Group meeting. Manager Moody reported there was discussion on separating the overlaps and re-doing the GIS map for all Groundwater Sustainability Agencies (GSAs) in the group. Director Cortopassi inquired if there was discussion on Cal Water's seat within the group. Manager Moody reported he believe Cal Water can be a voting member of the JPA if they team up with another entity, per the SGMA law that was passed. The next meeting is scheduled for February 8, 2017.

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 01/17/17
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 179,205 AF in storage at New Hogan Reservoir. Current releases are set at 2,970 cfs. There is 872,651 AF in storage at New Melones Reservoir. Current release at Goodwin Dam to Stanislaus River are set at 212 cfs and release to all water users are set at 212 cfs. The water treatment plant is currently processing 16 mgd. The City of Stockton's water treatment plant is currently processing 12 mgd.

President McGurk inquired if staff could obtain the potential number for more water now that there is snow. Legal Counsel Harrigfeld replied this information should be able to be obtained from Tri-Dam; they do a projection of inflow through September. Legal Counsel Harrigfeld reported Tri-Dam does these calculations on a monthly basis. Manager Moody advised staff will follow-up with Tri-Dam.

2. Information Items:
Manager Moody noted items: F2a-1, F2a-2, F2a-3, F2a-4, F2a-5, F2a-6, F2a-7, F2a-8 and F2a-9.

Manager Moody commented on F2a-5 stating the District needs to consider changes to the current design. All diversions from the Calaveras River into the District goes into the East Reservoir. Storm runoff is blocked off to not contaminate existing storage supply for the Water Treatment Plant with high turbidity. Manager Moody reported this is a delicate process to get that water into the percolation ponds without contaminating the East Reservoir. Manager Moody reported when staff is looking at the recharge pond designs on the North Site Property, it will be a good time to look at possible changes to raw water plumbing to divert from the East Reservoir and straight to the Percolation Ponds.

Manager Moody commented on F2a-8, stating if the Board agrees, staff could send a letter to the Editor of The Linden Herald and The Stockton Record following the example of Turlock Irrigation District, continuing to spread the word on SGMA and unimpaired flows. Staff will bring back draft letters for Board review.

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

Manager Moody attended the January 11, 2017 Association of California Water Agencies (ACWA) Outreach Advisory Working Group Meeting. Manager Moody reported he sits on the Working Group as a representative for Agriculture. Most of the effect that happens on the Ag side stem from the Ag Water Management Plan; the next time there is an update there will be a requirement to forecast conservation and how long term conservation measures will be met. Manager Moody reported the Urban side will face more challenges as they are expected to complete water loss audits that could cost millions of dollars. Manager Moody reported both Ag and Urban have the same question, if the State Water Resources Control Board (SWRCB) is forcing conservation, will the conserved water be stored in the reservoirs until the next drought. If not, and it is released, it seems as if it could be a taking of water rights. Manager Moody reported ACWA is not fighting the issue, rather asking the SWRCB to be more realistic about timing and implementation. Legal Counsel Harrigfeld inquired on the conservation of water decreasing groundwater replenishment. Manager Moody replied the group has not discussed that yet, but they know it is coming. Manager Moody reported the Department of Water Resources (DWR), as part of SGMA is required to conduct a study on water available for groundwater recharge. Statewide, they are looking at all the water available, determining what water is not being used by regulatory agencies or the end user and determining how much water is available in the system. Manager Moody reported in the San Joaquin Basin there are ~620,000 AF of water available.

H. DIRECTOR REPORTS (None)

H. COMMUNICATIONS (None)

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
Board Meeting – 01/17/17
Draft

2. Closed Session – Personnel
Government Code 54957

President McGurk adjourned the meeting to closed session at 1:09 p.m. to discuss closed session agenda items. The regular meeting reconvened at 1:44 p.m., with no reportable action.

J. ADJOURNMENT

President McGurk adjourned the meeting at 1:45 p.m.

Respectfully submitted,

Scot A. Moody
Secretary of the Board

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C. Naray

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Memorandum

To: Scot A. Moody – General Manager
From: Michael Johnson – Assistant General Manager
Cathy Lee – District Engineer
Jim Wunderlich – Water Treatment Plant Manager
Juan Ochoa – Associate Engineer
Date: 01/24/2017
Re: Alum (T2) and Aluminum Chlorohydrate (T6) Tank Project Design

Background:

On November 15, 2016, the Board approved replacement of the existing alum (T2) tank and installation of a new tank (T6) for aluminum chlorohydrate (ACH) in the existing “tank farm”. District engineering staff worked closely with maintenance and operations staff to develop a comprehensive set of technical specifications and drawings. This design integrates the two new tanks with existing infrastructure and the SCADA system. Both tanks have similar volume capacities of approximately 17,000 gallons. Each tank’s dimensions are designed specifically for its concrete pad footprint. The duration of the project is estimated to be 145 calendar days, due to the lead-time for the fabrication of the fiberglass reinforced plastic (FRP) tanks. Fabrication for the new tanks will take approximately 15-weeks.

The bidding period is scheduled to begin on 1/30/2017 through 3/16/2016 when the Bids will be publically opened. Staff will tabulate the Bids, present the Bid summary, and recommend the lowest responsive and responsible bidder for contract to the Board for contract award.

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Memorandum

To: Scot A. Moody – General Manager
From: Michael Johnson – Assistant General Manager
Cathy Lee – District Engineer
Manuel Verduzco – Associate Engineer
Date: 01/24/2017
Re: Photovoltaic Solar System Project Update – 30% Design (Information Only)

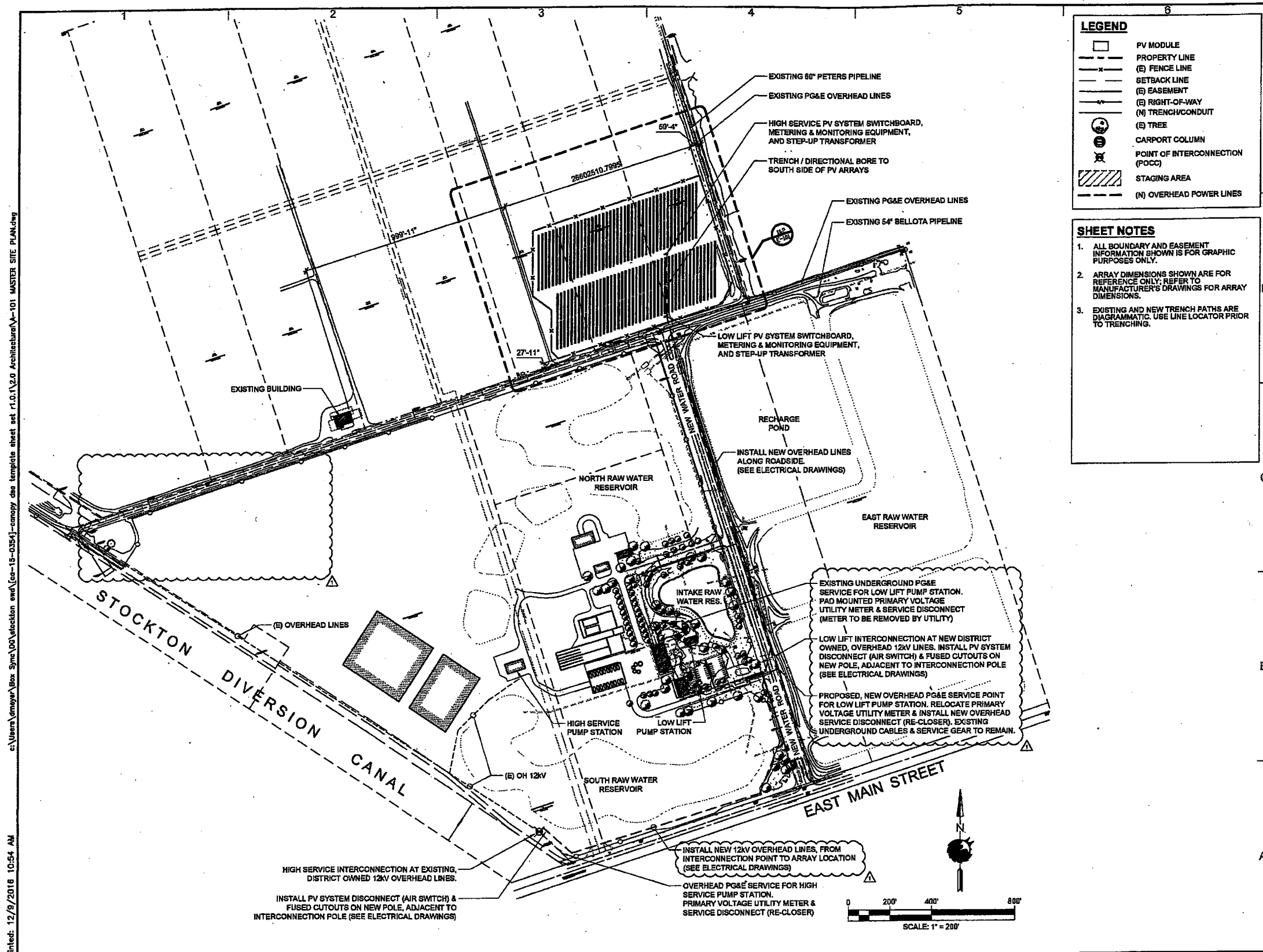
On January 12, 2016, the Board approved a Power Purchase Agreement (PPA) with SunEdison Origination1, LLC to construct two 1.1-Megawatt solar power systems to supply power to the District's High Service and Low Lift pump stations. The advantages of procuring solar power via a PPA are no upfront capital outlays, no maintenance by the District, and a fixed electricity cost to guard against rising electricity costs. Many schools in the Stockton area and the County's Public Works Department already include solar PPAs in their energy management portfolios.

In April 2016, SunEdison announced that it filed a Chapter 11 bankruptcy to address the company's corporate and capital structure. It was an unsettling announcement, but SunEdison staff have assured District staff that this bankruptcy proceeding would not affect the District's project.

On June 7, 2016, the Board, as the local lead agency, held a public hearing and adopted the negative declaration as part of the California Environmental Quality Act (CEQA) process to approve the project. With CEQA approval, SunEdison has undergone the process of obtaining required permits to install the solar panels on the District's property and working with PG&E to set up the solar account and related approvals.

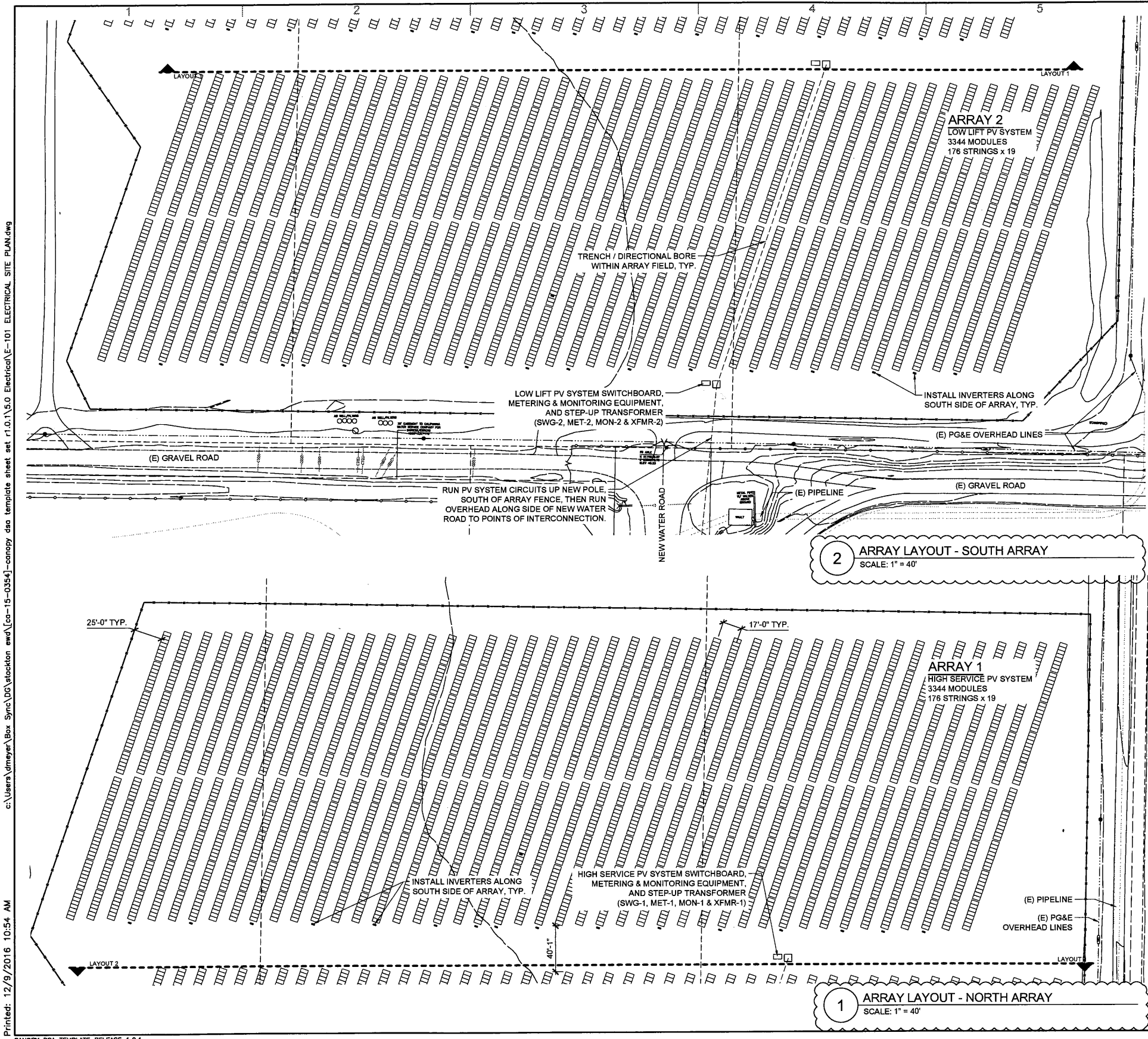
SunEdison conducted the Phase 1 Environmental Site Assessment survey and obtained soil core boring samples in August to develop the structural design for the solar panel supporting piles. Recently, staff received the attached 30% design drawings from SunEdison on the layout of the solar panels and related appurtenances. Staff provided feedback on the preliminary design and will continue to work with SunEdison to assure all proposed infrastructure meets the District's current and future needs.

The next step is for SunEdison to incorporate staff's comments on the design and submit the conceptual layout to PG&E for approval. After PG&E's approval, SunEdison will complete the design with details. The preliminary schedule indicates construction would start in June 2017 and be complete by the end of 2017.



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CANOPY DSA TEMPLATE RELEASE 1.0.1



- SHEET NOTES**
1. ARRAY BLOCKS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL DETERMINE EXACT WIRING BASED ON SITE CONDITIONS.
 2. REFER TO GENERAL NOTES AND DC WIRE MANAGEMENT ON SHEETS E-001 & E-002 FOR DETAILS.
 3. ALL PV SOURCE CIRCUIT WIRING SHALL BE APPROVED BY SUNEDISON PRIOR TO COMMENCING CONSTRUCTION.
 4. CONTRACTOR TO SECURE PV SOURCE CIRCUIT WIRING BY INSTALLING P-CLIP AND/OR SUNBUNDLER.
 5. ALL EQUIPMENT SHALL BE LISTED BY UNDERWRITER'S LABORATORIES (UL) OR OTHER APPROVED, NATIONALLY RECOGNIZED TESTING LABORATORY.
 6. ALL INVERTER WIRING AND GROUNDING METHODS SHALL CONFORM TO THE MANUFACTURER'S RECOMMENDED PRACTICES.
 7. EXPOSED NON-CURRENT CARRYING METAL PARTS OF EQUIPMENT AND ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC 250.134 AND NEC 250.136(A).
 8. ALL CONDUCTORS SHALL BE COPPER UNLESS NOTED OTHERWISE.

- LEGEND**
- PV MODULE
 - (N) TRENCH/CONDUIT
 - (E) TREE
 - CARPORT COLUMN
 - POINT OF INTERCONNECTION (POCC)

SYSTEM COMPONENTS		
ARRAY	# OF MODULES	INVERTER
1	3344	1 - 15
2	3344	16 - 30

2 ARRAY LAYOUT - SOUTH ARRAY
SCALE: 1" = 40'

1 ARRAY LAYOUT - NORTH ARRAY
SCALE: 1" = 40'

2015 SUNEDISON, LLC AND ITS AFFILIATES. ALL RIGHTS RESERVED.
600 CLIPPER DRIVE
BELMONT, CA 94002
(650) 453-5800
www.sunedison.com

STAMP:

STOCKTON EAST WATER DISTRICT - DR. JOE WAIDHOFFER WATER TREATMENT PLANT PHOTOVOLTAIC SYSTEM
6749 EAST MAIN STREET
STOCKTON, CALIFORNIA 95205

PROJECT NUMBER:
CA-15-0600

SHEET TITLE:
ELECTRICAL SITE PLAN

SHEET SIZE:
ARCH "D"
24" X 36" (610 x 914)

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NO.	REVISION	DATE	INIT.
1	LAYOUT/INTERCONN	12-08-2016	DRM

DSA IDENTIFICATION STAMP:

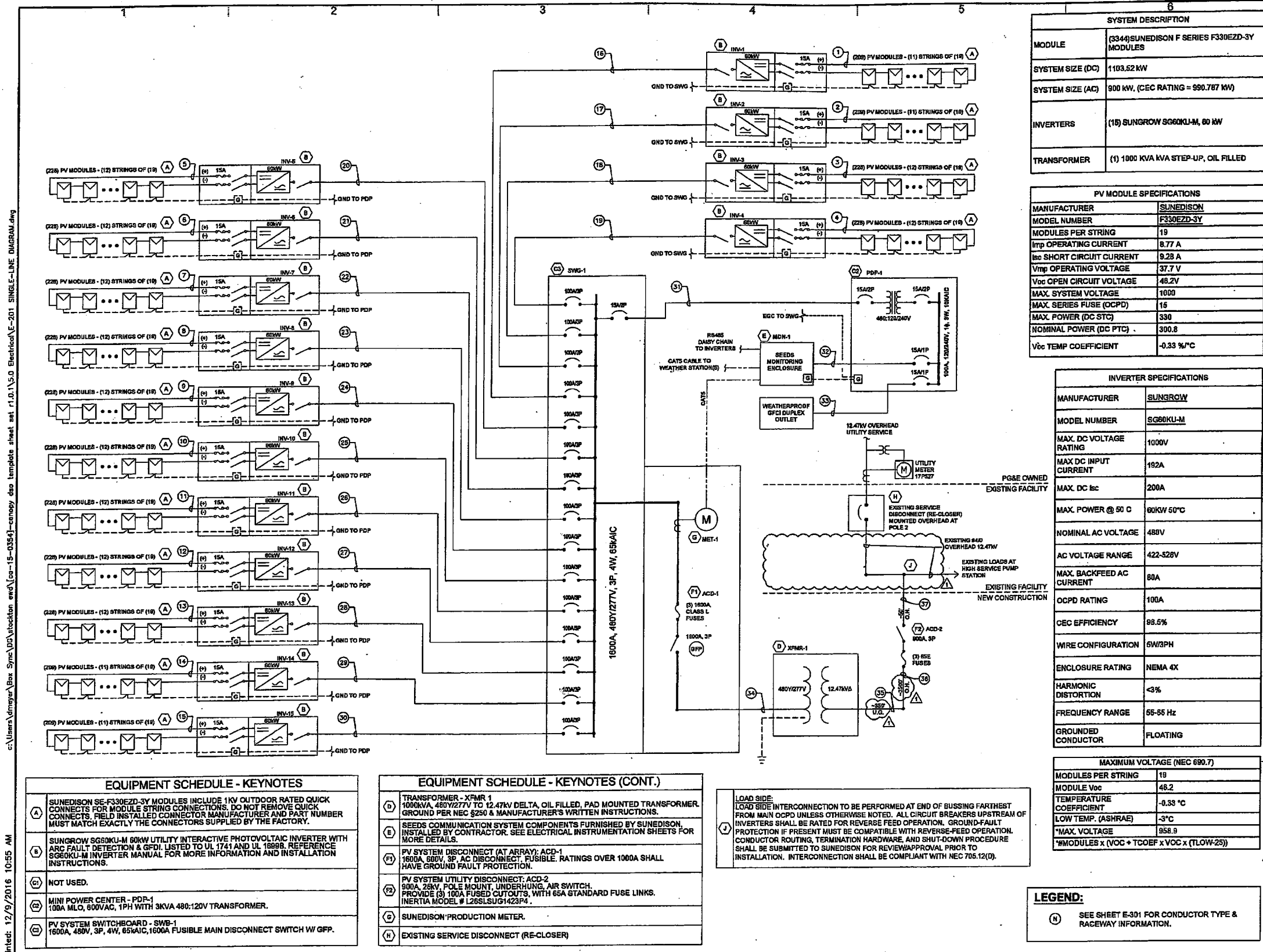
DATE: 08-18-2016
DRAWN BY: DRM
ENGINEER: DOCK
APPROVED BY: AF

PROJECT PHASE:
INITIAL DESIGN

SCALE:
1" = 40'-0"

SHEET NO.:
E-101

Printed: 12/9/2016 10:54 AM c:\Users\dmeier\Box Sync\DC\stockton ewd\ca-15-0354\canopy dsa template sheet set r1.0.1\5.0 Electrical\E-101 ELECTRICAL SITE PLAN.dwg CANOPY DSA TEMPLATE RELEASE 1.0.1



SunEdison
15000 E. 15th Avenue
600 CLIPPER DRIVE
BELMONT, CA 94002
(650) 453-5000
www.sunedison.com

STAMP:

STOCKTON EAST WATER DISTRICT - DR. JOE WAIDHOFFER WATER TREATMENT PLANT PHOTOVOLTAIC SYSTEM
6749 EAST MAIN STREET
STOCKTON, CALIFORNIA 95205

PROJECT NUMBER: CA-15-0600

SHEET TITLE: SINGLE-LINE DIAGRAM - HIGH SERVICE

SHEET SIZE: ARCH "D" 24" X 36" (610 X 914)

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NO.	REVISION	DATE	INT.
1	LAYOUT/INTERCON	12-08-2016	DRM

DATE: 08-15-2018

DRAWN BY: CRM

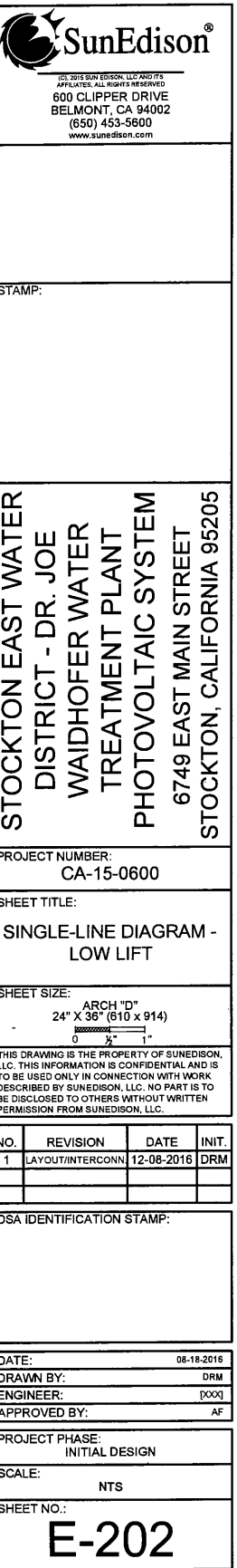
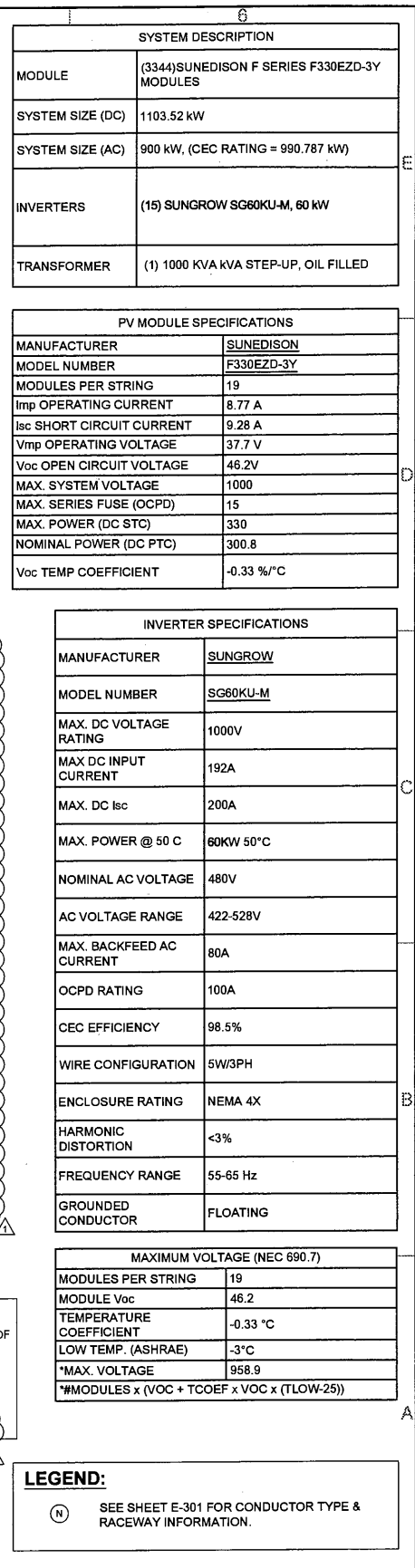
ENGINEER: POCO

APPROVED BY: AS

PROJECT PHASE: INITIAL DESIGN

SCALE: NTS

SHEET NO: E-201



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Recording Requested By:
STOCKTON EAST WATER DISTRICT
When recorded mail to:
STOCKTON EAST WATER DISTRICT
P O Box 5157
Stockton, California 95205

**NOTICE OF ACCEPTANCE OF COMPLETION
STOCKTON EAST WATER DISTRICT**

NOTICE IS HEREBY GIVEN:

1. That the name and address of Stockton East Water District for whom the work was done, as owner thereof, is:

Stockton East Water District
6767 East Main Street
Stockton CA 95215

2. That on January 24, 2017 the hereinafter-described project was accepted as completed pursuant to motion of the Board of Stockton East Water District, the awarding authority.
3. That the project, the subject of this notice, is generally described and identified as follows: Replacement of the Maintenance Building Roll-up Doors.
4. Project Location: (APN) 101-170-35 – 6767 East Main Street Stockton, CA 95215.
5. That the name of the contractor for such project was: R&S Erection of Tri-County, Inc.

Dated: January 24, 2017

Stockton East Water District

By: **DRAFT**
General Manager

VERIFICATION

I, undersigned, say: I am the General Manager, the declarant of the foregoing Notice of Acceptance of Completion; I have read said Notice of Acceptance of Completion and know the contents thereof; the same is true of my own knowledge. I declare that under penalty of perjury that the foregoing is true and correct. Executed on January 24, 2017 at Stockton, California.

By: **DRAFT**
General Manager

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DRAFT JPA
County Draft – January 12th, 2017

JOINT EXERCISE OF POWERS AGREEMENT

ESTABLISHING THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

THIS AGREEMENT is entered into and effective this _____ day of _____, 2017 (“**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 B**.

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:

DRAFT JPA
County Draft – January 12~~0~~, 2017

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 B**.

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. Each of the Members shall be either (i) a GSA established on or before the Effective Date 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.

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 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 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 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 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 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 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. In the event that a Member elects to 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, such Member and the Authority shall enter into a special project agreement in accordance with Article 7 of this Agreement: 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 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;

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, without limitation, the restriction or regulation of groundwater extractions or surface water diversions), unless the Member has formally and expressly consented and agreed in writing to the activity proposed pursuant to a special project agreement between the Member and the Authority in accordance with Article 7 of this Agreement; 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 B.**

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 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 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 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, and a vice chairperson, and 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 a member of the Board of 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 Section 6505.5 as a depository of funds for the Authority. The Public Works Director or designee shall be the secretary and shall prepare and maintain minutes of all meetings of the Board of Directors. The Treasurer of the County of

DRAFT JPA
County Draft – January 12~~0~~, 2017

San Joaquin shall have the duties and obligations of Treasurer of the Authority as set forth in Government Code Sections 6505, 6505.1 and 6505.5.

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 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;

f. Approval of any contracts over \$250,000 or contracts for terms that exceed two (2) years;

f.g. Setting the amounts of any contributions or fees to be paid to the Authority by any Member;

g.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;

~~h.i.~~ h.i. Decisions related to the limitation or curtailment of groundwater pumping; and

~~h.j.~~ h.j. 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 Joaquin to serve as administrator and secretary of, and keeper of records for, the Authority.

4.11 **Advisory Committees.** The Board of Directors may establish one or more advisory committees, 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. Each Member will be assessed no more frequently than quarterly, beginning on ~~January~~ July 1 of each year. Members shall pay assessments within ~~ninetysixtythree~~ ninetysixtythree (6390) days of receiving assessment notice from the ~~Treasurer~~ secretary of the Authority. 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

DRAFT JPA
County Draft – January 120, 2017

to the Members, ~~at reasonable intervals,~~ quarterly 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 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 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 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 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 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. Without limiting the generality of the previous sentence, in the event that the Authority levies or adopts any tax, assessment or property-related fee or charge (collectively "Authority Charge") the Authority Charge will not be effective within the jurisdictional boundaries of a Member that votes against the Authority Charge and withdraws in accordance with this Article 6.4. 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.

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

8.3 **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.

8.4 **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]

8.5 **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.

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

8.7 **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.

8.8 **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.

8.9 **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.

8.10 **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]



SAN JOAQUIN COUNTY

FLOOD CONTROL & WATER CONSERVATION DISTRICT

P. O. BOX 1810

STOCKTON, CALIFORNIA, 95201

TELEPHONE (209) 468-3000

FAX NO. (209) 468-2999

KRIS BALAJI
DIRECTOR OF PUBLIC WORKS

ADVISORY WATER COMMISSION

January 18, 2017, 1:00 p.m.

Public Health Conference Room, 1601 E. Hazelton Avenue, Stockton, California

AGENDA

Roll Call

Approve Minutes for the Meeting of December 21, 2016

SCHEDULED ITEMS

I. Discussion Items:

- A. Update on the 2017 Central Valley Flood Protection Plan – Christopher Williams, California Department of Water Resources
- B. Presentation and Discussion on the Local Drought Emergency – Michael Cockrell
- C. Update and Discussion on the Proposed Changes to the Water Quality Control Plan for the Bay Delta Estuary: San Joaquin River Flows and Southern Delta Salinity Objectives (See Attached) – Brandon Nakagawa

II. Communications (See Attached):

- A. WaterFix:
 - January 4, 2017, sacbee.com, "Obama Says Full Speed Ahead on Delta Tunnels Project"
 - January 4, 2017, recordnet.com, "Feds Set Timeline for Action on Delta Tunnels"
 - January 9, 2017, recordnet.com, "Supervisors Will Discuss Intentional Non-ag Delta Flooding"
- B. Regulatory Reform:
 - January 4, 2017, agalert.com, "New Congress Likely to Address Regulatory Reform"
- C. Drought:
 - January 4, 2017, hanfordsentinel.com, "Valadao Introduces Major Water Bill"
 - January 7, 2017, recordnet.com, "Delta Pumping Continues Amid Fish Worries"
- D. Flooding:
 - January 5, 2017, recordnet.com, "Flooding: It's Happened Before"
 - January 11, 2017, recordnet.com, "Storm Surge: Levees Under Patrol as Water Problems in Delta Grow"
- E. Groundwater:
 - December 29, 2016, sfgate.com, "Oil Companies Face Deadline to Stop Polluting California Groundwater"

Public Comment:

Next Regular Meeting:

February 15, 2017, 1:00 p.m.
Public Health Conference Room

Commission may make recommendations to the Board of Supervisors on any listed item.

If you need disability-related modification or accommodation in order to participate in this meeting, please contact the Water Resource Staff at (209) 468-3089 at least 48 hours prior to the start of the meeting. Any materials related to items on this agenda distributed to the Commissioners less than 72 hours before the public meeting are available for public inspection at Public Works Dept. Offices located at the following address: 1810 East Hazelton Ave., Stockton, CA 95205. These materials are also available at <http://www.sjwater.org>. Upon request these materials may be made available in an alternative format to persons with disabilities.

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AGENDA

ACWA State Legislative Committee

January 20, 2017

10:00 a.m. – 12:00 p.m.

-
- | | |
|--|----------------------------|
| 1. Welcome | Kathy Cole, Chair |
| 2. Self-Introductions | Members, Guests, Staff |
| 3. New Committee Member Introductions | Wendy Ridderbusch |
| 4. Executive Director's Report | Tim Quinn |
| A. Federal Update | |
| B. ACWA Ag Initiative | |
| C. Other | |
| 5. Deputy Executive Director for Government Relations' Report | Cindy Tuck |
| A. Water Bond Proposals | |
| B. Proposition 218 Legislation | |
| C. DAC Issues | |
| 1. ACWA DAC Drinking Water Initiative | |
| 2. Drinking Water Affordability/AB 401 Implementation | w/Kelly McBee |
| 6. Long-Term Conservation Policy Framework | Dave Bolland/Whitnie Wiley |
| 7. Little Hoover Commission Update | Wendy Ridderbusch |
| 8. SGMA Implementation: Replenishment Report | Dave Bolland |
| 9. Delta Update | Rebecca Franklin |
| 10. Water Storage Investment Program | Adam Borchard |
| 11. Lead Testing in Schools | Adam Borchard |
| 12. 2017-18 State Legislator Profiles | Katie Almand |
| 13. State Legislative Committee Webpage | Katie Almand |
| 14. Review of Bill Packet #1 | |
| 15. Other Business | |
| 16. Adjourn | |

Reminder: Next State Legislative Committee Meeting on February 10, 2017

Annual Legislative Symposium: Wednesday March 8, 2017 Sacramento Convention Center

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Stockton Area Water Suppliers
Meeting Agenda
01/23/17

- 1) Water Conservation
 - a. Outreach Efforts
- 2) Water Shortage Contingency Plans
 - a. Operating Plan Projections
- 3) Contract Discussion
 - a. TOC/DBP Reduction Efforts
 - b. Amendment Status
- 4) Groundwater Banking
 - a. DREAM Project
- 5) UC's Operations Update
- 6) GSA Discussion
- 7) Next Meeting – February 26? (13th and 20th are holidays)

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Weekly Water Report		As of: Jan. 16, 2017	As of: Jan. 23, 2017
New Hogan (NHG) TOC	152,100		AF
Storage:	179,205		AF
Net Storage Change:	+43,463		AF
Inflow:	1,523		CFS
Release:	2,970		CFS
New Melones (NML) Allocation	0		AF
Storage:	872,651		AF
Net Storage change:	+121,173		AF
Inflow:	3,644		CFS
Release:	18		CFS
Source: CDEC Daily Reports			

Goodwin Diversion (GDW)		
Inflow (Tulloch Dam):	159	CFS
Release to Stanislaus River (S-98):	212	CFS
Release to OID (JT Main):	0	CFS
Release to SSJID (SO Main):	0	CFS
Release to SEWD:	<u>0</u>	CFS
Total Release	212	CFS
Source: Tri-Dam Operations Daily Report		
Farmington Dam (FRM)		
Diverted to SEWD:	0	CFS
Diverted to CSJWCD:	0	CFS
Source: USACE WCDS Hourly Report		

Surface Water Used		
Irrigators on New Hogan:	0	
Irrigators on New Melones:	0	
DJWTP Production:	16	MGD
City of Stockton DWSP Production:	12	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

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SJFB Foundation for Agricultural Education

The Board of Directors of the SJFB Foundation for Agricultural Education cordially invites you to attend the Twenty-Sixth Annual Wine Tasting, featuring a "Taste of San Joaquin County" on Thursday, March 16th, 2017 at the Robert J. Cabral Agricultural Center in Stockton.

The night will be filled with samplings of some of the area's finest wines, brews, foods and olive oils while raising funds to support the efforts of the SJFB Foundation for Agricultural Education. Part of the evening's festivities will include our exciting live auction. Our auction will feature special vintages, vacation packages and specialty gift baskets.

Your support and participation of our Twenty-Sixth Annual Wine Tasting, featuring a "Taste of San Joaquin County" is greatly appreciated by the directors of the SJFB Foundation for Agricultural Education. Your support strengthens our ability to further agricultural education by allowing us to award more than \$40,000 annually in scholarships to local students and chapter jackets to local FFA programs. In addition to these programs, the Foundation also funds local seminars for public and private school teachers educating them on San Joaquin County agriculture. These seminars provide ideas to teachers on how to incorporate agriculture into their classroom curriculum.

This event is \$50 per person, and may be tax deductible.

If you would like to promote your business, there are sponsorship opportunities available at \$250, \$500, \$1,000 & \$2,500. Reservations are limited so please RSVP today by returning the enclosed envelope, or by calling (209) 931-4931.

The SJFB Foundation for Agricultural Education

Cordially invites you to attend our

26th Annual Wine Tasting

Featuring a

"Taste of San Joaquin County"

Thursday, March 16th, 2017

6:00 PM to 9:00PM

Live Auction at 8:00 PM

Robert J. Cabral Agricultural Center
2101 East Earhart Ave, Stockton, CA

Participating Vendors and Sponsors

Country Catering & Special Events

Dancing Fox Winery & Brewery

Durst Winery

Lodi Beer Co.

McConnell Estates Winery

Michael-David Winery

Midgley's Public House

Trinchero Family Estates

Gold

Rabobank, N.A.

Platinum

Silver

American AgCredit

Ralph Hays & Sons, Inc.

F&M Bank

CALAMCO

San Joaquin Delta College

Pacific Gas & Electric

Mid Valley Ag Services, Inc.

Sanguinetti & Co

Roland Construction

Sponsorship Opportunities

Platinum Sponsor \$2,500

10+ Tickets to the Wine Tasting
Logo Recognition in the official event program
Special Recognition at event and a write up in the SJFB News
Front Reserved seating with
two bottles of premium local wine.

Gold Sponsor \$1,000

Up to 10 Tickets to the Wine Tasting
Logo Recognition in the official event program Recognition
at the Wine Tasting and in the SJFB News
Reserved Seating

Silver Sponsor \$500

Up to 5 Tickets to the Wine Tasting
Logo Recognition in the official event program
Reserved Seating

Bronze Sponsor \$250

2 Tickets
Logo Recognition in the official event program

Please make checks payable to: SJFB Foundation for Ag Education

Yes, We Will Attend

There will be _____ in our party.

Enclosed is our check for \$ _____
(\$50.00 per person), or

Bronze Sponsor (\$250) _____

Silver Sponsor (\$500) _____

Gold Sponsor (\$1,000) _____

Platinum Sponsor (\$2,500) _____

*See back for sponsorship details

Please make checks payable to SJFB Foundation for Ag Ed.

Sorry, I am unable to attend. Enclosed is a donation to support the SJFB Foundation for Agricultural Education.

Company: _____

Name(s): _____

We ask that you please respond prior to March 9, 2017.

SJFB Foundation for Agricultural Education

Board of Directors

Richard Rodriguez, President

Bill Thomas, Vice President

Bruce Blodgett

Phil Brumley

Karen Cultrera

Bruce Fry

Pati Hamm

Becky Hudson

Bruce Mettler

Daniel Meza

David Phippen



Loren Ohm

Judy Rodriguez

Paul Sanguinetti

David Simpson

Joe Valente

Brie Witt

Thank you for your support and we look forward to seeing you on

Thursday, March 16th, 2017.

SJFB Foundation for Agricultural Education

3290 N Ad Art Rd. Stockton, CA 95215

(209) 931-4931 WWW.SJFB.ORG

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JAN 18 2017

STOCKTON EAST WATER DISTRICT
Administration