



REGULAR BOARD MEETING

JANUARY 3, 2023



**STOCKTON
EAST WATER
DISTRICT**

PROVIDING SERVICE SINCE 1948
www.sewd.net

DIRECTORS

Richard Atkins
President
Division 1

Andrew Watkins
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Loralee McGaughey
Division 6

Thomas McGurk
Vice President
Division 7

STAFF

Justin M. Hopkins
General Manager

Juan M. Vega
Assistant General Manager

LEGAL COUNSEL

Jeanne M. Zolezzi
General Counsel

Phone 209-948-0333
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 12:30 P.M., TUESDAY, JANUARY 3, 2023 AT THE DISTRICT OFFICE, 6767 EAST MAIN STREET STOCKTON, CALIFORNIA 95215

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

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

Please call (425) 436-6336/Access Code: 866228# to be connected to the Regular Board Meeting, to begin at 12:30 p.m.

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

AGENDA

Page No

- A. Pledge of Allegiance (Director Panizza) & Roll Call**
- B. Consent Calendar (None)**
- C. Public Comment (Non-Agenda Items)**
- D. Scheduled Presentations and Agenda Items**
 - 1. Action Item: Stockton East Water District Board of Directors Reconsidered the Circumstances of the State of Emergency and Determine that
 - (i) The State of Emergency continues to directly impact the ability of the members to meet safely in person and/or
 - (ii) State or Local Officials continue to impose or recommend measures to promote social distancing.
 - 2. Minutes 12/27/22 01
 - 3. Warrants
 - a. Fund 68 – Municipal & Industrial Groundwater Fund 05
 - b. Fund 70 – Administration Fund 07
 - c. Fund 71 – Water Supply Fund 09
 - d. Fund 94 – Municipal & Industrial Fund 11
 - e. Summary 13
 - f. Payroll 15

D.	Scheduled Presentations and Agenda Items – <i>continued</i>	
	3. Warrants	
	g. Short Names/Acronym List	17
	h. SEWD Vehicles & Heavy Equipment	19
	4. Dr. Joe Waidhofer Drinking Water Treatment Plant – High Service Pump Station HVAC Retrofit, 01/03/23	21
	5. Water Transfer Agreement Between Oakdale Irrigation District, South San Joaquin Irrigation District, and Stockton East Water District	23
E.	Committee Reports (None)	
F.	Report of the General Manager	
	1. Water Supply Report as of 12/26/22	33
	2. Information Items	
	a. Material Included, but Bound Separately from Agenda Packet:	
	1. <u>Desert Groundwater Agency Mulls How To Get Water From San Joaquin Valley, Sjvwater.org, 12/17/22</u>	
	2. <u>California’s Water Conundrum Hinges On Delta, Calmatters.org, 12/20/22</u>	
	3. Report on General Manager Activities	
	a. Stockton East Water District Activities Update	
G.	Director Reports	
H.	Communications	
	1. San Joaquin County Registrar of Voters – 2022 General Election (SEWD Divisions 5 & 7), 12/02/22	35
I.	Agenda Planning/Upcoming Events	
	1. Greater Stockton Chamber of Commerce Monthly Mixer – Bob Hope Theatre, 5:15 p.m., 01/05/23	43
	2. John Vernier’s Retirement Luncheon, Noon, 01/06/23	
	3. San Joaquin County & Delta Water Quality Coalition Meeting, 9:00 a.m., 01/09/23	
J.	Report of the Counsel	
	1. Closed Session - Personnel Government Code 54957	

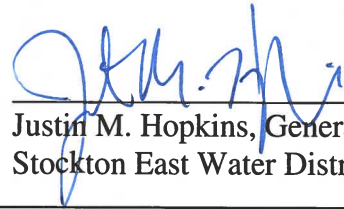
- J. Report of the Counsel – *continued***
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION Section 54956.9 (2 Cases)

K. Adjournment

Certification of Posting

I hereby certify that on December 29, 2022 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 December 29, 2022.



Justin M. Hopkins, General Manager
Stockton East Water District

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

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, DECEMBER 27, 2022 AT 12:30 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

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

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

B. CONSENT CALENDAR (None)

C. PUBLIC COMMENT (None)

D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS

1. Minutes 12/20/22 Regular Meeting

A motion was moved and seconded to approve the December 20, 2022 Regular Board Meeting Minutes, as presented.

Roll Call:

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

2. Warrants – California Public Employees’ Retirement System

A motion was moved and seconded to approve the December 27, 2022 Warrants, as presented.

Roll Call:

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

3. Tri-Dam Project – 2023 Budget Review Meeting, 12/22/22

Director Panizza reported the Tri-Dam/Goodwin Dam 2023 Budget Review is an annual meeting held with South San Joaquin Irrigation District (SSJID) and Oakdale Irrigation District (OID). The Zoom meeting was attended by Directors Panizza, Atkins, Cortopassi, Sanguinetti and Manager Hopkins. Also, in attendance was the Interim General Manager for Tri-Dam, Jeff Shields, staff from SSJID and OID. Director Panizza stated this is a static budget; it changes very little from year-to-year. The budget amount for 2023 is \$301,920 plus the Total Capital Expenditures in the amount of \$30,000.

Director Watkins asked if the total budget amount is \$301,920, which includes the \$30,000 of Total Capital Expenditures. Director Watkins wants to verify this figure since there is not a line item for the \$30,000. Director Panizza verified the Operational Budget is \$301,920 and the separate Capital Expenditures Budget is \$30,000.

Manager Hopkins stated the \$30,000 is in addition to the \$301,920 amount, for a total of \$331,920.

A motion was moved and seconded to approve the 2023 Tri-Dam Project Budget, as presented.

Roll Call:

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

Nays: None

Abstain: None

Absent: None

E. COMMITTEE REPORTS

1. Bellota Project Committee Meeting, 12/21/22

Director Cortopassi reported the meeting was attended by Directors Atkins, Cortopassi, Sanguinetti and Watkins, Manager Hopkins, Assistant Manager Vega, District Engineer Evensen, and Mel Lytle from the City of Stockton. Director Cortopassi reported Elaine Conti with Raftelis joined the meeting remotely to discuss all factors of the Fish Screen Project cost allocation. A Power Point handout was provided, and showed the proportional costs for the project features. Director Cortopassi described the project features and advised Flood Control with the U.S. Army Corps of Engineers (USACE) is requesting the channel be widened.

Director McGurk inquired about the requirement to widen the channel. Manager Hopkins stated the roughened channel will require placing more fill into the river to create the slope required for the fish passage, and there is higher head loss through the section of the river because of the material in the roughened channel which requires more upstream head. So, to prevent a change in water surface elevation upstream, the cross-sectional area of the weir had to be widened to maintain the same water surface elevation at the flood flow. Discussion followed.

Director Watkins suggested scheduling a workshop/tour and inviting staff from Cal Water, the City of Stockton, San Joaquin County, State and Federal Officials and permitting agencies for a presentation by the consultant to update all regarding the fish passage details and goals. The workshop could lead to obtaining grant monies.

2. Agriculture Operations Committee Meeting, 12/21/22

Director Cortopassi reported the meeting was attended by Directors Atkins, Cortopassi, Sanguinetti and Watkins, Manager Hopkins, Assistant Manager Vega, and District Engineer Evensen. Manager Hopkins provided drawings for Potter Creek. Director Cortopassi discussed replacement of a crossing in Potter Creek located after Stagnaro's farm and Lagorio's crossing. The low water crossing is dilapidated, and a field inspection needs to be scheduled to determine additional repair work. Director Cortopassi stated discussions will continue regarding the proposed modifications to Establishing Program and Incentives for Encouraging the Use of Surface Water Policy. The Draft On-Farm Recharge Program and Incentives Policy position is to be continued. The District Boundary Adjustments item detailed the fact that there are some landowners (nine parcels) who have land inside two district boundaries. North San Joaquin Water Conservation District wants to coordinate with SEWD so the parcels are wholly within one district. There seems to be concern that some landowners may be double billed if they're in both districts. Manager Hopkins and Legal Counsel Zolezzi stated no one is paying double. It needs to be determined if there are any errors with billing from North San Joaquin Water Conservation District, and clean up the boundary line issues.

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 12/19/22

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

There is 62,914 AF in storage at New Hogan Reservoir. Current releases are set at 20 cfs. Current release at Goodwin Dam to Stanislaus River are set at 203 cfs and release to all water users are set at 0 cfs. There are 0 irrigators on New Hogan, 0 irrigators on New Melones, and 0 irrigators out of District. The water treatment plant is currently processing 18 mgd. The City of Stockton is currently processing 9 mgd. Manager Hopkins reported the District wells total water extraction is 7,004 gpm (~10.1 mgd).

2. Information Items:

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

3. Report on General Manager Activities

a. San Joaquin County Office of Emergency Services – Agricultural Drought Task Force Meeting, 12/21/22

Manager Hopkins reported he was unable to attend, but introduced Finance Director Ram to report out. Finance Director Ram reported that San Joaquin County is off to a good start with the water year with 110-250% precipitation to date. Snow pack is good for year-to-date amounts, but still below the desired amounts for the year. Drought conditions have eased for a good part of the state; San Joaquin County drought rank decreased from exceptional to extreme drought which is an improvement. La Niña is expected to continue into the winter, but there is a 71% chance of a neutral cycle from February to April 2023. As of the date of presentation, wet weather was expected for the end of December into the early part of January.

Director McGurk inquired the meaning of the acronym ENSO on page 27. Finance Director Ram replied it means El Niño Southern Oscillation which is a recurring climate pattern involving changes in the temperatures of waters in the central and eastern tropical Pacific Ocean.

b. Stockton East Water District Activities Update

Manager Hopkins reported staff has received a copy of the draft salary survey which was completed this year for implementation next year. There was a board committee who participated in reviewing the previous salary survey, but did not notice the committee on the District's Committee List. President Atkins stated Director Watkins, Sanguinetti and himself were the committee for the previous year. Manager Hopkins will solicit the Board for dates to bring the committee together to meet and review the draft salary survey. Manager Hopkins also advised the need to convene the Staffing Committee to discuss re-organization changes for the District.

G. DIRECTOR REPORTS

1. Holiday Open House & Toy Drive – Assemblymember Carlos Villapudua, 12/20/22

Manager Hopkins reported no one attended the open house.

H. COMMUNICATIONS

1. United States Department of the Interior – Bureau of Reclamation, 2023 Water Year Request for Deliveries, Stockton East Water District (District) Central Valley Project, California, 12/20/22

Manager Hopkins stated earlier this year the District sent a request to the Bureau of Reclamation requesting 75,000 AF of Central Valley Project Water from New Melones, and the Bureau declined. It is a critical year per the District's new eastside division storage policy. The District does not get

water in a critical year, but the Bureau will reevaluate in May of 2023 to confirm that the water year type at the 90% exceedance level is still critical.

2. United States Department of the Interior – Bureau of Reclamation, Notice of Funding Opportunity No. R23AS00005 – WaterSMART Drought Response Program, 12/20/22
Manager Hopkins stated the good news from the Bureau of Reclamation is that the District has been awarded a \$600,000 grant to support the design and construction of a new aquifer storage and recovery well. Manager Hopkins thanked the engineering team for completing the grant application. The District is working with the Bureau to complete the agreement process, and funding should be available sometime next year.

Director Watkins asked what the total amount is for the aquifer storage and recovery well. Manager Hopkins replied \$750,000 has been budgeted in the District’s budget, so approximately \$1.35million. Discussion followed.

I. AGENDA PLANNING/UPCOMING EVENTS

1. San Joaquin Farm Bureau Federation – Water Committee Meeting, 12/27/22
** This meeting was cancelled **
2. District Holiday – New Year’s Day, 01/02/23

J. REPORT OF THE COUNSEL

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

President Atkins adjourned the meeting to closed session at 1:26 p.m. to discuss closed session agenda items. The regular meeting reconvened at 1:52 p.m., with the no reportable action.

K. ADJOURNMENT

President Atkins adjourned the meeting at 1:53 p.m.

Respectfully submitted,

Justin M. Hopkins
Secretary of the Board

cm

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 03, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		GROUNDWATER PROD. FUND 68		
1 PG&E 1289619691-7	10-5302-0	Electricity 11/08/22-12/08/22 6767 E Main-Extract Well South	3,773.75	12896196917-12/09/22
2 PG&E 1949656419-6	10-5302-0	Gas & Electr 11/02/22-12/13/22 TP-Electric Well#5	26,902.86	19496564196-12/16/22
		GROUNDWATER PROD. FUND 68 TOTAL	\$30,676.61	

P.R.

THIS PAGE
INTENTIONALLY
LEFT BLANK

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 03, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
3 Boutin Jones Inc.	10-5162-0	Legal services 11/01/22-11/29/22	4,544.00	157262
4 Bryce Consulting	10-5154-0	Professional services on 11/30/22	360.00	4260
5 Cal Poly Corporation - ITRC	10-5103-0	Flow measurement & Canal Operation course (5)	450.00	ITRC 2023
6 CCT Telecommunications, Inc.	10-5141-0	Changed name on extension & added to primary group	70.00	212817
7 Cerida Investment Corp.	10-5141-0	Answering service from 12/20/22-01/16/23	128.00	112-84640
8 City of Stockton - Fire Prevention Division	10-5114-0	Permit & inspection fees for fire sprinkler system-Plan NFPA	762.00	POS22-00684
9 City of Stockton - Fire Prevention Division	10-5114-0	Permit & inspection fees for fire sprinkler system-OSHDP/DSA	528.00	POS22-00685
10 Frontier Communications	10-5141-0	Linden Tel Directory listing for 12/07/22-01/06/22	14.57	530-1961403-12/07/22
11 HDS White Cap Construction Supply	10-5147-0	Fasteners & drill bits to install solar panel structure-Cotta Ferreira	81.37	10017222543
Justin Hopkins	10-5103-0	Reimbursement for Water Distribution Operator Certification	60.00	12/28/22
13 Modesto Steel Company	10-5147-0	Pipe for installation of SCADA at Gotelli	309.56	390343
14 Platt Electric Supply Inc.	10-5147-0	Strut fittings/fasteners-installation of SCADA- Cotta-Ferreira & Gotelli	267.49	3M36434/3M73374/3M32394
15 Platt Electric Supply Inc.	10-5147-0	Heat gun for installation of SCADA at Cotta-Ferreira & Gotelli	106.67	3M35310
16 Quill Corporation	10-5125-0	Office supplies ordered on 11/29/22-12/15/22	571.12	40305/2397/1748/0337/8176

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 03, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
17 Rexel USA Inc	10-5147-0	Output modules for installation of PLC's Birdcage/Duck Crk/Funck Rd	986.73	S134718697/08001/19389
18 Rexel USA Inc	10-5147-0	Wire, duct & fasteners for install of SCADA control panel	209.09	S135266258.001
19 Stockton Windustrial Co.	10-5147-0	Strut & fittings for installation of SCADA-Cotta-Ferreira/Gotelli	994.63	354770 01/354685/354685
20 TPX Communications	10-5141-0	Dec 2022 telephone charges for SEWD	2,772.67	164838899-0
21 UniFirst First Aid Corp	10-5101-0	CPR training on 12/19/22 & 12/21/22	2,388.00	A650380
22 Verve Networks	10-5143-0	2022 Annual Nimble renewal (12/20/22-12/19/23)	10,175.52	25545
23 Verve Networks	10-5140-0	Managed IT service monthly billing for January 2023	5,164.60	25464
24 Verve Networks	10-5143-0	2 yr Standard SSL renewal	263.97	25536
25 Wille Electric Supply Co, Inc.	10-5147-0	Clamps to install solar panels for SCADA at Cotta-Ferreira & Gotelli	249.17	S2118176.001/S2118501.001
26 Wille Electric Supply Co, Inc.	10-5146-0	Relay plug-in/din mount/screwdriver-installation SCADA panel-Low Lift	117.45	S2118677.001
27 Wille Electric Supply Co, Inc.	10-5146-0	Panel, wire markers-installation of SCADA panel for Low Lift	95.33	S2119312.001
28 XRoads Networks, Inc	10-5141-0	Monthly StarLink SD-WAN by ZeroOutages ISP Dec 2022	345.00	ZO17431
		ADMIN FUND 70 TOTAL	\$32,014.94	

P.R.

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 03, 2023**

	Vendor name	Account #	Description	Amount	Invoice No.
			WATER SUPPLY FUND 71		
29	Contract Coatings Corp.	10-5213-0	Paint for maintenance at Duck Creek trash rack	138.63	00055580
30	Dokken Engineering	10-5205-0	Biological/Cultural survey service Oct/Nov 2022-Watkins Low Water	7,260.00	42210/42491
31	Golden State Irrigation Services	10-5215-0	Pipe wrap for repair on Upper Farmington Canal	35.66	0031498-IN
32	HDS White Cap Construction Supply	10-5215-0	Visqueen/straw wattles-repair Upper Farmington Canal slide area	245.66	10017258063
33	HDS White Cap Construction Supply	10-5215-0	Spade bit for repair to Upper Farmington Canal slide area	4.77	10017264360
34	Holt of CA	10-5213-0	Rental of excavator-320GC for Rock Creek Project	1,629.44	ER7201852010
35	PG&E 1949656419-6	10-5213-0	Gas & Electr 11/02/22-12/13/22 Canal Gate-NM	959.21	19496564196-12/16/22
36	PG&E 1949656419-6	10-5202-0	Gas & Electr 11/02/22-12/13/22 Canal Gate-NH	21,334.37	19496564196-12/16/22
37	PG&E 2333223109-3	10-5213-0	Electricity 11/10/22-12/11/22 Sonora Rd-NMCF	73.44	23332231093-12/12/22
38	PG&E 3117175782-1	10-5213-0	Electricity 11/17/22-12/15/22 Escalon Bellota trash rack	25.11	31171757821-12/16/22
39	PG&E 5598232323-4	10-5213-0	Electricity 11/08/22-12/08/22 E Funck Rd Gates	50.21	55982323234-12/09/22
40	PG&E 6377610771-4	10-5213-0	Electricity 11/08/22-12/08/22 Copperopolis Rd trash rack	74.14	63776107714-12/09/22
41	PG&E 8683314685-4	10-5213-0	Electricity 11/10/22-12/11/22 Duck Creek trash rack	237.59	86833146854-12/12/22
42	San Joaquin County Sheriff Dept.	10-5213-0	Oct 2022 Temp workers for weedeating-Copperopolis Rd	620.00	40821

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 03, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
43 San Joaquin County Sheriff Dept.	10-5213-0	Oct 2022 Temp workers for weedeating-Alpine Rd & Oxford Ct	620.00	40822
44 San Joaquin County Sheriff Dept.	10-5213-0	Oct 2022 Temp workers for weedeating-Esc.Bellota Rd	620.00	40824
45 San Joaquin County Sheriff Dept.	10-5203-0	Oct 2022 Temp workers for weedeating-HWY 26 & Esc.Bellota Rd	560.00	40823
46 San Joaquin County Sheriff Dept.	10-5203-0	Oct 2022 Temp workers for pull down boards for dam removal	1,120.00	40826/40827
47 San Joaquin County Sheriff Dept.	10-5213-0	Oct 2022 Temp workers for Wilson Way/HWY88 dam removal	560.00	40828
48 San Joaquin County Sheriff Dept.	10-5213-0	Oct 2022 Temp workers for Comstock & Tully dam removal	560.00	40829
49 San Joaquin County Sheriff Dept.	10-5213-0	Oct 2022 Temp workers for HWY 88/ Solari Ranch Rd dam removal	560.00	40830
50 San Joaquin County Sheriff Dept.	10-5213-0	Oct 2022 Temp workers for 8-mile dam removal	560.00	40831
51 UniFirst Corporation	10-5213-0	Weekly laundry service 12/15/22 & 12/22/22	220.88	370 1444214/370 1445856
		WATER SUPPLY FUND 71 TOTAL	\$38,069.11	

P.R.

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 03, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
52 Carollo Engineers, Inc	10-5323-0	Hypochlorite disinfection progress bill through 11/30/22	7,892.25	FB30329-8
53 Fastenal Company	10-5341-0	Protective gear-disposable gloves	193.13	CASTC159083
54 FGL Environmental	10-5308-0	Sub contracted analysis-PFOS/PFOA EPA	633.00	255333A
55 FGL Environmental	10-5308-0	SUVA monitoring	281.00	255860A
56 FGL Environmental	10-5308-0	Inorganic analysis- Wet Chemistry-TDS, Conductivity, Bromine, Odor	318.00	256111A/256740A/257318A
57 FGL Environmental	10-5308-0	Inorganic-Metals, Total-As, Fe, Mn/Organic-SRL-524M-TCP	144.00	256112A
58 FGL Environmental	10-5308-0	Coliform bacti monitoring sampled on 10/28/22-12/04/22	1,288.00	256113A
59 Hach Company	10-5307-0	Reagent for lab-Phosphoric Acid/Ammonium Persulfate	680.93	13373275
60 PG&E 1949656419-6	10-5302-0	Gas & Electr 11/02/22-12/13/22 TP-Electric	22.67	19496564196-12/16/22
61 PG&E 1949656419-6	10-5303-0	Gas & Electr 11/02/22-12/13/22 TP-Natural Gas	3,568.37	19496564196-12/16/22
62 PG&E 3795916542-6	10-5302-0	Electricity 11/09/22-12/08/22 6767 E Main-North Raw Water	171.26	37959165426-12/10/22
63 PG&E 7493068226-0	10-5302-0	Electricity 11/16/22-12/14/22 Outdoor Light-TP	11.87	74930682260-12/14/22
64 Rexel USA Inc	10-5323-0	Spare capacitor for P-29 & P-28 VFD	2,491.17	S135140674.001
65 Stockton Scavengers/Waste Management	10-5304-0	Dec 2022 garbage service @6767 East Main St	538.36	0061912-0051-5

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
JANUARY 03, 2023**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
66 Thatcher Company of CA	10-5301-0	Acidified alum delivered on 12/07/22-12/08/22	10,246.83	2022250107869/07868
67 UniFirst Corporation	10-5342-0	Weekly laundry service 12/15/22-12/22/22	628.66	370 1444214/370 1445856
68 Univar USA Inc.	10-5301-0	Caustic soda delivered on 12/13/22	10,039.95	50788186/50788187
69 USA Blue Book	10-5307-0	Replacement bulb & tube buret in lab	51.99	203677
70 Valley Springs Feed & Pet Supply	10-5321-0	WTP security supplies ordered on 12/15/22	45.03	0135
		MUNICIPAL & INDUSTRIAL FUND 94 TOTAL	\$39,246.47	

P.R.

**STOCKTON EAST WATER DISTRICT
INVOICES AND PAYROLL FOR BOARD PACKAGE
JANUARY 03, 2023**

Fund Number	Fund Summary	AP Amount	Payroll Amount
Fund 68	Groundwater Prod. Fund	30,676.61	
Fund 70	Administration Fund	32,014.94	66,881.04
Fund 71	Water Supply Fund	38,069.11	51,816.19
Fund 94	Municipal & Industrial Fund	39,246.47	258,102.78
	TOTAL FUND SUMMARY	\$140,007.13	\$376,800.01

THIS PAGE
INTENTIONALLY
LEFT BLANK

STOCKTON EAST WATER DISTRICT
PAYROLL EXPENSES JANUARY 03, 2023

Vendor name	Description	Amount
	ADMIN FUND 70	
1 SEWD Fund 01-General Fund	Payroll Date - 11/11/22	35,465.22
	Payroll Date - 11/25/22	31,415.82
	ADMIN FUND 70 PAYROLL TOTAL	\$ 66,881.04
	WATER SUPPLY FUND 71	
2 SEWD Fund 01-General Fund	Payroll Date - 11/11/22	23,079.46
	Payroll Date - 11/25/22	28,736.73
	WATER SUPPLY FUND 71 PAYROLL TOTAL	\$ 51,816.19
	MUNICIPAL & INDUSTRIAL FUND 94	
3 SEWD Fund 01-General Fund	Payroll Date - 11/11/22	127,569.89
	Payroll Date - 11/25/22	130,532.89
	MUNICIPAL & INDUSTRIAL FUND 94 PAYROLL TOTAL	\$ 258,102.78
	TOTAL FOR RBM 01/03/2022	\$ 376,800.01

P.R.

THIS PAGE
INTENTIONALLY
LEFT BLANK

Short Names/Acronym List

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

THIS PAGE
INTENTIONALLY
LEFT BLANK

Vehicles	
Unit 36 2004 Chevy Pickup 2500hd Silverado	Pickup Truck
Unit 37-2004 Jeep Grand Cherokee Laredo	Automobile
Unit 47 2008 Chevy Pickup Silverado 2500 4x4	Pickup Truck
Unit 49 2009 Ford Edge AWD - Ltd	Automobile
Unit 55 2010 Ford F150 Pickup	Pickup Truck
Unit 57 2011 Ford F150 Pickup Long Bed	Pickup Truck
Unit 64 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 65 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 66 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 67 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 69 2015 Ford F150 4x4 Supercrew Pickup	Pickup Truck
Unit 74 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 75 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 76 2020 Ford Escape	Automobile
Unit 79 2020 Ford F150	Pickup Truck
Light equipment	
Genie GS 1930 Scissor Lift	Lift
Unit 70 2016 Cat Forklift	Forklift
Unit 58 2014 Polaris Ranger EV- Maintenance	Utility Vehicle
Unit 59 2014 Polaris Ranger EV- Maintenance	Utility Vehicle
Unit 60 2014 Polaris Ranger EV- Operations	Utility Vehicle
Unit 61 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 62 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 63 2014 Polaris Ranger EV- Operations	Utility Vehicle
Heavy equipment	
Mower-walker	Tractor
Unit 16 2003 Ford 450 -- diesel	Heavy Truck
Unit 26 1990 International Dump Truck	Heavy Truck
Unit 29 Caterpillar Backhoe	Heavy Equip.
Unit 31 1998 Freightliner Boom Truck 15 ton	Heavy Truck
Unit 38 John Deere 6420 Tractor	Tractor
Unit 41 Case Tractor 570mxt Turbo	Tractor
Unit 45 2008 Ford F650 Flatbed Truck (diesel)	Heavy Truck
Unit 48 2008 Chevy Kodiak C4500 (diesel)	Heavy Truck
Unit 52 Kubota Tractor	Tractor
Unit 53 2011 Kenworth T300 Dump Truck (dsl)	Heavy Truck
Unit 56 2010 Ford F450 Truck	Heavy Truck
Unit 73 2018 Caterpillar Backhoe	Heavy Equip.
Unit 77 2022 CAT Long Reach Excavator	Heavy Equip.
Accessories	
Dive Boat	Accessory
Boat Trailer	Trailer
Allis-Chalmers Disc	Accessory
Pak Flail Mower (orange)	Accessory
Alamo Articulate Mower Attachment	Accessory
Landpride RCR2596 Rotary Mower	Accessory
Unit 30 Big Tex Equipment Trailer /25,900gvwr	Trailer
Unit 34 2000 Cartaway Tank Trailer /6000gvw	Trailer
Unit 43 2007 Wells Cargo Trailer Model TW122	Trailer
Unit 44 1996 Genie Lift TZ-34/20 Knuckleboom	Trailer
Unit 50 6 Diesel Pump	Trailer
Unit 51 12 Diesel Pump	Trailer
Unit 68 2015 Welding Trailer	Trailer
Unit 71 2017 Utility Landscaping Trailer	Trailer
Unit 72 2002 Utility Trailer	Trailer
Unit 73 2002 Utility Trailer	Trailer
Unit 78 Utility Trailer	Trailer

THIS PAGE
INTENTIONALLY
LEFT BLANK

Memorandum

To: Board of Directors
From: Justin Hopkins – General Manager
Juan Vega – Assistant General Manager
Darrel Evensen – District Engineer
David Vilcherrez – Associate Engineer
Date: 01/03/2023
Re: High Service Pump Station HVAC Retrofit

Background

As a part of the Stockton East Water District's (District) FY 23-24 budget, the Board of Directors (Board) approved \$150,000 to install new HVAC units at the High Service Pump Station based on engineering recommendations. The recommendations call for initial purchase and installation, during FY 23-24, of three, 20-ton units to maintain a temperature of 85°F during the summer months and a fourth 20-ton unit to be purchased in the subsequent fiscal year, for redundancy. As explained in a previous Board Memo, VFD failures occurred recently due to numerous factors including: inoperable fans, insufficient ducting for air conditioning, and additional heat output from newer VFDs.

The addition of the three new HVAC units, along with new ducting and vents, are specifically sized to effectively remove heat generated inside the building. In doing so, the HVAC units will protect the VFDs from experiencing abnormal rises in temperature and seal off the building from dust which may cause equipment failure, unexpected shutdowns, and reduced overall longevity.

Summary

Staff has consulted with three vendors for quotes on the HVAC units: Daikin, CaptiveAire, and Lennox.

Table 1. HVAC Units Quotes

Manufacturer	Number of Units	Capacity (Ton/unit)	Amount	Lead Time
Daikin	3	20	\$120,000	34 weeks
CaptiveAire	3	20	\$144,000	8 weeks
Lennox	3	20	\$160,000	34 weeks

The lowest quote from Daikin for three HVAC units came in at \$120,000, including taxes and shipping.

Financial Impact

This project is budgeted for \$150,000 in FY 23-24 and the lead time is 34 weeks. With such a long lead time, Staff recommends ordering the HVAC units now for delivery and installation

in FY 23-24. The recommended quote of \$120,000 is below the budgeted amount and reserves sufficient funding for installation.

Recommendations

District staff recommends the Board authorize the General Manager to proceed with the purchase of three Daikin 20-ton HVAC units in the amount of \$120,000 plus a 10% contingency of \$12,000, for a total of \$132,000, and make all other necessary approvals.

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

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

RECITALS

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

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

WHEREAS, the Districts and SEWD had previously entered into the transfer of up to 30,000 acre feet annually from 1999 to 2009; and

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

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

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

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

AGREEMENT

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

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

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

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

by Stockton East at the Stockton East tunnel located on the north side of the impoundment behind Goodwin Dam. This definition is intended to include the grammatical variations of the term “**delivery**” including “**deliver**” and “**delivered**,” where such term is used in reference to water.

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

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

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

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

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

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

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

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

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

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

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

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

Policy currently anticipates the following allocations to Stockton East under the following Year Types:

Annual Allocations for Central Valley Project, East Side Division Contractors

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

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

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

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

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

4. COMPLIANCE WITH APPLICABLE LAWS AND OBTAINING APPROVALS:

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

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

5. **PURCHASE PRICE:** Stockton East shall pay Two Hundred Dollars (\$200.00) an acre foot for water diverted and used for irrigation purposes, and Three Hundred Dollars (\$300.00) an acre foot for water diverted and used for municipal and industrial purposes.

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

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

industry. Measurements shall be provided monthly to the Districts in the Years in which water is made available.

8. **PAYMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **DELIVERY SCHEDULE:**

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

B. The parties shall meet in February after DWR’s February forecast is released. Using TDP forecast, DWR forecast, Pacific Institute forecast the parties will work to determine the San Joaquin River Basin Index. The parties will make a determination as to the Index. The parties will then determine the amount of water to be delivered to SEWD.

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

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

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

13. **WATER SUPPLY REDUCTIONS:** The Districts may reduce or terminate the Delivery for any of the following reasons: the Districts' Limiting Conditions arise; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions outside the control of the Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River; and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts. The Districts shall make good faith efforts to avoid such reductions, but Stockton East agrees that Districts shall not be liable for reductions of supply in this Agreement due to the above-stated causes.

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

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

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

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

18. **ASSIGNMENT:** No party may assign its rights or obligations under this Agreement, in whole or in part, without prior written consent of all Parties hereto. Any attempted assignment of this Agreement, in whole or in part, without the prior written consent of all Parties hereto is void. Notwithstanding the foregoing, the Parties

acknowledge that Stockton East has pending a current application before the San Joaquin Local Agency Formation Commission to consolidate with the Central San Joaquin Water Conservation District. Such consolidation is expressly contemplated by this Agreement, and upon consolidation, the phrase “Stockton East” as used in this Agreement shall include the consolidated district.

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

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

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

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

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

shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

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

21. **TERMINATION:** If final CEQA activities and requirements are not satisfied by [REDACTED], 2023, any Party may terminate this Agreement by written notice to the other Party or Parties. If the State Board, Reclamation, or any other state or federal agency, or any state or federal court, exercising jurisdiction over this Agreement and/or the operations of any Party or the Districts' water rights, imposes any requirement, limitation, mitigation, operational restrictions, fees, charges, costs, water right restrictions or operating criteria upon any Party, then any Party may determine that compliance with this Agreement or with such requirement, limitation, restriction or other constraint is not in its best interest and may unilaterally terminate this Agreement upon written notice to the other Party or Parties. If, in either Party's judgment, the costs of litigation, the restrictions or mitigation imposed by any agency or court pursuant to CEQA, or any relief afforded to plaintiffs in an action brought in state or federal court involving this Agreement are too burdensome in relation to the benefits to be received under this Agreement, then any Party may terminate this Agreement upon written notice to the other Party or Parties.

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

23. **OTHER AGREEMENTS:**

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

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

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

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

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

27. **GENERAL INTERPRETATION:** The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any Party.

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

PARTIES:

STOCKTON EAST WATER DISTRICT

DRAFT

By: _____
Justin Hopkins, General Manager

Date: _____

OAKDALE IRRIGATION DISTRICT

DRAFT

By: _____
Scot Moody, General Manager

Date: _____

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

DRAFT

By: _____
Peter Rietkerk, General Manager

Date: _____

Weekly Water Report	As of: Dec. 26, 2022	As of: Jan. 2, 2023	
New Hogan (NHG) TOC	152,100	152,100	AF
Storage:	62,914		AF
Net Storage Change:	+187		AF
Inflow:	49		CFS
Release:	20		CFS
New Melones (NML) Allocation	0	0	AF
Storage:	626,645		AF
Net Storage change:	+10,683		AF
Inflow:	946		CFS
Release:	49		CFS
Source: CDEC Daily Reports			

Goodwin Diversion (GDW)			
Inflow (Tulloch Dam):	49		CFS
Release to Stanislaus River (S-98):	203		CFS
Release to OID (JT Main):	0		CFS
Release to SSJID (SO Main):	0		CFS
Release to SEWD:	<u>0</u>		CFS
Total Release	203		CFS
Source: Tri-Dam Operations Daily Report			
Farmington Dam (FRM)			
Diverted to SEWD:	N/A		CFS
Diverted to CSJWCD:	0		CFS
Source: USACE WCDS Hourly Report			

Surface Water Used			
Irrigators on New Hogan:	0		
Irrigators on New Melones:	0		
Out-Of-District Irrigators:	0		
DJWWTP Production:	18		MGD
North Stockton:	0		MGD
South Stockton:	4		MGD
Cal Water:	20		MGD
City of Stockton DWSP Production:	9		MGD

District Ground Water Extraction			
74-01	880		GPM
74-02	515		GPM
North	504		GPM
South	1,985		GPM
Extraction Well # 1	<u>3,120</u>		GPM
Total Well Water Extraction	7,004		GPM
Total Ground Water Production	10.1		MGD

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

THIS PAGE
INTENTIONALLY
LEFT BLANK



SAN JOAQUIN
— COUNTY —
Greatness grows here.

Registrar of Voters

Olivia Hale, Registrar of Voters

Eric Diaz, Assistant Registrar of Voters

December 2, 2022

Stockton East Water District
Scot Moody
P.O. BOX 5157
STOCKTON, CA 95205

Subject: Certificate of the Registrar of Voters for the General Election held on
Tuesday, November 8, 2022

Dear Scot Moody:

Attached hereto is the official Certification of the November 8, 2022, General Election.

It has been a pleasure to work with you in conducting this election and I look forward to serving you again in any future elections.

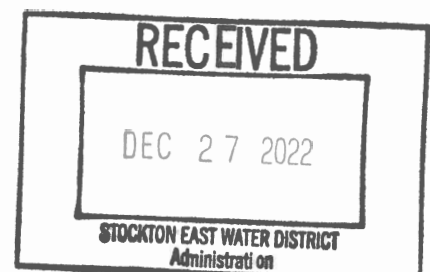
Sincerely,

A handwritten signature in cursive script that reads "Olivia Hale".

Olivia Hale

Enclosures:

Exhibit A (Statement of Votes Cast)
Certificate of Elections Official
Candidate Certificate(s)



EXHIBIT

A

Cumulative Results Report

General Supplemental - Stockton East
Water District

Run Time 11:55 AM
Run Date 12/05/2022

San Joaquin County

General Election Supplemental Ballot

11/8/2022

Page 1

Official Results

Registered Voters
45244 of 0 = 0.00%

Precincts Reporting
0 of 378 = 0.00%

Paper Sheets Counted
45,244

STOCKTON EAST WATER DISTRICT DIVISION 5

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
0	378	0.00%	45,244	0	0.00%

Choice	Party	Vote-By-Mail		Provisional		Total	
ALEXIS ELIZABETH CUETO		8,597	19.54%	0	0.00%	8,597	19.54%
PAUL M. SANGUINETTI		35,391	80.46%	0	0.00%	35,391	80.46%
Cast Votes:		43,988	100.00%	0	0.00%	43,988	100.00%
Undervotes:		1,151		0		1,151	
Overvotes:		12		0		12	
Unqualified Write-Ins:		93		0		93	
Unresolved Write-Ins:		0		0		0	

STOCKTON EAST WATER DISTRICT DIVISION 7

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
0	378	0.00%	45,244	0	0.00%

Choice	Party	Vote-By-Mail		Provisional		Total	
MARY ELIZABETH		15,371	34.66%	0	0.00%	15,371	34.66%
THOMAS MCGURK		28,980	65.34%	0	0.00%	28,980	65.34%
Cast Votes:		44,351	100.00%	0	0.00%	44,351	100.00%
Undervotes:		809		0		809	
Overvotes:		17		0		17	
Unqualified Write-Ins:		67		0		67	
Unresolved Write-Ins:		0		0		0	

*** End of report ***

CERTIFICATE OF THE ELECTIONS OFFICIAL

In the Matter of the CANVASS OF VOTES CAST
at the GENERAL ELECTION
held on November 8, 2022

I, **OLIVIA HALE**, Registrar of Voters of the County of San Joaquin, State of California hereby certify;

THAT an election was held within the boundaries of the County of San Joaquin on Tuesday, November 8, 2022, for the purpose of electing 1 Board Member, Divison 5, and 1 Board Member, Divison 7, each for a 4-year term, to the qualified electors; and I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the Stockton East Water District.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 2nd day of December, 2022, and file this date with the Stockton East Water District.



OLIVIA HALE
Registrar of Voters

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

RESOLUTION

R-22-228

COPY

RESOLUTION ACCEPTING THE CERTIFIED STATEMENT AND RESULTS OF THE
VOTES CAST AT THE GENERAL ELECTION HELD ON TUESDAY, NOVEMBER 8, 2022

WHEREAS, as of December 6, 2022, Olivia Hale, Registrar of Voters, having completed, filed, and entered upon the records of the Board of Supervisors the certified statement and results of votes cast in the County of San Joaquin for all candidates and measures voted for at the General Election held on November 8, 2022 (“2022 General Election”);

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors acting as the Board of Election of San Joaquin County, hereby accepts such certified statement of the vote as the official results of the votes cast in the County of San Joaquin at the 2022 General Election; and,

WHEREAS, the following candidates set forth immediately below have received a majority of all votes cast at the 2022 General Election for their respective offices:

<u>SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT:</u>		
	Trustee Area 3:	Janet Rivera
<u>YOSEMITE COMMUNITY COLLEGE DISTRICT:</u>		
	Trustee Area 1:	Don Davis
<u>LAMMERSVILLE JOINT UNIFIED SCHOOL DISTRICT:</u>		
	Trustee, At-Large:	Vanitha Daniel
	Trustee, At-Large:	Colin Nelson Clements
	Trustee, At-Large (2-Year Unexpired Term):	Lisa Boulais
<u>LINDEN UNIFIED SCHOOL DISTRICT:</u>		
	Trustee Area 1:	Rebecca Hall
	Trustee Area 4:	Jennifer Trotter
<u>LINCOLN UNIFIED SCHOOL DISTRICT:</u>		
	Trustee Area 1:	Allyson Aranda
	Trustee Area 5:	Bonnie Centers
<u>LODI UNIFIED SCHOOL DISTRICT:</u>		
	Trustee Area 3:	Sherry Alexander
	Trustee Area 4:	Courtney Porter
	Trustee Area 5:	Jeff Stroh
<u>MANTECA UNIFIED SCHOOL DISTRICT:</u>		
	Trustee Area 2:	Kathy Howe

RIPON UNIFIED SCHOOL DISTRICT:

Trustee Area 1: Jason Winter
Trustee Area 3: Christopher Oase

STOCKTON UNIFIED SCHOOL DISTRICT:

Trustee Area 2: Angelann Flores
Trustee Area 5: Donald Donaire
Trustee Area 6: Sofia Colon
Trustee Area 7: Kenneth Stevens

TRACY UNIFIED SCHOOL DISTRICT :

Trustee, At-Large: Stephen Abercrombie
Trustee, At-Large: Olinga Yarber-Alexander
Trustee, At-Large: Jeremy Silcox
Trustee, At-Large: R.G. Fagin

OAK VIEW UNION ELEMENTARY SCHOOL DISTRICT:

Trustee, At-Large: Zachary Taylor
Trustee, At-Large: Jordan Pinasco
Trustee, At-Large: Mark Huft

SAN JOAQUIN COUNTY:

Supervisor, District 2: Paul Canepa
Supervisor, District 4: Steven J. Ding

CITY OF ESCALON:

Council Member, At-Large: Andrew Thomas Hagan
Council Member, At-Large: Jeremy Engle
Council Member, At-Large: Malinda Walker
Council Member, At-Large (2-Year Unexpired Term): Shawn Strohman

CITY OF LATHROP:

Mayor: Sonny Dhaliwal
Council Member, At-Large: Paul Akinjo
Council Member, At-Large: Diane Lazard

CITY OF LODI:

Council Member, District 2: Lisa Craig
Council Member, District 3: Cameron Bregman

CITY OF MANTECA:

Mayor: Gary Singh
Council Member, District 3: David Breitenbucher
Council Member, District 4: Mike Morowit

CITY OF RIPON:

Council Member, At-Large: Michael Restuccia
Council Member, At-Large: Dean David Ueker

CITY OF STOCKTON:

Council Member, District 1: Michele Padilla

CITY OF TRACY:

Mayor: Nancy D. Young
Council Member, At-Large: Dan Arriola
Council Member, At-Large: Dan Evans

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT:

Board Member, At-Large: Matt Disko
Board Member, At-Large: Manuel Moreno

RIPON CONSOLIDATED FIRE DISTRICT:

Board Member, At-Large: Bryce Perkins
Board Member, At-Large: Jimmy Barbour

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT:

Board Member, At-Large: John Vieira
Board Member, At-Large: Peter Reece
Board Member, At-Large: Craig Miller

WOODBIDGE FIRE DISTRICT:

Board Member, At-Large: Thomas Alexander
Board Member, At-Large: Richard Gerlack
Board Member, At-Large: Loren W. Moore

SOUTH SAN JOAQUIN IRRIGATION DISTRICT:

Board Member, Division 1: David L. Roos

STOCKTON EAST WATER DISTRICT:

Board Member, Division 5: Paul M. Sanguinetti
Board Member, Division 7: Thomas McGurk

BE IT FURTHER RESOLVED that each candidate set forth above is hereby declared elected and the Registrar of Voters is hereby directed to issue certificates of election as provided by law; and,

BE IT FURTHER RESOLVED that in accordance with Section 8203 of the California Elections Code, the following candidates are hereby declared elected or reelected and the Registrar of Voters is hereby directed to issue certificates of election as provided by law:

JUDGE OF THE SUPERIOR COURT:

OFFICE NO. 1: Antonino J. Agbayani
OFFICE NO. 2: Robin Appel
OFFICE NO. 3: Blanca Adela Bañuelos
OFFICE NO. 4: Jonathan Fattarsi
OFFICE NO. 5: Elizabeth Humphreys
OFFICE NO. 6: Lance Jacot
OFFICE NO. 7: Jayne Chong-Soon Lee
OFFICE NO. 8: Xapuri Villapudua

BE IT FURTHER RESOLVED that the following measures were consolidated with the 2022 General Election, and the results by district are as follows:

STOCKTON UNIFIED SCHOOL DISTRICT

MEASURE C:

Stockton Unified School District Facilities Repair and Improvement Measure
(55% Approval Required)

BONDS YES: 70.73%
BONDS NO: 29.27%

CITY OF TRACY

MEASURE B:

City of Tracy Business Tax Measure
(50% plus 1 Approval Required)

YES: 71.85%
NO: 28.15%

PASSED AND ADOPTED December 13, 2022, by the following vote of the Board of Supervisors, to wit:

AYES: **Villapudua, Miller, Patti, Rickman, Winn**

NOES: **None**

ABSENT: **None**

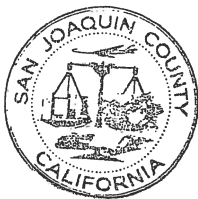
ABSTAIN: **None**

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California

For Rachel DeBord



By *Nichole Lee*
Deputy Clerk



C. Winn

CHARLES WINN
Chairman, Board of Supervisors
County of San Joaquin
State of California

THE FOREGOING IS A CORRECT COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST December 20, 2023
Clerk of the Board of Supervisors
Of the County of San Joaquin, State of California

by: *Nichole Lee* Deputy

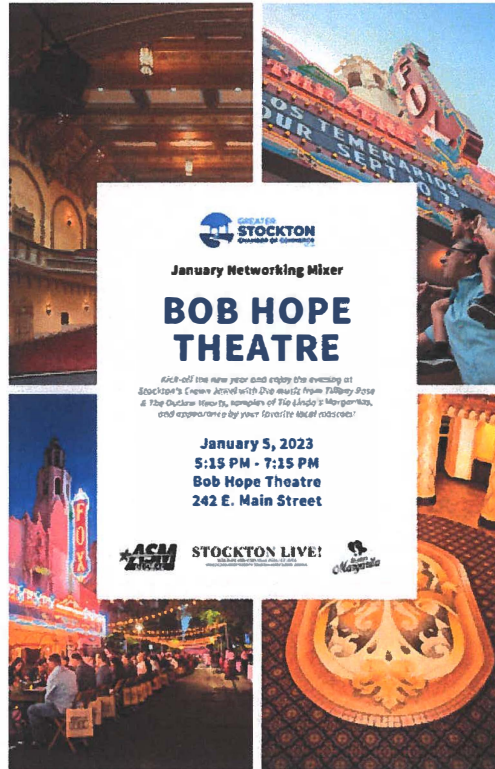
Name: Networking Mixer
Bob Hope Theatre

Date: January 5, 2023

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

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

Register Now



Location:
Bob Hope Theatre
242 E. Main Street
Stockton, CA 95202
[View a Map](#)

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

Contact Information:
Joanne Novinger
[Send an Email](#)
[\[joanne@stocktonchamber.org\]](mailto:joanne@stocktonchamber.org)

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

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

This is your chance to kick-off the new year and enjoy the evening networking at Stockton's Crown jewel, with live music from Tiffany Rose and the Outlaw Hearts while meeting local professionals from the Greater Stockton Chamber. In addition, there will samples from Tia Linda's Margaritas, and appearances by your favorite local mascots! Join the fun and meet contacts to market your business and make 2023 your best year yet!

Set a Reminder:

Enter your email address below to receive a reminder message.

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



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

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

THIS PAGE
INTENTIONALLY
LEFT BLANK