



REGULAR BOARD MEETING

NOVEMBER 3, 2026

DIRECTORS

Richard Atkins
Division 1

Andrew Watkins
Division 2

Ryan Hansen
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Paul Nakaue
Vice President
Division 6

Thomas McGurk
President
Division 7

STAFF

Justin M. Hopkins
General Manager

Juan M. Vega
Assistant General Manager

LEGAL COUNSEL

Jeanne M. Zolezzi
General Counsel

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6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

MEETING NOTICE

A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
STOCKTON EAST WATER DISTRICT WILL BE HELD
AT 12:30 P.M., TUESDAY, NOVEMBER 3, 2026 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.

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

AGENDA

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	4. San Joaquin Farm Bureau Federation Monthly Committee Meeting, 4:30 p.m., 11/11/26	
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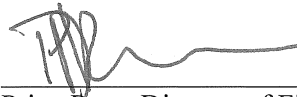
J. Closed Session

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

K. Adjournment

Certification of Posting

I hereby certify that on October 29, 2026, 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 October 29, 2026.



Priya Ram, Director of Finance & Administration
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 people with disabilities.

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THE 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, OCTOBER 20, 2026, AT 12:30 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

President McGurk called the regular meeting to order at 12:30 p.m. Water Supply Manager Donis led the Pledge of Allegiance.

Present at roll call at the District were Directors Atkins, Hansen, McGurk, Panizza, Sanguinetti and Watkins. Also present were Director of Finance & Administration Ram, District Engineer Evensen, Maintenance & Construction Manager Higaes, Water Operations Manager Brothers, Water Supply Manager Donis, Administrative Assistant Rodriguez and Legal Counsel Selke. Manager Hopkins was present via teleconference. Director Nakaue was absent.

B. PUBLIC COMMENT (NONE)

C. CONSENT CALENDAR

1. Minutes 10/06/26 Regular Board Meeting
2. Warrants
 - a. Fund 67 – Agricultural Fund
 - b. Fund 68 – Groundwater Production Fund
 - c. Fund 70 – Administration Fund
 - d. Fund 71 – Water Supply Fund
 - e. Fund 89 – Fish Screen Improvement Fund
 - f. Fund 91 – Vehicle Fund
 - g. Fund 94 – Municipal & Industrial Fund
 - h. Summary
 - i. Short Name/Acronym List
 - j. SEWD Vehicles & Heavy Equipment
3. Warrants – California’s Public Employees’ Retirement System

A motion was moved and seconded to approve the Consent Calendar, as presented.

Roll Call:

Ayes: Atkins, Hansen, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Nakaue

D. SCHEDULED PRESENTATIONS AND AGENDA ITEM

1. Stockton East Water District – Staff Report – Authorize General Manager to Cast Vote in Favor of Amended and Restated Bylaws
Director of Finance & Administration Ram presented the Board with a staff report to Authorize General Manager to Cast Vote in Favor of Amended and Restated Bylaws. Director of Finance & Administration Ram reviewed the staff report and staff provided responses to questions.

A motion was moved and seconded to authorize the General Manager to cast the District’s vote in favor of the proposed Amended and Restated Bylaws, as presented.

Roll Call:

Ayes: Atkins, Hansen, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Nakaue

2. Stockton East Water District – Staff Report – Consideration of Cancellation of the Agricultural Lease with Carna Farming, Inc and Recommendation to the Board of Directors to Enter a New Agricultural Lease with Lagorio Brothers for the North Site Property
Director of Finance & Administration Ram provided the Board with a staff report to Consider Cancellation of the Agricultural Lease with Carna Farming, Inc and Recommendation to the Board of Directors to Enter a New Agricultural Lease with Lagorio Brothers for the North Site Property. Director of Finance & Administration Ram reviewed the staff report and staff provided responses to questions.

Director Hansen noted during the previous Regular Board Meeting, concerns were raised regarding the \$1 million liability insurance requirement. Director of Finance & Administration Ram clarified that Lagorio Brothers carry liability coverage exceeding \$1 million and confirmed that the contract will be updated accordingly.

Director Sanguinetti inquired if the District should be listed on Lagorio Brothers insurance. President McGurk responded the District is already additionally insured by the tenant.

Director Hansen inquired whether the property leased by the District had ever been put out to bid for other interested parties. Director of Finance & Administration Ram replied no.

A motion was moved and seconded to authorize a new agricultural lease for the North Site Property with Lagorio Brothers, as presented.

Roll Call:

Ayes: Atkins, Hansen, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Nakaue

E. COMMITTEE REPORTS

1. San Joaquin Farm Bureau Federation Monthly Water Committee Meeting, 10/14/26
Director Watkins, Director Sanguinetti and Water Supply Manager Donis attended the San Joaquin Farm Bureau Federation Monthly Water Committee Meeting. Water Supply Manager Donis reported North San Joaquin delivered 1,900 acre-feet of water this season, marking its highest delivery level since 1973. Dante Nomellini of the Central and South Delta announced his plans for retirement. Delta districts are declaring local emergencies in connection with the Governor's September 25, 2026, El Niño declaration and plan to end water runs on October 26, 2026. Water Supply Manager Donis also reported South San Joaquin Irrigation District (SSJID) successfully removed the digger from the canyon tunnel with minimal damage and is awaiting OSHA approval to resume work. Additionally, an invasive mussel tour spanning 19 Western states included 87 participants focused on pursuing research opportunities and infrastructure funding. Director Sanguinetti noted Central San Joaquin Water Conservation District (CSJWCD) reported an overdraft alert on a Farmington-area well undergoing review and discussed weather forecasts comparing current El Niño patterns to wet years in 2017 and 1936.

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 10/20/26

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 October 5th

2. Information Items: None

3. Report on General Manager Activities

a. Stockton East Water District's Activities Update

Manager Hopkins reported he attended a meeting hosted by Congressman Costa. The Bureau of Reclamation reported it is expediting Section 215 water diversion applications. The U.S. Army Corps of Engineers plans to release the updated Water Control Manual incorporating Forecast-Informed Reservoir Operations (FIRO) for Oroville and New Bullards Bar Reservoir in mid-2027, while the New Hogan Water Control Manual update is anticipated in 2029–2030. The State Water Resources Control Board also confirmed high-flow diversions require reporting but do not require separate permits.

Manager Hopkins reported the Central Valley Water Supply Coalition is officially formed, and the letters have been mailed.

Manager Hopkins reported The Gualco Group is coordinating a D.C. advocacy trip scheduled for December 7–9, 2026, to engage with the four congressional representatives following redistricting and pursue reimbursement for FEMA flood damage claims that have been outstanding for three years.

Manager Hopkins reported he attended a meeting regarding the DREAM Bigger project with Supervisors Dhaliwal and Ding. Under the protest dismissal agreement, the groundwater export permit must be issued by December 31, 2027.

Manager Hopkins reported he attended an ACWA Region 4 policy guidelines meeting with Director Watkins to advocate for the inclusion of smaller regional projects, such as the Farmington Reservoir, in state priority designations.

Manager Hopkins reported that the MICUP program environmental impact report received 131 comments submitted through 16 letters, which are currently under review.

Manager Hopkins provided the Board with the equipment use for the week of October 12th.

4. Stockton East Water District Operations, Water Supply and Finance Update

Water Operations Manager Brothers presented the Board with a WTP Update. Water Operations Manager Brothers reported, for the month of September, the WTP collected 95 samples and there were 0 samples that tested positive for Coliform and E.coli. The rain totals for the past 30 days were 0.00 inches and the surface water production for the WTP was 4,536 AF and City of Stockton WTP was 1,546 AF. The groundwater production for Stockton East Water District was 18 AF, California Water Services was 303 AF and City of Stockton was 0 AF. Lastly, the TTHM average was 25 ppb and free chlorine average was 1.08 ppm.

Water Supply Manager Donis provided the Board with a Water Supply update. Water Supply Manager Donis reported that New Melones combined total was 35,000 AF, SEWD total year-to-date 32,746 AF with the remaining total of 2,254AF. New Hogan Lake from April 2026 to date is

56,867 AF, 2,523 AF less than 2025. Water Supply Manager Donis also reported that the 14 groundwater monitoring wells have declined by an average of 16.45 feet.

Director of Finance & Administration Ram provided the Board with an update on Finance, Administration, Human Resources, and Safety & Compliance activities.

Director Ram reported that during the second quarter of FY 2026–2027, covering July through September, the District earned approximately \$399,277 in investment income, representing a 16.39% increase over the first quarter. Total investment income for the first six months of the fiscal year was approximately \$742,277. As of September, the California CLASS yield was 3.8181%, compared to 3.7484% in August, while the LAIF rate was 3.97%.

Director Ram further reported that the District's financial information had been submitted to the auditor for final review and issuance of the audit opinion. The completed audit is scheduled to be presented to the Board on November 17, 2026. Additionally, the District successfully went live with its new Tyler Technologies financial software during the first week of October.

Regarding Human Resources, Director Ram reported that staff is working on the District's personnel staffing study, reviewing employee sick leave and vacation usage, and updating employee job descriptions. Administration staff continues to support various District and Board initiatives, coordination of Board and General Manager meetings, lobbying reporting requirements, and the GSA onboarding project.

Lastly, Director Ram provided an update on Safety & Compliance activities. Staff is addressing findings identified during the Aboveground Petroleum Storage Act (APSA) inspection, implementing corrective actions, and documenting completed corrections for submission by the October 22, 2026, compliance deadline. The Safety & Compliance team is also transitioning the District's Material Safety Data Sheet (MSDS) management system from Velocity to Novara to improve document management and accessibility.

5. The Gualco Group Monthly Update

Kendra Daijogo with The Gualco Group presented the Board with a monthly update. Ms. Daijogo reported the federal lame-duck session is expected to begin in early November, with a focus on Fiscal Year 2027 appropriations and expiring authorizations. The California Legislature will convene an organizational session on December 7 to swear in approximately 21 new members, representing 17% turnover, while discussions continue regarding potential Senate leadership changes. Ms. Daijogo also reported SB 1153 was passed and signed into law, limiting water districts' liability for wildfire impacts outside their water supply responsibilities. AB 2180 also passed. Additionally, the Governor signed AB 2032 Ransom, which streamlines California Department of Fish and Wildlife permitting golden mussel control. However, the Governor vetoed AB 1881 and AB 2218, which addressed tribal water consultation, citing administrative overlap and implementation ambiguities. The bills are expected to be reintroduced under the next governor in January.

G. DIRECTOR REPORTS

1. Eastern San Joaquin Groundwater Authority Board Meeting, 10/14/26

Director Panizza, Director Watkins and Manager Hopkins attended the Eastern San Joaquin Groundwater Authority Board Meeting. Director Panizza reported the Board approved the

September 9th meeting minutes, ESJGWA Board established a maximum claim limit of \$30,000 for well upgrades related to over pumping and declining groundwater levels, approved funding agreements for monitoring wells, and authorized the archiving of online meetings. The proposal from Self-Help Enterprises (SHE) for well mitigation services was deferred to a special meeting scheduled for November 10, 2026, due to insufficient cost information.

2. 2026 State of the County, 10/14/26

Director Watkins, Director Hansen and Manager Hopkins attended the 2026 State of the County. Director Watkins reported the State of the County event took place at the Great Wolf Lodge. Director Hansen reported it featured county department exhibits and highlighted a new mental health and substance abuse intake facility designed to streamline law enforcement handoffs outside standard hospital restrictions.

H. COMMUNICATIONS

1. Ag Ventures San Joaquin County Thank You Letter, 09/22/26

Director McGurk provided the Board with a Thank You Letter from Ag Ventures.

2. Central Valley Water Supply Coalition Letter, 10/15/26

Director McGurk provided the Board with the Central Valley Water Supply Coalition letter and map.

I. AGENDA PLANNING/UPCOMING EVENTS

1. Agricultural Operations Committee Meeting, 10:00 a.m., 10/21/26

This meeting has been cancelled

2. Municipal Operations Committee Meeting, 12:30 p.m., 10/21/26

This meeting has been cancelled

3. Administration Committee Meeting, 12:30 p.m., 10/21/26

This meeting was re-scheduled to October 28th at 9:00 a.m.

4. San Joaquin County Flood Control and Water Conservation District Advisory Water Commissions Meeting, 1:00 p.m., 10/21/26

5. 41st Annual San Joaquin County Agricultural Hall of Fame, 5:30 p.m., 10/21/26

J. REPORT OF THE COUNSEL (NONE)

President McGurk adjourned the meeting to closed session at 1:28 p.m. The regular meeting reconvened at 1:29 p.m., with no reportable action.

K. STOCKTON EAST WATER DISTRICT BOARD OF DIRECTORS TOUR

1. New Solar Facility

2. George Watkins Crossing

3. Marciano Property

4. Bellota Weir Project

L. ADJOURNMENT

President McGurk adjourned the meeting at 3:55 p.m.

Respectfully submitted,

Justin M. Hopkins
General Manager

br

DRAFT

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		GROUNDWATER PROD. FUND 68		
1 PG&E 1289619691-7	10-53020-	Electricity 09/08/26-10/06/26 E Main-Extraction Well South	194.60	12896196917-10/14/26
2 PG&E 1949656419-6	10-53020-	Gas & Electr 09/12/26-10/12/26 Bellota Block House -NM	1,046.16	19496564196-10/19/26
3 PG&E 4758034525-5	10-53020-	Electr 09/08/26-10/06/26 6767 E Main-Extraction Well North	312.01	47580345255-10/14/26
		GROUNDWATER PROD. FUND 68 TOTAL	\$1,552.77	

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Agenda Item: C-2a
Date: 11/03/26

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
4 ACWA Joint powers Insurance Authority	10-50480	1st Qtr 2027 worker's compensation insurance-EMP- Sales/Meter	2,261.38	07/01/26-09/30/26
5 ACWA Joint powers Insurance Authority	10-50480	1st Qtr 2027 worker's compensation insurance-EMP- DIR	155.02	07/01/26-09/30/26
6 ACWA Joint powers Insurance Authority	10-50480	1st Qtr 2027 worker's compensation insurance-EMP- Clerical	1,582.02	07/01/26-09/30/26
7 Amazon Capital Services Inc	10-51250-	Office supplies ordered on 10/08/26, 10/14/26 & 10/16/26	188.75	1RJ3-V1QN-VDXN/FR/LW
8 Amazon Capital Services Inc	10-51270-	Office expense on 10/07/26	87.70	1WRI-3HMC-1VYV
9 Amazon Capital Services Inc	10-51270-	Meeting expense on 10/07/26	62.92	1C9W-DFC6-TVXM/JNK
10 California Rural Water Association	10-51050	2026/2027 CRWA membership 11/01/26-11/30/27	278.00	6747
11 California Special Districts Association	10-51050	2027 CSDA membership dues (01/01/27-12/31/27)	2,647.23	640-2027
12 California Special Districts Association	10-17100	2027 CSDA membership dues (01/01/27-12/31/27)	8,088.77	640-2027
13 CCT Telecommunications	10-51410-	Update usernames & model templates for all phones	75.00	325029
14 Cerida Investment Corp.	10-51410-	Answering service from 10/20/26-11/16/26	156.00	112-97838
15 Employment Development Dept. (EDD)	10-50470	EDD Unemployment	41.00	L1671592752
16 In-Situ, Inc.	10-51460-	Level sensors (2) with cable 175 ft. & 250 ft.	6,565.49	INV130308
17 Kevin Charles Harvey	10-51540-	Leadership coaching sessions (8)	1,499.00	INV-124
18 Kyle Brothers	10-51040	2026 Leadership Retreat- Mileage reimbursement	111.65	750
19 Liebert Cassidy	10-51500	Professional services through 09/30/26	1,275.00	334751
20 North San Joaquin Water Conservation District	10-51540-	MICUP through 08/31/26	20,890.10	MICUP-2
21 Priya Ram	10-51040	2026 Leadership Retreat- Mileage reimbursement	111.65	751
22 Quadient Finance USA Inc/ Neofunds	10-51250	Supplies for postage machine	218.46	739
23 Quadient Finance USA Inc/ Neofunds	10-51260	Postage - Progress Billing 2026	3,000.00	739
24 Quill Corporation	10-51250-	Office supplies ordered on 10/08/26	424.25	50653004/50669649
25 Raftelis Financial Consultants Inc	10-51540-	Prof. water rate study services September 2026	1,500.00	48899
26 SEWD Petty Cash	10-51140	San Joaquin County Records- Easement recording	11.00	704
27 SEWD Petty Cash	10-51540	District values Integrity- R. Cruz	150.00	706
28 SEWD Petty Cash	10-22990	Reimb. Stale Dated check# 9545 Dated 09/26/25 Director Watkins	63.00	708
29 SEWD Petty Cash	10-51270	Deposit for Employee Appreciation meal expense (El Mojarita)	100.00	82726
30 SEWD Petty Cash	10-51270	Reimb. new employee lunch	129.82	92626
31 SEWD Vehicle Fund	10-51810-	August 2026-Vehicle Mileage Reimbursement-Admin	4,405.44	August 2026- Admin

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
32 Smart & Final	10-51270-	Board Room/Break Room Supplies on 10/14/26	389.78	012855
33 The Record	10-51330-	Preliminary BMP Public Notice on 09/25/26	224.70	7913365
34 Tyler Technologies, LLC	10-51450-	Implementation of Financial software 10/01/26-10/07/26	4,200.00	045-582555/045-583166
35 UniFirst First A	10-51010-	CPR Training (20 SEWD employees)	2,090.00	37060000030
36 US Bank Corporation	10-51270-	Meeting expense on 08/13/26- Vistage meeting	17.00	Cahoon8501-102226b
37 US Bank Corporation	10-51410-	Monthly service 10/08/26-11/08/26- StarLink	55.00	Cahoon8501-102226c
38 US Bank Corporation	10-51040-	2026 Leadership Retreat- Parking expense C. Donis	43.98	Donis8601-082426a
39 US Bank Corporation	10-51040-	2026 Leadership Retreat- Parking expense D. Evensen	43.98	Evensen3257-082426a
40 US Bank Corporation	10-51040-	2026 Western GW Congress registration- D. Evensen	350.00	Evensen3257-082426b
41 US Bank Corporation	10-51040-	2026 Western GW Congress- Parking expense	54.00	Evensen3257-082426c
42 US Bank Corporation	10-51040-	2026 Western GW Congress- Travel expense	221.81	Evensen3257-082426d
43 US Bank Corporation	10-51040-	2026 Western GW Congress- Meal & travel expense	107.51	Evensen3257-102226abd
44 US Bank Corporation	10-51040-	2026 Leadership Retreat- Parking expense D. Higuera	43.98	Higuera1184-082426b
45 US Bank Corporation	10-51030-	2026 MOE Regions 284 Event registration - A. Watkins	75.00	Hopkins1198-102226g
46 US Bank Corporation	10-51040-	2026 Leadership Retreat- Parking expense K. Brothers	43.98	Hopkins9020-082426h
47 US Bank Corporation	10-51270-	Office expense on 09/29/26 & 10/08/26	217.98	Ram7551-102226ac
48 US Bank Corporation	10-51270-	Board Room/Break Room Supplies purchased on 10/02/26	126.92	Ram7551-102226b
49 US Bank Corporation	10-51030-	2026 SJC Ag Hall of Fame registration- P. Ram	85.00	Ram7551-102226d
50 US Bank Corporation	10-51270-	Meeting expense on 10/02/26 & 10/08/26	569.07	Rangel5834-102226aef
51 US Bank Corporation	10-51270-	Board meeting supplies/meal expense on 10/06/26	529.42	Rangel5834-102226cd
52 US Bank Corporation	10-51270-	Board Room/Break Room Supplies purchased on 10/14/26	145.57	Rangel5834-102226g
53 US Bank Corporation	10-51270-	Meeting expense on 06/30/26	59.48	Vega2302-072226a
54 US Bank Corporation	10-51270-	Meeting expense on 09/24/26	41.05	Vega2302-102226a
55 US Bank Corporation	10-51010-	Orange safety shirts Maintenance & WS (105)	2,009.18	Vega2302-102226d
56 US Bank Corporation	10-51040-	2026 Denmark Trip- Parking expense	220.00	Vega2302-102226e
57 Verve Networks	10-51430-	Microsoft 365 Monthly Billing October 2026	1,443.90	37158
58 Weather Tools, Inc.	10-51100-	California Annual Precipitation reports 11/01/26-10/31/27	3,413.01	WY2627
59 Weather Tools, Inc.	10-17100-	California Annual Precipitation reports 11/01/26-10/31/27	4,836.99	WY2627
60 Woodard & Curran	10-51100-	Prof serv GW Modeling Support through 09/26/26	24,532.50	ARIV1001271
61 Xerox Financial	10-51240-	Monthly lease Plotter Printer- 10/18/26-11/17/26	747.85	42915712
62 XRoads Networks	10-51410-	Internet (StarLink) charges October 2026	345.00	ZO40297
63 Zanjero, Inc.	10-51540	Prof. Services for 08/28/26-09/30/26	4,390.00	1595157
		ADMIN FUND 70 TOTAL	\$107,752.29	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Agenda Item: C-2c

Date: 11/03/26

Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
64 7-11 Material Inc	10-52050-	G. Watkins LWC pri- Concrete delivered on 10/02/26 (133 CY)	28,435.26	410173636/410173707
65 ACWA Joint Power	10-50570	1st Qtr 2027 worker's compensation insurance-EMP- Irrigation	9,483.46	07/01/26-09/30/26
66 ACWA Joint Power	10-50480	1st Qtr 2027 worker's compensation insurance-EMP- Irrigation	18,242.97	07/01/26-09/30/26
67 Cal-West Concrete	10-52050	G. Watkins LWC pri- Concrete cutting	3,520.00	40604
68 Cintas Corporation	10-52130-	Weekly uniform & laundry service week of 10/08/26 & 10/15/26	218.34	4285052310/4285854813
69 Delta Cable & Supply, Inc.	10-52020-	Lifting slings (7) for dam removal	892.05	50637
70 F.T.G. Construction	10-52050-	G. Watkins LWC pri- 3/4" Virgin AB (12 loads)	9,381.84	1044285/1044286/1044500
71 George Reed Inc.	10-52020	Rip Rap - 12" Minus (1 Load) for Hosie Ditch	594.37	100414876
72 Golden State Lumber	10-52050	G. Watkins LWC pri- Lumber	1,386.00	8673695
73 Grainger, Inc.	10-52020	USB cables for Meters	31.32	90957289563
74 Grainger, Inc.	10-52020	Cogged V-Belts for -Bellota Trash Rack	33.45	9110287670
75 HDS White Cap Construction Supply	10-52050	G. Watkins LWC pri- Materials and supplies	2,456.69	10024967223/31/26/41
76 Hixco	10-52050	G. Watkins LWC pri- Materials and supplies	5,169.95	3015302/3015301/3015300
77 Interstate Concrete Pumping	10-52050-	G. Watkins LWC pri- Concrete pumping (350 yds)	5,674.90	328558
78 Knife River Construction/ Concrete Inc	10-52050	G. Watkins LWC pri- Concrete (83 bags)	5,284.32	469620/470118
79 Knight's Site Service	10-52050	G. Watkins LWC pri- Rental water tanks 10/08/26-11/04/26	1,107.36	287433
80 Mobile Modular Portable	10-52050-	G. Watkins LWC pri- Rental office 10/05/26-11/03/26	801.13	302454928/302454930
81 Motive Energy, LLC	10-52130-	Batteries (2) for PC-3 radio	348.69	STK75000
82 Motive Energy, LLC	10-52130-	Batteries (2) for 66 vault radio	348.69	STK73749
83 PG&E 1949656419-6	10-52020-	Gas & Electr 09/12/26-10/12/26 TP-Natural Gas	162.76	19496564196-10/19/26
84 PG&E 1949656419-6	10-52130-	Gas & Electr 09/12/26-10/12/26 TP-Electricity	2,704.28	19496564196-10/19/26
85 PG&E 2333223109-3	10-52130-	Electr 09/10/26-10/08/26 Sonora Rd-NMCF	304.06	23332231093-10/15/26
86 PG&E 3117175782-1	10-52130-	Electr 09/16/26-10/14/26 Escalon Bellota trash rack	1,013.99	31171757821-10/22/26

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
87 PG&E 5598232323-4	10-52130-	Electr 09/08/26-10/06/26 E Funck Rd Gates	1,113.81	55982323234-10/14/26
88 PG&E 6377610771-4	10-52130-	Electr 09/08/26-10/06/26 Copperopolis Rd trash rack	678.82	63776107714-10/14/26
89 PG&E 8683314685-4	10-52130-	Electr 09/10/26-10/08/26 Duck Creek trash rack	1,153.47	86833146854-10/15/26
90 Platt Electric Supply	10-52130-	Conduit (30), gaskets (5), fittings (15), clamps, & fastener for PC-3	422.49	7591058/7580326
91 Platt Electric Supply	10-52130-	Conduit fittings (2) & sealing ring for PC-3 radio	35.43	7596791
92 San Joaquin County Sheriff Dept.	10-52050-	G. Watkins LWC prj- Temp workers- Weed abatement on 09/28/26	686.00	44153
93 San Joaquin County Sheriff Dept.	10-52020-	September 2026 Temp workers- Weed abatement- NH	2,896.00	44149/44150/44151/44152
94 SEWD Petty Cash	10-52050	Reimb. G. Watkins LWC prj- Keys	12.93	705
95 SEWD Vehicle Fund	10-52180-	August 2026-Vehicle Mileage Reimbursement-NM	17,897.43	August 2026-NM
96 SEWD Vehicle Fund	10-52070-	August 2026-Vehicle Mileage Reimbursement-NH	22,281.79	August 2026-NH
97 Stockton Windustrial	10-52130-	Trash Rack Generator Provision prj- Fasteners (12)	38.48	409558 01
98 Synergy Rents LLC	10-52050-	G. Watkins LWC prj- Rental articulating loader 09/30/26-10/28/26	6,222.56	1663755-0001
99 Synergy Rents LLC	10-52050-	G. Watkins LWC prj- Rental excavator 09/30/26-10/28/26	9,277.28	1663782-0001
100 Synergy Rents LLC	10-52050-	G. Watkins LWC prj- Rental water truck 09/25/26-10/23/26	3,977.14	1164112-0001
101 The Home Depot	10-52050-	G. Watkins LWC prj- Garden hoes (2)	76.26	8024201
102 United Rentals	10-52050-	G. Watkins LWC prj- Masonry blade	76.30	268996770-001
103 US Bank Corporation	10-52020-	RX Basic for Hobo flow meters for spill sites 04/14/26-05/13/26	41.36	Teixeira2598-052226f
104 US Bank Corporation	10-52020-	RX Basic for Hobo flow meters for spill sites 04/14/26-05/13/26	41.36	Teixeira2598-062226a
		WATER SUPPLY FUND 71 TOTAL	\$164,524.79	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Agenda Item: C-2d
Date: 11/03/26

Vendor name	Account #	Description	Amount	Invoice No.
		FISH SCREEN IMPROVEMENT FUND 89		
105 ECORP Consulting	10-51800	Bellota Fish Screen and Passage Improvement prj- Professional Serv. 09/01/26-09/3	675.00	111783
106 Fishbio	10-51800	Bellota Weir Mod prj-Prof Serv. Sept 2026	29,603.20	5529
107 HDR Engineering, Inc.	10-51800	Bellota Weir Mod prj -Prof Serv 08/23/26-09/26/26	106,274.54	1200871822
108 Moore Biological	10-51800-	Bellota Weir Mod prj- Prof serv. September 2026	767.60	3853/09-26
109 Shimmick Construction Company Inc	10-51800-	Bellota Weir Mod prj- Construction of Bellota Weir. RBM 07/08/25	3,242,746.55	Application 15
		FISH SCREEN IMPROVEMENT FUND 89 TOTAL	\$3,380,066.89	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		VEHICLE FUND 91		
110 AC3	10-51820	Annual Crane inspection for Unit 56 & Unit 95	1,350.00	23460
111 AutoZone Stores	10-51820	Oil drain plug for Unit 83	6.26	04036258036
112 C&R Royal SVC In	10-51820	Oil for Unit 76. Air filter for Unit 84 & Unit 85	209.87	034498
113 C&R Royal SVC In	10-51820	Drain plug gaskets (4) & degreaser for Shop stock	87.29	034499/034539
114 Kludt & Sons, Inc	10-51820-	Unleaded gasoline (1000 gallons)	6,067.59	347244
115 US Bank Corporation	10-53430-	Towing plug adapter	17.43	Cahoon8501-102226a
		VEHICLE FUND 91 TOTAL	\$7,738.44	

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Agenda Item: C-2e
Date: 11/03/26

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
116 ACWA Joint Power	10-50480	1st Qtr 2027 worker's compensation insurance-EMP- AWP	2,178.01	07/01/26-09/30/26
117 ACWA Joint Power	10-50480	1st Qtr 2027 worker's compensation insurance-EMP- Waterworks	45,416.46	07/01/26-09/30/26
118 ACWA Joint Power	10-50480	1st Qtr 2027 worker's compensation insurance-EMP- Sales/Meter	3,749.40	07/01/26-09/30/26
119 ACWA Joint Power	10-50480	1st Qtr 2027 worker's compensation insurance-EMP- Clerical	11.93	07/01/26-09/30/26
120 Alumichem USA Inc	10-53010-	ACH delivered on 09/22/26	30,149.64	INV28085
121 Amazon Capital Services Inc	10-53410-	Rubber boots (4) & hip waders	536.61	1RKR-9VDN-NM16/T9
122 Amazon Capital Services Inc	10-53210-	Security supplies ordered on 10/06/26	21.53	1X3J-TFRM-TXYY
123 AutoZone Stores	10-53210	Adhesive and sealant for leak repair at Boiler Condensation trap	31.53	04036260141
124 California Pest Control	10-53250	Rodent Abatement for buildings at TP 10/11/26	339.00	231432
125 Central Valley Rentals	10-53230	Utility Water Pump Station pri- Rental of 16' Trailer 10/03/26-10/09/26	368.25	R50567
126 Chemtrade Chemicals	10-53010-	Acidified Alum delivered on 10/01/26 & 10/07/26	34,891.56	90460395-90460394
127 Cintas Corporation	10-53420-	Weekly uniform & laundry service week of 10/08/26 & 10/15/26	621.54	4285052310/4285854813
128 FGL Environmental	10-53080-	Coliform bacti monitoring sampled on 09/11/26-10/03/26	3,451.00	653846A-654924A
129 FGL Environmental	10-53080-	Inorganic analysis on 09/14/26-09/22/26	273.00	653872A-654373A
130 FGL Environmental	10-53080-	Organic analysis on 09/14/26 & 09/15/26	683.00	653873A-653964A
131 FGL Environmental	10-53080-	Subcontracted analysis on 08/03/26-09/22/26	13,581.00	651406A-654378A
132 Grainger, Inc.	10-53210	UPS for Ops	590.78	9092708503
133 Grainger, Inc.	10-53440	First aid kit supplies	102.90	9088366407
134 Grainger, Inc.	10-53210	Eyewash heads (3) for Tank Farm eyewash station & UPS	250.62	9107160468
135 Grainger, Inc.	10-53220	Coil for Motor testing station	168.03	9116066136
136 Hlxco	10-53440	Fasteners for Bin Stock	32.64	3008160
137 Hlxco	10-53440	Fasteners for Bin Stock	150.47	3009019
138 JCI Jones Chemicals	10-53010-	12.5% Sodium Hypochlorite delivered 09/29/26-10/09/26	26,760.94	1008552/1009550/1008946
139 Motion Industries, Inc.	10-53210	Bearing cones and cup for Filter #5	74.14	CA14-01172810
140 Motive Energy, LLC	10-53210-	Batteries (12) for White House 1 & 2 UPS's	236.52	STK73439

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
141 Motive Energy, LLC	10-53210-	Batteries (4) for Hypo building UPS	251.94	STK73014
142 PG&E 0908023195-5	10-53020-	Electricity 09/18/26-10/18/26 WTP East Side Feeder	38,454.56	09080231955-10/19/26
143 PG&E 1949656419-6	10-53020-	Gas & Electr 09/12/26-10/12/26 Bellota Block House-NH	25.68	19496564196-10/19/26
144 PG&E 1949656419-6	10-53030-	Gas & Electr 09/12/26-10/12/26 Extraction Well #1	622.55	19496564196-10/19/26
145 PG&E 2544904013-5	10-53020-	Electr 09/18/26-10/18/26 TP HS @6749 E Main	195,488.44	25449040135-10/19/26
146 PG&E 3795916542-6	10-53020-	Electr 09/08/26-10/06/26 6767 E Main-North Raw Water	263.15	37959165426-10/14/26
147 PG&E 7493068226-0	10-53020-	Electr 09/15/26-10/13/26 Outdoor Light-TP	13.44	74930682260-10/20/26
148 Platt Electric Supply	10-53260-	Wire covers (2) for Lab phone installation	7.37	7R24821
149 Platt Electric Supply	10-53210-	Switch, contact blocks & mounting latch for Ops	66.71	7S93015
150 Platt Electric Supply	10-53210-	Strut (5), braces (45), fasteners (130) & caps (11)	715.97	7S99485
151 Platt Electric Supply	10-53440-	Cable ties (25)	28.55	7T04310
152 Platt Electric Supply	10-53210-	Fuses (10) for basement & LLPS radio installation	24.07	7S90634
153 Platt Electric Supply	10-53210-	Contact blocks & wire terminal for LLPS radio	48.30	7T29775
154 Rexel USA Inc	10-53220-	Rockwell VFD Insert prj- Critical VFD for inventor	18,659.63	5145865847.001
155 San Joaquin County Sheriff Dept.	10-53240-	September 2026 Temp workers- Weed abatement- TP	724.00	44154
156 SEWD Vehicle Fund	10-51810-	August 2026-Vehicle Mileage Reimbursement-M&I	5,261.95	August 2026-M&I
157 Stockton Windustrial	10-53210-	Pipe (10ft), fittings (22) & adhesives	231.61	409552 01
158 Stoneridge Roofing	10-53260-	Repurpose Chlorine Room prj- Remove & replace 6 skylights	18,500.00	648
159 SunE Solar Mission	10-53020-	Energy produced on low & high side solar panels Sept. 2026	26,545.83	90006012
160 The Home Depot	10-53440-	Garden hoes (4) & rakes (5)	272.26	8024201A
161 United Rentals	10-53230-	Utility Water PS prj- Rental rammer large 09/23/26-10/21/26	1,126.43	267958925-002
162 United Rentals	10-53230-	Utility Water PS prj- Rental concrete saw 10/01/26-10/09/26	832.81	268398843-001
163 Univar USA Inc.	10-53010-	Caustic Soda delivered 09/25/26 & 10/06/26	19,714.41	54203282-54203284
164 US Bank Corporation	10-53210-	8-Port ethernet switch for Hypo building cameras	977.34	Teixeira2598-102226a
165 US Bank Corporation	10-53210-	Security supplies	137.75	Wunder3017-082426a
166 USA Blue Book	10-53070-	Hach sodium thiosulfate cartridges (2) for Lab	98.45	INV01185037
167 USALCO	10-53010-	1 load PACI delivered 10/01/26	20,167.00	910255568
168 Valley Landscaping & Maintenance Inc	10-53250-	Repair rotor & valve for TP sprinkler system	717.00	93889
		MUNICIPAL & INDUSTRIAL FUND 94 TOTAL	\$514,647.70	

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STOCKTON EAST WATER DISTRICT
PAYROLL EXPENSES NOVEMBER 03, 2026

Vendor name	Description	Amount
	ADMIN FUND 70	
1 SEWD Fund 01-General Fund	Payroll Date - 10/09/2026	49,048.48
	Payroll Date - 10/23/2026	53,582.82
	ADMIN FUND 70 PAYROLL TOTAL	\$ 102,631.30
	WATER SUPPLY FUND 71	
2 SEWD Fund 01-General Fund	Payroll Date - 10/09/2026	46,674.65
	Payroll Date - 10/23/2026	47,473.33
	WATER SUPPLY FUND 71 PAYROLL TOTAL	\$ 94,147.98
	MUNICIPAL & INDUSTRIAL FUND 94	
3 SEWD Fund 01-General Fund	Payroll Date - 10/09/2026	164,153.46
	Payroll Date - 10/23/2026	170,435.64
	MUNICIPAL & INDUSTRIAL FUND 94 PAYROLL TOTAL	\$ 334,589.10
	TOTAL FOR RBM 11/03/26	\$ 531,368.38

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**STOCKTON EAST WATER DISTRICT
INVOICES AND PAYROLL FOR BOARD PACKAGE
NOVEMBER 03, 2026**

Fund Number	Fund Summary	AP Amount	Payroll Amount
Fund 68	Groundwater Prod. Fund	1,552.77	
Fund 70	Administration Fund	107,752.29	102,631.30
Fund 71	Water Supply Fund	164,524.79	94,147.98
Fund 89	Fish Screen Improvement Fund	3,380,066.89	
Fund 91	Vehicle Fund	7,738.44	
Fund 94	Municipal & Industrial Fund	514,647.70	334,589.10
	TOTAL FUND SUMMARY	\$4,176,282.88	\$531,368.38

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Short Names/Acronym List

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

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Vehicles	
Unit 57 2011 Ford F150 Pickup Long Bed	Pickup Truck
Unit 65 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 66 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 67 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 69 2015 Ford F150 4x4 Supercrew Pickup	Pickup Truck
Unit 74 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 75 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 76 2020 Ford Escape	Automobile
Unit 79 2022 Ford F150	Pickup Truck
Unit 80 2022 Ford F150	Pickup Truck
Unit 81 2022 Ram 1500	Pickup Truck
Unit 82 2023 Toyota Tacoma	Pickup Truck
Unit 83 2023 Toyota Tacoma	Pickup Truck
Unit 84 2023 Toyota Tacoma	Pickup Truck
Unit 85 2023 Toyota Tacoma	Pickup Truck
Unit 86 2023 Ford F-350	Pickup Truck
Unit 87 2023 Ford F-350	Pickup Truck
Unit 88 2024 Toyota Rav4	Automobile
Unit 89 2024 Toyota Rav4	Automobile
Unit 90 2024 Ford F-350	Pickup Truck
Unit 92 2024 Ford F-150	Pickup Truck
Unit 93 2024 Toyota Tacoma	Pickup Truck
Unit 94 2024 Toyota Tacoma	Pickup Truck
Unit 97 2026 Ford F-650 Flatbed Dump Truck	Pickup Truck
Unit 103 2025 Ford F-150 Lightning Pro	Pickup Truck-Electric
Light equipment	
Unit 102 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 62 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 99 2025 Kubota RTVX2 UTV	Utility Vehicle
Unit 100 2025 Kubota RTVX2 UTV	Utility Vehicle
Unit 101 2025 Kubota RTVX2 UTV	Utility Vehicle
Heavy equipment	
Unit 29 Caterpillar Backhoe	Heavy Equip.
Unit 38 John Deere 6420 Tractor	Tractor
Unit 41 Case Tractor 570mxt Turbo	Tractor
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.
Unit 95 Manitex 26 Ton Crane Truck	Heavy Truck
Unit 96 2024 F-550 Crew Cab Diesel w.12ft scelzi	Heavy Truck
Unit 98 2025 325 Blade 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 Utility Trailer	Trailer
Unit 71 2017 Utility Landscaping Trailer	Trailer
Unit 72 2002 Utility Trailer	Trailer
Unit 91 2024 Kauffman Equipment Trailer	Trailer
Spray Rig 03	Trailer
Spray Rig 05	Trailer

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
CALPERS EFT REQUEST
November 03, 2026**

Vendor name	District Fund#	Account #	Description	Amount	Invoice No.
1 CA Public Employees Retirement System (CalPERS)	70	10-5049-0	Retirement Contributions for Payroll 10/23/26-Admin	8,785.25	10/23/26 1245106351
			Total Fund 70 Admin	\$ 8,785.25	
2 CA Public Employees Retirement System (CalPERS)	71	10-5049-0	Retirement Contributions for Payroll 10/23/26-WS-NM	7,174.05	10/23/26 1245106351
3 CA Public Employees Retirement System (CalPERS)	71	10-5058-0	Retirement Contributions for Payroll 10/23/26-WS-NH	2,573.83	10/23/26 1245106351
			Total Fund 71 Water Supply	\$ 9,747.88	
4 CA Public Employees Retirement System (CalPERS)	94	10-5049-0	Retirement Contributions for Payroll 10/23/26-M&I	23,997.01	10/23/26 1245106351
			Total Fund 94 Municipal & Industrial	\$ 23,997.01	
Grand Total for Electronic Funds Transfer Request on RBM 11/03/26				\$ 42,530.14	

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DATE: November 3, 2026

AGENDA ITEM NO. D-1

TITLE: Proposed Update of Policy No. 3015 – Disposal of Surplus Property or Equipment

SUBJECT: Consider recommending approval of revisions to Policy No. 3015 – Disposal of Surplus Property or Equipment to the Board of Directors

Executive Summary

Stockton East Water District (District) staff reviewed the disposal of property previously declared surplus by the Board of Directors (Board) as part of the District's review of its Surplus Property Disposal Guidelines and potential use of GovDeals, a nationwide online government auction platform. The review identified a need to document the disposal method selected for previously approved surplus items and the value received by the District, and update the policy to allow use of GovDeals.

Staff reviewed Board-approved surplus resolutions from the past three years together with available accounting and auction records. Resolution No. 23-24-05 approved miscellaneous equipment in 2023; Resolution No. 24-25-06 approved seven vehicles in 2024; and Resolution No. 25-26-05 approved nine vehicles in 2025. Several vehicles appeared on both the 2024 and 2025 resolutions and are reported only once in the itemized disposition summary to avoid double counting.

The nine vehicles sold through Mulrooney Auction Company generated gross sales of \$31,000.00. Auction commissions totaled \$5,312.50, resulting in net proceeds to the District of \$25,687.50. The consignor settlement identifies the auction as the 35th Annual Community Equipment Round-Up held in Turlock on November 22, 2025.

District staff recommends that the Administration Committee recommend the Board of Directors:

1. Approve the revised Policy No. 3015 – Disposal of Surplus Property or Equipment.

Background

The District's Surplus Property Disposal Guidelines were adopted on June 4, 2013 and updated on July 29, 2024, to incorporate a Vehicle/Asset Disposal Form. The surplus resolutions reviewed by staff authorize the General Manager to use methods and procedures for disposing of surplus items that, in the General Manager's judgment, return the greatest value to the District at the least cost.

While evaluating the potential use of GovDeals for future disposal of surplus District assets, staff identified that the current policy should be updated to accommodate an online auction process and that the Board should be informed of the disposal method selected and the value obtained for surplus property.

During the period reviewed, the Board approved the following surplus resolutions:

1. Resolution No. 23-24-05, adopted June 13, 2023, approving disposal of a wire recycling bin, articulated mower, conveyor belt, elevator, two VFD cabinets, and a generator.

2. Resolution No. 24-25-06, adopted July 23, 2024, approving disposal of seven District vehicles.
3. Resolution No. 25-26-05, adopted September 23, 2025, approving disposal of nine District vehicles.

Several vehicles identified in Resolution No. 24-25-06 were subsequently included in Resolution No. 25-26-05. For purposes of reporting proceeds, each physical asset is listed once below.

Summary

Table 1 summarizes the surplus property identified in the three resolutions, the disposal method supported by the records reviewed, and the value received by the District.

Table 1. Surplus Property Disposition

1998 Freightliner Boom Truck, Unit 31	24-25-06	Sale; specific disposal method not identified in records provided	\$30,000.00
2003 Ford F-450, Unit 16	24-25-06 / 25-26-05	Mulrooney Auction Company	\$1,800.00
2004 Chevrolet 2500 HD, Unit 36	24-25-06	Mulrooney Auction Company	\$4,037.50
2008 Chevrolet Silverado 2500 HD, Unit 47	24-25-06 / 25-26-05	Mulrooney Auction Company	\$4,037.50
2008 Chevrolet Kodiak C4500, Unit 48	24-25-06 / 25-26-05	Mulrooney Auction Company	\$2,975.00
2009 Ford Edge AWD, Unit 49	24-25-06 / 25-26-05	Mulrooney Auction Company	\$2,400.00
2015 Ford F-250 Super Duty, Unit 64	24-25-06 / 25-26-05	Mulrooney Auction Company	\$4,037.50
2004 Jeep Grand Cherokee, Unit 37	25-26-05	Mulrooney Auction Company	\$2,000.00
2008 Ford F-650 Flatbed Dump Truck, Unit 45	25-26-05	Mulrooney Auction Company	\$2,000.00
2010 Ford F-150, Unit 55	25-26-05	Mulrooney Auction Company	\$2,400.00
International Dump Truck, Unit 26*	25-26-05	Mulrooney Auction Company	\$4,887.50
Total Documented Vehicle Net Proceeds	\$60,575.00		

**Resolution No. 25-26-05 identifies the International dump truck as a 1990 model. The District accounting record for Unit 26 identifies the vehicle as a 1991 International Dump Truck. The fleet asset record should be used to confirm the correct model year before the final Board packet is issued.*

***Values shown for the nine-vehicle Mulrooney auction represent net proceeds received by the District after the applicable auction commission.*

The November 22, 2025 Mulrooney Auction Company settlement documents nine vehicle sales with gross auction proceeds of \$31,000.00 and commissions of \$5,312.50, resulting in a net payment to the District of \$25,687.50.

District accounting records also document \$30,000.00 associated with the disposal of Unit 31, the boom truck, and \$4,887.50 associated with the subsequent Mulrooney Auction sale of Unit 26.

The records provided for preparation of this report do not establish the final disposal method or value received, if any, for the miscellaneous non-vehicle property approved under Resolution No. 23-24-05. Those items remain identified as 'to be confirmed' rather than being reported at zero value.

Financial Impact

This report is informational and does not request an additional expenditure or budget amendment.

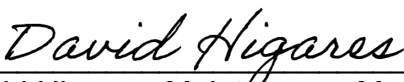
Based on the records currently available, the District received \$60,575.00 in documented net proceeds from the disposition of vehicles approved as surplus during the reporting period. The amount may increase if staff identifies proceeds associated with the miscellaneous non-vehicle property approved under Resolution No. 23-24-05.

Should the proposed revisions to Policy No. 3015 be approved, the use of online auction services would reduce auction fees, as the winning bidder pays the auction fees, reduce auction transportation costs, as the winning bidder is responsible for transportation, and increase auction revenues due to the internet's ability to connect the auction to nationwide, and potentially international, bidders.

Staff Recommendation

District staff recommends the Board of Directors to Approve the revised Policy No. 3015 – Disposal of Surplus Property or Equipment to include online auction services.

Staff Responsible for Report



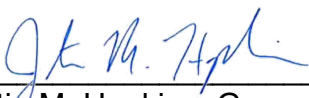
David Higaes, Maintenance Manager

Date: 11/03/26



Juan M. Vega, Assistant General Manager

Date: 11/03/26



Justin M. Hopkins, General Manager

Date: 11/03/26

Attachments

1. Disposal of Surplus Property or Equipment Policy No. 3015
2. Resolution No. 23-24-05
3. Resolution No. 24-25-06
4. Resolution No. 25-26-05
5. Sale of Asset 5 YR Detail
6. Mulrooney Auction Company Consignor Settlement

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STOCKTON EAST WATER DISTRICT Policy Manual

No. 3015 Disposal of Surplus Property or Equipment

ADOPTED:

June 4, 2013

Updated:November 3, 2026

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C. Appendix A – Vehicle/Asset Disposal Form	2

A. Purpose and Scope

The Board of Directors authorize the General Manager to use the following methods and procedures for disposing of surplus items, which, in the General Manager's judgment, are intended to return the greatest value, at the least cost to the district.

B. Guidelines

1. The department designating surplus capitalized assets (Operations, Maintenance, Water Supply, Engineering, or Administration) periodically prepares a list of said surplus property, including pictures, descriptions, and proposed minimum acceptable bid values by use of the Vehicle Asset Disposal Form (Appendix A).
2. The list is provided to Administration for processing. With the approval of the General Manager, Administration prepares a draft Board resolution to authorize disposal of the surplus list.
3. Following Board approval of their resolution, Administration will arrange for sale of the surplus property using the services of local, regional (i.e., Mulroney, Richie Bros, etc.), or online auction services.
4. Administration will manage the sale process (providing access to view equipment, answering questions, determining auctioneer selection process, arranging for transportation of surplus property to auction, disposing of items not suitable for auction, or determining to retain the surplus items for sale at a later time); and involving other departments as required.
5. Hazardous or e-waste shall not be considered for surplus. Hazardous or e-waste materials shall be disposed of in accordance with federal, state and local regulations.
6. Surplus items not suitable for auction may be donated to any government agency or non-profit organization. Said donations must be at no expense to the district (i.e. no use of district equipment or personnel).

STOCKTON EAST WATER DISTRICT

Policy Manual

7. Upon completion of the surplus property disposal process, the Board will be provided with a list of items that were sold/donated or otherwise disposed of by this process, informed of the criteria used to select the auctioneer, and the results of the sale.

7.8. All auctions are available to be used.

C. Appendix A – Vehicle/Asset Disposal Form

See the attached document.

RESOLUTION NO. 23-24-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF
STOCKTON EAST WATER DISTRICT
APPROVING THE DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Stockton East Water District owns a wire recycling bin used to store wire and wire remnants from the District's electrical and SCADA projects which is no longer useful to the District; and

WHEREAS, Stockton East Water District owns an articulate mower which is no longer functioning or useful to the District; and

WHEREAS, Stockton East Water District owns conveyor belt which was replaced by new equipment at Duck Creek and which is no longer useful to the District; and

WHEREAS, Stockton East Water District owns an elevator which was replaced by new equipment at Duck Creek and which is no longer useful to the District; and

WHEREAS, Stockton East Water District owns two VFD cabinets which have been decommissioned and stripped of all useful parts and which are no longer useful to the District; and

WHEREAS, Stockton East Water District owns a generator which is not operational and which is no longer useful to the District; and

WHEREAS, the above listed items have been declared surplus by the General Manager; and

WHEREAS, the District's Surplus Property Disposal Guidelines adopted on June 4, 2013 states the General Manager shall use methods and procedures for disposing of surplus items, which in his judgment will return the greatest value at the least cost to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stockton East Water District that the General Manager shall be authorized to use the methods and procedures for disposing of surplus items, which in his judgment will return the greatest value to the District.

PASSED AND ADOPTED at a regular meeting by the Board of Directors of the Stockton East Water District on the 13th day of June, 2023 by the following vote of the members thereof:

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


Richard Atkins, President
Board of Directors

ATTEST:


Justin M. Hopkins,
Secretary of the Board



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RESOLUTION NO. 24-25-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF
STOCKTON EAST WATER DISTRICT
APPROVING THE DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Stockton East Water District (District) owns a 2003 Ford 450 Diesel Truck which has reached the end of its useful life, is no longer economically viable to maintain and per District Board of Directors (Board)-approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 1998 Freightliner Boom Truck which has reached the end of its useful life, is no longer economically viable to maintain and per Board-approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2004 Chevrolet 2500 HD Truck which has reached the end of its useful life, is no longer economically viable to maintain and per Board-approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2008 Chevrolet Silverado 2500 Truck which has reached the end of its useful life, is no longer economically viable to maintain and per Board-approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2008 Chevrolet Kodiak C4500 Diesel Truck which has reached the end of its useful life, is no longer economically viable to maintain and per Board-approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2009 Ford Edge AWD SUV which has reached the end of its useful life, is no longer economically viable to maintain and per Board-approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2015 Ford F-250 Superduty truck which has reached the end of its useful life, is no longer economically viable to maintain and per Board-approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the above listed items have been declared surplus by the General Manager; and

WHEREAS, the District's Surplus Property Disposal Guidelines adopted on June 4, 2013, states the General Manager shall use methods and procedures for disposing of surplus items, which in his judgment will return the greatest value at the least cost to the District;

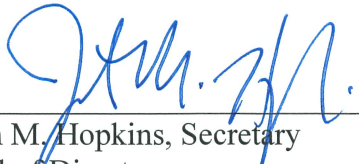
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stockton East Water District that the General Manager shall be authorized to use the methods and procedures for disposing of surplus items, which in his judgment will return the greatest value to the District.

PASSED AND ADOPTED at a regular meeting by the Board of Directors of the Stockton East Water District on the 23rd day of July, 2024 by the following vote of the members thereof:

AYES: Atkins, Cortopassi, McGurk, Nakaue, Panizza, Sanguinetti, Watkins
NOES: None
ABSENT: None
ABSTAIN: None

— 
Richard Atkins, President
Board of Directors
Stockton East Water District

ATTEST:


Justin M. Hopkins, Secretary
Board of Directors
Stockton East Water District



RESOLUTION NO. 25-26-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
STOCKTON EAST WATER DISTRICT
APPROVING THE DISPOSAL OF SURPLUS PROPERTY**

WHEREAS, Stockton East Water District (District) owns a 1990 International Dump Truck which has reached the end of its useful life, is no longer economically viable to maintain and per District Board of Directors (Board) approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2004 Jeep Grand Cherokee which has reached the end of its useful life, is no longer economically viable to maintain and per District Board of Directors (Board) approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2009 Ford Edge AWD – Ltd which has reached the end of its useful life, is no longer economically viable to maintain and per Board approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2008 Ford F-650 Flatbed Dump Truck which has reached the end of its useful life, is no longer economically viable to maintain and per Board approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2003 Ford F-450 Pick-up which has reached the end of its useful life, is no longer economically viable to maintain and per Board approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2008 Chevrolet Silverado 2500 HD which has reached the end of its useful life, is no longer economically viable to maintain and per Board approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2008 Chevrolet Kodiak C4500 which has reached the end of its useful life, is no longer economically viable to maintain and per Board approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2010 Ford F-150 which has reached the end of its useful life, is no longer economically viable to maintain and per Board approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the District owns a 2015 Ford F-250 Super Duty which has reached the end of its useful life, is no longer economically viable to maintain and per Board approved Fleet Management Policy meets the criteria for surplus; and

WHEREAS, the above listed items have been declared surplus by the General Manager; and

WHEREAS, the District's Surplus Property Disposal Guidelines adopted on June 4, 2013 states the General Manager shall use methods and procedures for disposing of surplus items, which in his judgment will return the greatest value at the least cost to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stockton East Water District that the General Manager shall be authorized to use the methods and procedures for disposing of surplus items, which in his judgment will return the greatest value to the District.

PASSED AND ADOPTED at a regular meeting by the Board of Directors of the Stockton East Water District on the 23rd day of September, 2025 by the following vote of the members thereof:

Ayes: Atkins, Hansen, McGurk, Nakaue, Panizza, Watkins

Noes: None

Absent: Sanguinetti

Abstain: None

Thomas W. McGurk

Thomas McGurk, President

ATTEST:

Justin M. Hopkins

Justin M. Hopkins
Secretary of the Board



Batch num\Transaction num	Account Description	District Fun	District Fund Descr	Amount	Post date	Journal	Journal reference
4217 4217-8	10-409\ Revenue - Gain/Loss on Fixed Assets	91	Vehicle	(3,060.50)	3/1/2021	Fixed Assets	19-Asset disposal-1056-Unit 25 - 2002 Dodge Caravan-Adm
7131 7131-4	20-409\ Revenue - Gain/Loss on Fixed Assets	91	Vehicle	(30,000.00)	8/1/2024	Fixed Assets	287-Asset disposal-4061-Unit 31 - Boom Truck-National 199
7836 7836-23	20-409\ Revenue - Gain/Loss on Fixed Assets	91	Vehicle	(25,687.50)	12/15/2025	Journal Entry	Reclassify GL Account Deposit Mulrooney Auction ck#39412 dtd 12/05/25 - Sale of Units 37, 49, 45, 16, 47, 48, 55, 64, and 36
7836 7836-24	20-409\ Revenue - Gain/Loss on Fixed Assets	91	Vehicle	(4,887.50)	12/19/2025	Journal Entry	Reclassify GL Account Deposit Mulrooney Auction ck#39548 dtd 12/16/25 - Sale of Unit 26 1991 Int'l Dump Truck

See attached breakdown

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Consignor Settlement

Attachment 6

Mulrooney Auction Company
PO Box 88
Lockeford, CA 95237
Phone: 209-366-0600 Fax: 209-366-1113

CO #:	12905
Date:	11/17/2025
Page:	1

Consignor: 76

Stockton East Water District
 PO Box 5157
 Stockton, CA 95205
 Phone: (209) 948-0333

Auction: 35th Annual Community Eq Round-Up - Turlock 11/22/2025

Lot#	Description	Quantity	Unit Price	Ext. Price	Comm/BuyBack	Expenses
1139	2009 Ford Edge - TITLE/BUYER MUST SMOG EQ#49 LIC - NONE VIN - 2FMDK49C09BA60920 MI - 217,357	1.00	3,000.00	3,000.00	-600.00	0.00
1140	2010 Ford F-150 - TITLE/BUYER MUST SMOG EQ#55 LIC - NONE VIN - 1FTMF1EW3AFC92289 MI - 176,318	1.00	3,000.00	3,000.00	-600.00	0.00
1141	2015 Ford F-250 - TITLE/BUYER MUST SMOG EQ#64 LIC - NONE VIN - 1FDBF2B68FEB40454 MI - 164,931	1.00	4,750.00	4,750.00	-712.50	0.00
1142	2004 Jeep Grand Cherokee-APP FOR DUP/BYR MUST SMOG EQ#37 LIC - NONE VIN - 1J4GW48J44C299069 MI - 173,588	1.00	2,500.00	2,500.00	-500.00	0.00
1143	2008 Chevy 2500 Service Truck-TITLE/BYR MUST SMOG EQ#47 LIC - NONE VIN - 1GCHK24K58E130634 MI - 153,717	1.00	4,750.00	4,750.00	-712.50	0.00
1144	2008 Chevy C4500 Service Truck - TITLE/CARB SUBJECT TO CARB REGULATIONS. MUST GO OUT OF STATE. EQ#48 LIC - NONE VIN - 1GBE4E3978F415587 MI - 100,819	1.00	3,500.00	3,500.00	-525.00	0.00
1318	2003 Ford F-450 Flatbed - TITLE/CARB SUBJECT TO CARB REGULATIONS. MUST GO OUT OF STATE. EQ#16	1.00	2,250.00	2,250.00	-450.00	0.00

Consignor Settlement

Mulrooney Auction Company
PO Box 88
Lockeford, CA 95237
Phone: 209-366-0600 Fax: 209-366-1113

CO #:	12905
Date:	11/17/2025
Page:	2

LIC - NONE
VIN - 1FDXW47P63ED86188
MI - 111,250

1319 2004 Chevy 2500 Service Truck-TITLE/BYR 1.00 4,750.00 4,750.00 -712.50 0.00
MUST SMOG EQ#36
LIC - NONE
VIN - 1GBHC24U44E261339
MI - 71,286

Unit 36

1370 2008 Ford F-650 Flatbed - TITLE/CARB 1.00 2,500.00 2,500.00 -500.00 0.00
SUBJECT TO CARB REGULATIONS. MUST GO
OUT OF STATE.
BROKEN LEAF SPRING
EQ#45
LIC - NONE
VIN - 3FRWF65T38V076753
MI - 56,805

Unit 45

Payment to Consignor - Check # 39412 (25,687.50)

Total Quantity: 9.00
Total Invoice Sale Price: 31,000.00
Total Commission: (5,312.50)
Total Due to Consignor: 25,687.50
Total Payments: (25,687.50)
Balance: \$0.00

No inventory remains for this consignment order

COMMISSION SETTINGS

Calculate Commission By: Each
Commission Structure Type: Sliding Scale

Minimum	\$2
Up to \$200	30%
\$200.01 - \$1,500	25%
\$1,500.01 - \$3,000	20%
\$3,000.01 - \$10,000	15%
over \$10,000	10%

BUY BACK SETTINGS

Calculate Buy Back By: Each
Buy Back Structure Type: Sliding Scale

Up to \$100	100%
\$100.01 - \$1,000	25%
\$1,000.01 - \$2,000	10%
\$2,000.01 - \$4,000	5%
over \$4,000	\$200

Please remit any negative consignor balances within 10 days of receipt of settlement to avoid further charges from accruing.
Thank you.

DATE: November 3, 2026

AGENDA ITEM NO. D-2

TITLE: Expense Reimbursement and Travel Policy

SUBJECT: Consider Approval of Updated Expense Reimbursement and Travel Policy

Executive Summary

The Stockton East Water District's (District) current Expense Reimbursement and Travel Policy was adopted on August 25, 2015. Staff recommends that the Board of Directors (Board) consider approval of the updated policy to modernize travel reimbursement procedures, establish advance payment of meal and incidental expense allowances, and clarify the Board's authority to approve exceptions to travel reimbursement limits when necessary and consistent with applicable law.

Background

The District's Expense Reimbursement and Travel Policy establishes procedures for approving District-related travel, paying authorized expenses, and documenting reimbursements for employees, officers, and directors. Staff reviewed the policy to improve consistency, reduce administrative processing, and provide travelers with clear expense limits before departure.

Under the proposed policy, the District will calculate the applicable U.S. General Services Administration (GSA) meals and incidental expenses (M&IE) per diem rate for each authorized overnight trip. Administration will provide the traveler with a written breakdown of the allowance before travel, and Finance will process payment in advance of departure.

Proposed Policy Changes:

Advance meal allowance. Employees traveling on authorized overnight District business will receive the approved GSA Meals and Incidental Expenses (M&IE) per diem before departure.

The first and last days will be calculated at 75 percent of the applicable rate; full intervening days will be calculated at 100 percent, with appropriate adjustments for furnished meals

Receipts and reconciliation. Employees will not submit individual meal receipts for the prepaid per diem. They must confirm actual travel dates after returning and repay or reconcile any allowance that exceeds the amount authorized for travel actually completed. Receipts remain required for other actual reimbursable expenses, including lodging and transportation

The Board may approve a different reimbursement limit for specific District travel when necessary and in the District's best interest, subject to applicable law and approval before the expense is incurred

Summary

The revised policy provides meal funds to travelers before departure, eliminates individual meal-receipt processing for authorized overnight travel, and retains documented approval, reconciliation, and Board oversight requirements

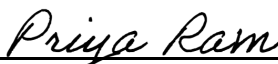
Financial Impact

The policy does not establish a new fixed meal rate. Allowances will vary by destination and travel date according to applicable GSA rates. Paying the allowance before travel changes the timing of cash disbursements and may reduce staff time spent processing meal receipts. Actual fiscal impact will depend on the number, location, and duration of authorized trips; no quantified savings are assumed.

Staff Recommendation

District Staff recommends that the Administration Committee recommend the Board of Directors approve the updated Expense Reimbursement and Travel Policy

Staff Responsible for Report



Priya Ram, Director of Finance & Administration

Date: 11/03/2026



Justin M. Hopkins, General Manager

Date: 11/03/2026

Attachments

1. Expense Reimbursement and Travel Policy



STOCKTON EAST WATER DISTRICT POLICY MANUAL

Attachment 1

No. 6015 Expense Reimbursement and Travel Policy

ADOPTED:

August 25, 2015

REVISED:

~~October~~

~~24~~November 3, 2026

SECTION I: EXPENSE REIMBURSEMENT POLICY

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SECTION II: TRAVEL POLICY

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STOCKTON EAST WATER DISTRICT POLICY MANUAL

SECTION I: EXPENSE REIMBURSEMENT POLICY

The District recognizes the value of attending professional conferences, meetings, seminars, hearings or institutes and provides travel funds for the District's directors, officers and employees. District directors, officers, and employees shall be entitled to reimbursement for their reasonable expenses that are legally and necessarily incurred for travel, meals, lodging and other actual and necessary expenses associated with attending such events provided they comply with this policy's procedures.

A. Purpose

The purpose of this policy is to comply with California AB 1234 by defining reimbursable expenses and the manner in which the District's directors, officers and staff may be reimbursed for expenditures relating to District business. The Board believes that it is important that its members remain informed and trained in issues affecting the affairs of the District and that attendance at meetings, conferences, or other gatherings is of value to the District and its citizens.

The benefits include;

- The opportunity to discuss the community's concerns with state and federal officials
- Participation in regional, state, national, and international organizations whose activities affect the District
- Attending educational seminars to improve the Board's skill and information levels

B. Scope

The scope of this policy applies to the District's directors, officers and employees and is intended to result in no personal gain or loss to a director, officer or employee.

C. Approval

The General Manager, or designee, shall determine whether attendance by District staff at conferences or professional meetings is in the best interest of the District and eligible for reimbursement of expenses under this policy. Attendance of the District's Board of Directors is subject to the provision set forth in the Board of Directors Ethical Guidelines. Any questions regarding the propriety of a particular type of expense should always be resolved before the expense is incurred.

D. Authorized Expenses

With matters of ~~remuneration~~ payment and reimbursement, the District shall adhere to ~~Government's~~ (Gov't) Code Sections 53232 through 53232.4. Qualifying services and/or activities for which directors and/or staff may receive reimbursement of expenses for travel, lodging, meals and other actual and necessary expenses shall be limited to the following types of occasions or those occurrences approved in advance by a majority vote of the Board of Directors:

- Meetings, conferences and training sessions of local, state or national organizations that provide legislative or educational services, or that encourage the development and maintenance of professional or technical standards relating to the District's jurisdiction.
- Meetings, conferences or organized educational activity conducted in compliance with Gov't Code Section 54952.2, including but not limited to ethics and sexual harassment training required by Gov't Code Section 53234.

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

- Attending regional, state and national meetings or conferences whose activities affect the District's concerns or policies.
- Attending District sponsored events.

E. Unauthorized Expenses

The following expenditures by District directors, officers, or staff in the course and scope of their official duties shall not be reimbursed without prior District Board of Directors approval:

- Personal portion of any trip;
- Political or charitable contributions or events;
- Family expenses, including those of a partner when accompanying District members on official business, child or pet care;
- Entertainment expenses, including sporting events, golf, spa treatments, in-room movies, theater, laundry service and alcohol/personal bar expenses, unless attended with a customer, tenant, or prospective customer or tenant of the District;
- Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
- Personal losses incurred while on District business that are reportable or reimbursable to an airline, hotel, personal insurance or other entity; and
- Purchase of alcohol with the meal.

The District's Board of Directors, prior to the expense being incurred, may approve requests for expense reimbursements that do not fall within the Districts expense reimbursement and travel policies or IRS reimbursable guidelines. The following cases do not require approval in advance:

- When available, use of government and group rates offered by a travel agency.
- If lodging for reimbursable expenses are associated with a conference or organized educational event, lodging costs shall not exceed the maximum group rate published by the conference or event sponsor, provided that lodging at the group rate is available to the director, officer or staff member at the time of booking. If the group rate is not available, the director, officer or staff member shall use comparable lodging that is consistent with the District's travel policy.
- Travel expenses related to lobbying efforts in Washington, D.C.

F. Reimbursement Process

The District shall provide Expense Reimbursement Forms to directors who attend reimbursable meetings, conferences, or educational events on behalf of the District. Expenses adhering to this policy must be documented with receipts attached to the Expense Reimbursement Form. Failure to submit expense receipts, as described in this policy, may result in denial of the claim.

Expense reports should be submitted within a reasonable time and no more than 30 days after completion/attendance of the event(s).

It is against the law to falsify expense reports. Penalties for misuse of public resources or violating this policy may include, but are not limited to, the following:

STOCKTON EAST WATER DISTRICT

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- The loss of reimbursement privileges;
- Civil penalties for misuse of public resources pursuant to Government Code Section 8314; and
- Prosecution for misuse of public resources, pursuant to Section 424 of the Penal Code, penalties for which include prison term.

G. Violation of Policy

Policy violations include but are not limited to:

- Requesting reimbursement for personal purchases
- Purchase of items defined as unallowable/not reimbursable for example alcohol.
- Submission of travel and business expenses without required receipt documentation (or accurate receipt documentation)
- Not reimbursing the District in a timely manner for unused advances or personal charges made the Travel Card
- Sharing the Travel Card or card number with another person
- Use of the Travel Card by a suspended or terminated employee

Violations of this policy will be investigated and may result in one or more of the following actions:

- Delay or denial of expense reimbursement
- Mandatory attendance of additional training classes
- Revocation of Travel Card privileges
- Revocation of approver signatory rights (approvers only)
- Disciplinary action, up to and including termination
- Restitution for personal/unallowable expenses charged to Travel Card
- Criminal prosecution

Major violations may be referred to the San Joaquin County District Attorney's office.

H. Conflict with Policy Guidelines

In the event that this Expense Reimbursement Policy is in conflict with another District policy, the policy with the most conservative application shall prevail.

STOCKTON EAST WATER DISTRICT POLICY MANUAL

SECTION II: TRAVEL POLICY

A. Purpose

The purpose of this policy is to establish uniform travel rules and claiming procedures for persons authorized to travel on District business.

B. Scope

The District travel policy applies to all District employees and volunteers traveling on District business.

C. Definitions

Unless the provision or context otherwise requires, the definitions contained in this part govern the construction of this policy. They do not necessarily apply in other District contexts.

County means San Joaquin County

District means the Stockton East Water District

District business means the activity directly related to the necessary and required business functions of the District.

District employee means any District officer or employee, whether elected or appointed, filling a budgeted position approved by the Board of Directors, or a District Director. Independent contractors and their employees are not District employees.

District traveler means any District director, employee, or volunteer traveling on District business.

District volunteer means a person other than a District employee who performs volunteer work authorized by the District, such as committee or commission member.

Home means the actual dwelling place of the District traveler without regard to any other legal or mailing address.

Main or regular place of work means the principal place of business for the District employee or the principal location to which the District employee is assigned to work.

Temporary work location means the place where the District employee is assigned on an irregular or short-term basis, generally a matter of days or weeks. District travelers attending conferences, meeting or training sessions away from the main or regular place of work does not normally constitute assignment to another site.

Vehicle means a motor vehicle, which can be legally operated on public highways.

D. Authorization to Travel

1. General Conditions

- Travel will be authorized only when the travel is necessary and in the best interest of the District.
- Prior Authorization is required for all District travel.

2. District Travel

- All travel outside of San Joaquin County, but within the State of California, requires advance

STOCKTON EAST WATER DISTRICT

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authorization by the General Manager or designee.

- All travel outside of the State of California requires advance written authorization by the General Manager or designee.

3. Travel Requests

- A Request for Training/Travel Form authorization shall be submitted in advance to the immediate supervisor or manager pursuant to District policy.
- If approved, the request must be forwarded to the department head for authorization. If approved by the General Manager, or designee, the request form and supplemental documentation shall be forwarded to the Finance and Administration departments for processing. The Administration department is responsible for all training/travel arrangements. Upon completion of making all necessary arrangements, the Administration department will send a confirmation email to the employee, with copy to the employee's supervisor/manager, notifying them of dates, times and manner of travel, if any.

E. Travel Expenses

1. General Conditions

District travelers are entitled to submit a claim for their reasonable expenses that are legally and necessarily incurred for travel, meals, lodging and other actual and necessary expenses for authorized travel, subject to the conditions set forth in this travel policy, whenever the expenses are incurred as part of his/her official duties and authorized because the District traveler is required to:

- work excessively long hours away from main or regular place of work; or
- work at a location sufficiently distant from main or regular place of work to require overnight lodging; or
- attend a meeting in the performance of his/her official duties in which a meal is served; or
- travel on very limited notification; or
- attend a school, training, convention, or meeting.

Notwithstanding Section 1 above, claims shall be paid subject to the rules set forth in this policy, the Expense Reimbursement policy and statutory law. Eligibility to submit a claim does not automatically entitle the claimant to reimbursement for any and all expenses.

District travelers receiving reimbursement from an outside source for travel on District time shall forward the reimbursement to the Director of Finance & Administration for handling and deposit if the traveler intends to submit an expense claim to the District or use District resources to travel. Travelers shall then be entitled to submit a claim for legally and necessarily incurred expenses for transportation, meals, lodging, and other actual and necessary expenses, subject to the conditions set forth in this travel policy.

Arrangements for transportation, lodging or registration fees that have cancellation penalties shall be carefully monitored by the Finance Department. If cancellation occurs due to direction by the General Manager or designee, the District will cover the penalty cost. If the cancellation occurs due to a traveler's personal request or obligations, the traveler will be required to pay the penalty. Exceptions shall be made when a traveler is unable to travel because of hospitalization or death of an immediate family member or when the department head certifies that the reason for the employee's absence was legitimate and authorized.

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2. Transportation Expenses

a. General Conditions

- Transportation expenses are the direct costs related to movement of the District traveler from authorized point of departure to destination of travel and back to the authorized point of return.
- All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation required by the occasion.
- Whenever a time frame is established as criteria for an expense reimbursement claim, such as the requirements described for meals in Section V, subsection C. 1. d., estimated travel time shall be based upon legal vehicle speed limits, volume of traffic and weather conditions in effect at the time of travel.

b. Private Vehicle

- Private, or personal vehicles shall only be used after s/he has confirmed that an appropriate District vehicle is not available or cannot reasonably be accessed to accommodate the necessary travel.
- Unless specifically addressed in a ratified Memorandum of Understanding (MOU) agreement with a recognized employee organization, travel by private vehicle will be reimbursed at the current IRS rate when used for District business.
- District travelers who travel in a vehicle other than their own may not claim mileage for business use of a private vehicle but may claim reimbursement of actual fuel expenses necessary for the trip and expended by the traveler. Receipts are required for the actual fuel costs.
- District travelers may not claim mileage for business use of a private vehicle in the following instances:
 - when the District traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the District or another source
 - A when the District traveler is traveling in a District or other government agency vehicle;
 - when the District traveler is traveling in a rented vehicle
 - when the District traveler is travelling within San Joaquin County
- District employee mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.
- District employee mileage to the temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
 - if the District employee is required to report to the regular or main place of work before reporting to the temporary work location, s/he is eligible for mileage from the regular or main place of work to the temporary work location;
 - if the District employee is required to report to the regular or main place of work after working at the temporary work location and before going home, s/he is eligible for mileage from the temporary work location to the regular or main place of work.
- Mileage in conjunction with authorized District travel to and from a convention, meeting, training or school shall be based on the distance to the destination from the traveler's regular or main place of work or home, whichever is less, except in the following cases:
 - if the traveler is required to report to his/her work location before leaving, s/he is eligible for mileage to the convention, meeting, training or school from the work location
 - if the traveler is required to report to his/her work location before returning home,

STOCKTON EAST WATER DISTRICT

POLICY MANUAL

s/he is eligible for return trip mileage based on the distance from the school, training, convention, meeting, training or school to the work location.

- When two or more District travelers are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the District. If a District traveler chooses to use a separate private vehicle because of personal preferences or obligations, he/she shall not be eligible for mileage or fuel reimbursement or the travel.
- If a District traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the department head because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation.

c. District Vehicle Transportation

- District travelers using a District vehicle for traveling shall not be eligible for reimbursement for mileage.
- District travelers required to fuel a District vehicle at their own expense may claim the actual fuel costs expended by them. Receipts must accompany the expense reimbursement claim. All District vehicles should be fully fueled at the District's fueling facilities prior to departure.

d. Rental Vehicle Transportation

- The Administrative Assistant will get authorization for rental vehicles if the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations. Rental expenses for luxury cars, motorcycles and recreational vehicles may not be claimed.
- If more than one District traveler is traveling to the same function, only one rental vehicle may be claimed and then only if it is available for use by all of the District travelers.
- The Finance department will provide the state and federal mileage limits appropriate to the use required by the District traveler(s).
- Rental cars shall be refueled prior to return to the rental agency to reduce cost to the District.
- Additional vehicle insurance shall be waived by the District traveler as all employees are covered under the District auto insurance policy as long as they are on District business.
- An original car rental receipt showing the number of days and type of vehicle rented is required for vehicle rental expense reimbursement claims.

e. Commercial Carrier Transportation

- The Administration department will research and provide the most cost-effective transportation and get approval from the General Manager or designee.
- All domestic air travel will be by the most reasonable available coach accommodations, taking into account cost, duration, most direct route, and ground transportation at the destination.
- As an exception, for air travel which has a duration of two (2) hours or more, the next level of class may be used.

f. Private Aircraft Transportation

- The use of private aircraft for District business is not authorized.

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g. Other Transportation Expenses

- The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the District traveler to and from the destination point(s):
 - taxi, shuttle, ride share, or public transit fares;
 - parking fees;
 - bridge, road, or ferry tolls;
- The following transportation expenses may not be claimed:
 - traffic and parking violations;
 - emergency repairs on non-District vehicles;
 - personal travel while at an out-of-District location;
 - other actual transportation expenses determined to be unreasonable or unnecessary by the General Manager

3. Meal Expenses

• a Eligibility for Meals

- District travelers on in-County travel are not eligible to claim for meals taken within the County, unless provided for in other District policies or are approved by the General Manager.
- District travelers on out-of-County travel that does not require an overnight stay away from their home are eligible to claim for meals when approved by the General Manager.
- District travelers on out-of-District travel that requires an overnight stay away from their home are eligible to claim for meals taken out-of-District.
- Purchasing and/or claiming for meals for federal or state public officials or employees, is prohibited when in conflict with law.
- District travelers are not eligible to claim meals or other expenses for those persons who are not otherwise eligible to file a claim themselves for District reimbursement.

• b Meal Claims – Advance Per Diem Payment

- The District shall provide employees traveling on authorized overnight District business with a meal and incidental expense (M&IE) per diem allowance based on the applicable U.S. General Services Administration (GSA) rate for the travel destination and dates.
- The authorized per diem allowance shall be calculated and paid to the employee prior to departure. Administration shall provide the employee with written confirmation of the applicable daily rate, travel dates, adjustments for meals provided by conferences or lodging, and the total amount to be paid.
- The first and last days of overnight travel shall be calculated at 75 percent of the applicable GSA M&IE rate. Full intervening travel days shall be calculated at 100 percent of the applicable rate. Adjustments shall be made for qualifying meals furnished by conferences, meetings, or lodging.
- Employees receiving the authorized per diem allowance shall not be required to submit individual meal receipts. The allowance is intended to cover meals, gratuities, and incidental expenses. Expenses exceeding the authorized allowance shall be the employee's responsibility unless an exception is approved by the Board of Directors.
- The per diem payment shall be documented through the District's travel authorization and payment records. Employees shall confirm their actual travel dates upon return. Any unused allowance resulting from canceled travel, shortened trips, or other changes affecting eligibility shall be returned to the District or reconciled through the District's established procedures.
- The Board of Directors may authorize a different meal or travel reimbursement limit for specific

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~~District travel when necessary and in the District's best interest.. subject to applicable law.
Such approval shall occur before the expense is incurred.~~

- ~~• Alcoholic beverages and personal expenses are not reimbursable under this Policy.~~

4. Lodging Expenses

a. Eligibility for Lodging

- The Administration department will make any and all lodging arrangements, in advance, of pre- approved travel. If lodging is required, the District traveler may claim lodging for the night preceding the first day through the day after the last day of the out-of-District function. If the lodging is paid the traveler, itemized receipts are required and must be attached to the Expense Reimbursement form.
- District travelers are not eligible to claim lodging staying overnight as a guest of friends or relatives.

b. Lodging Expense Reimbursement Claims

- The District's maximum lodging rate for lodging within the State of California shall be equal to the base rate established by the IRS for its employees, with the following exceptions:
 - If the IRS has not established a higher rate for lodging in Los Angeles and Orange Counties, the District's maximum lodging rate for those counties shall be the base rate established by the GSA.
 - If the IRS has not established a higher rate for lodging in the City and County of San Francisco, the District's maximum lodging rate for that county shall be the base rate established by the IRS for its employees plus 50%. Refer to: www.gsa.gov/portal/category/21287.
- The District's maximum lodging rates for lodging outside of the State of California shall be equal to the maximum federal per diem lodging rates established by the IRS. Refer to: www.gsa.gov/portal/category/21287.
- Actual lodging costs greater than IRS and GSA established rates will be authorized in the following instances:
 - part of a conference or convention sponsored by a California state or regional association
 - part of a conference or convention sponsored by an organization of which the District is a member.
- An original room receipt, showing the number of days and the number of occupants, is required upon the District traveler's return to work for lodging expense reimbursement claims. A copy of the receipt or a credit card receipt alone is insufficient.
- Lodging expense reimbursement may not be claimed for guests of the District traveler. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.
- Special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings, shall require advance written authorization of the General Manager or designee.
- The Administration department shall inquire when making lodging arrangements whether the District is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and shall provide the necessary form to the lodging facility, if required to do so to obtain the waiver.
- Except when registering for lodging at a pre-arranged group rate in conjunction with a

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conference or meeting, the Administration department shall request the government rate when making lodging arrangements.

5. Registration Fees

The Administrative Assistant will make all conference, convention, and seminar registration arrangements and pre-pay, when possible, all tuition fees. A signed Request for Training/Travel Form must be provided and the agenda or brochure describing the event, including the price must, accompany the request form.

6. Other Travel Expenses

- The GSA ~~meal~~**M&IE** allowance includes incidental expenses; a separate incidental allowance shall not be paid.
- District travelers are eligible to claim the following expenses at actual cost when receipts are provided for the following:
 - District business calls (traveler must annotate purpose of call on the bill).
 - Fax machine charges incurred to send or receive documents for District use.
 - Copy machine charges incurred to copy documents for District use.
 - Internet service if no complimentary service is provided.
 - Other business-related expenses determined to be reasonable and necessary by the ~~General Manager~~**Administrative Services Manager**.

F. Expense Reimbursement Procedures

1. Prepaid Vendor Claims

a. Vendor Claim Requests

- Once travel has been authorized, the Administration department will make any necessary payment to the vendor for lodging and registration fees-before the authorized District traveler commences travel.
- In some instances, the District traveler may be required to hand carry a check to the destination.
- In the event a District traveler does not attend the trip and non-refundable expenses have been incurred for registration, lodging and/or travel, the non-attending traveler shall submit a written explanation of the reasons for non-attendance to the District. The District shall determine if the District funds advanced must be reimbursed to the District. Any decision of the District may be appealed to the Board.
- All pre-paid expenses and expense reimbursement requests must be submitted on an expense report form provided by the District. This form shall include the following advisory: *All expenses reported on this form must comply with the District's policies relating to expenses and use of District resources. Penalties for misusing District resources and violating the District's policies may include, but are not limited to, loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability. The information submitted on this form is a public record.*

2. Travel Expense Reimbursement Claims

- After completion of travel, the District traveler should submit a signed, completed District expense reimbursement claim form with original receipts to their department head for approval. After review and approval the department head shall forward the claim form to the Finance department to process for payment. Expense reimbursement claims should be

STOCKTON EAST WATER DISTRICT POLICY MANUAL

submitted to the department head within five (5) working days upon return to work.

- The Finance department will review the expense reimbursement claim for compliance with applicable District policies and procedures. If approved by the General Manager, the expense reimbursement claim will be processed and a check sent to the District traveler. If denied, or denied in part, the District traveler will be notified immediately. The General Manager or designee has the final decision on allowable expenses.
- No expense reimbursement for travel shall be paid to the employee until all required receipts for the travel expense reimbursement claim have been filed with the Finance department.

3. Mileage Reimbursement Claims

- Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same claim form as the other expenses that apply to that travel.
- Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the expense reimbursement form.
- Mileage expense reimbursement claims for directors may be submitted at any time.

4. Reimbursement by Outside Source

- District travelers receiving reimbursement from an outside source for travel on District time shall forward said reimbursement to the Administration department for processing.

5. Late Claims

- If a claim for expense reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the employee shall not be made until the claim has been reviewed and approved by the General Manager.

G. Compliance with Laws; Violation

Travelers should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other applicable laws. Use of District resources or falsifying expense reports in violation of this Policy may result in any or all of the following: 1) loss of reimbursement privileges; 2) a demand for restitution to the District; 3) the agency's reporting the expenses as income to the traveler to state and federal tax authorities; 4) civil penalties of up to \$1,000.00 per day or three (3) times the value of the resources used, whichever is greater; and 5) prosecution for misuse of District resources.

H. Interpretations

The General Manager shall be responsible for interpretations of this policy.

I. Exceptions

Exceptions to this policy require the approval of the General Manager or designee.

J. Conflict with Policy Guidelines

STOCKTON EAST WATER DISTRICT POLICY MANUAL

In the event that this District Travel Policy is in conflict with another District policy, the policy with the most conservative application shall prevail.

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DATE: November 3, 2026**AGENDA ITEM NO. 3**

TITLE: Authorization to Obtain Section 215 Flood Water from the U.S. Bureau of Reclamation**SUBJECT: Consideration of Agreement with U.S. Bureau of Reclamation to Authorize Diversion of Section 215 Flood Water from New Melones Reservoir**

Executive Summary

Staff recommends that the Board of Directors (Board) authorize Stockton East Water District (District) to obtain Section 215 flood water from the U.S. Bureau of Reclamation (Reclamation), subject to availability and applicable terms and conditions. Reclamation has confirmed that the cost of Section 215 flood water will be based on the New Melones Project rates rather than Central Valley Project (CVP) water rates.

Background

Section 215 of the Reclamation States Emergency Drought Relief Act of 1991 provides a mechanism for Reclamation to make certain temporary water supplies available during qualifying flood conditions. This water may become available when Reclamation determines that flood releases or other qualifying conditions create water supplies that would otherwise be released or not stored for future use.

When Section 215 water becomes available, eligible water contractors may apply to divert and use the water, subject to Reclamation's determinations, applicable requirements, and available conveyance capacity.

Summary

The District continues to evaluate opportunities to secure additional water supplies to support the District's water supply needs. Section 215 water may provide an opportunity to capture and beneficially use water released from New Melones Reservoir during qualifying flood conditions.

Reclamation has indicated a willingness to work with East Side Division contractors regarding these opportunities and Reclamation leadership has prioritized issuance of Section 215 agreements. Coordination with Reclamation and other applicable agencies would allow the District to better understand the availability of Section 215 water, application requirements, operational considerations, and potential opportunities for diversion and delivery.

Staff will continue to monitor reservoir conditions and potential flood releases, coordinate with Reclamation and applicable water contractors, and evaluate opportunities to obtain Section 215 water when available. Any potential water supply would be subject to applicable federal requirements, operational constraints, and the terms established by Reclamation.

Financial Impact

The financial impact will depend on the quantity of Section 215 flood water available to and accepted by the District and the applicable New Melones Project rate.

The District will incur costs only for water obtained under the agreement, subject to any additional charges specified in the final agreement.

No water rate has been released yet for the New Melones Project. For reference, the 2025 New Melones Project rate for Section 215 water was \$25.53 per acre-foot for Irrigation Water and \$36.60 per acre-foot for M&I.

Recommendation

Staff recommends the Board of Directors authorize the General Manager to execute the necessary agreement and related documents with the U.S. Bureau of Reclamation to obtain Section 215 flood water from New Melones Reservoir, subject to availability and confirmation that the applicable water charges are based on New Melones Project rates rather than CVP water rates.

Staff Responsible for Report



Bianca Rodriguez, Administrative Assistant

Date: 11/03/26



Priya Ram, Director of Finance & Administration

Date: 11/03/26



Justin M. Hopkins, General Manager

Date: 11/03/26

Attachments

1. Draft Agreement

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
American River Division, Central Valley Project, California

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND
STOCKTON EAST WATER DISTRICT

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Division, Central Valley Project, California

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND
STOCKTON EAST WATER DISTRICT

THIS CONTRACT, made this _____ day of _____, 20_____,
pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or
supplementary thereto including the Acts of August 26, 1937 (50 Stat. 844), as amended
and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
October 12, 1982 (96 Stat. 1263), and October 30, 1992 (106 Stat. 4600), all collectively
hereinafter referred to as the Federal Reclamation law, between the UNITED STATES OF
AMERICA, hereinafter referred to as the United States, and ARVIN-EDISON WATER
STORAGE DISTRICT, hereinafter referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

(a) The United States has constructed and is operating the Central Valley Project,
California (Project) for the purposes, among others, of furnishing water for irrigation, municipal,
domestic, mitigation, protection, and restoration of fish and wildlife, and other beneficial uses;
and

(b) There may be periods of time during the Year in which the Contracting Officer
determines that Temporary Water will be made available from the Friant Division Project

facilities; and

(c) Pursuant to Section 215 of the Act of October 12, 1982 (96 Stat. 1263), neither the ownership limitations of this Act nor the ownership limitations of any other provision of Federal Reclamation law shall apply to lands which receive Temporary Water pursuant to this Contract; and

(d) The Contractor is willing to contract with the United States pursuant to terms and conditions of this Contract to obtain a supply of Temporary Water from said Project facilities; and

(e) A Categorical Exclusion Checklist for this Contract was signed on January 10, 2023, in accordance with the National Environmental Policy Act;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, the parties mutually agree as follows:

DEFINITIONS

1. When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

(a) “Calendar Year” shall mean the period January 1 through December 31, both dates inclusive;

(b) “Charges” shall mean the payments required by Federal Reclamation law in addition to the Rates specified in this Contract, as determined annually by the Contracting Officer pursuant to this Contract;

(c) “Contracting Officer” shall mean the Secretary of the Interior’s duly authorized representative acting pursuant to this Contract or applicable Reclamation law or regulation;

(d) “Contractor’s Service Area” shall mean the area to which the Contractor is permitted to provide Temporary Water under this Contract as depicted in Exhibit A attached hereto, which may be modified upon the mutual written agreement of the parties hereto without amendment of this Contract;

(e) “Irrigation Water” shall mean Temporary Water used to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto;

(f) “Municipal and Industrial Water” or “M&I Water” shall mean Temporary Water used for municipal, industrial, and miscellaneous other purposes not falling under the definition of “Irrigation Water” or within another category of water use under an applicable Federal authority;

(g) “Operation and Maintenance” or “O&M” shall mean normal and reasonable care, control, operation, repair, replacement (other than capital replacement), and maintenance of Project facilities;

(h) “Operating Non-Federal Entity” shall mean the Friant Water Authority, its successors or assigns, which has the obligation to operate and maintain Project facilities in the Friant Division pursuant to a separate agreement with the United States and which may have funding obligations with respect thereto;

(i) “Project” shall mean the Central Valley Project owned by the United States and managed by the Department of the Interior, Bureau of Reclamation;

(j) “Rates” shall mean the payments determined annually by the Contracting Officer in accordance with the then-current applicable water ratesetting policies for the Project;

(k) “Secretary” shall mean the Secretary of the Interior, a duly appointed

successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the United States Department of the Interior;

(l) “Temporary Water” shall mean a supply of water made, not to exceed one year, possible during the Year as a result of an unusually large water supply not otherwise storable for Project purposes, or infrequent and otherwise unmanaged flood flows of short duration;

(m) “Temporary Water Delivered” shall mean Temporary Water made available for use by the Contractor at the point(s) of delivery approved by the Contracting Officer, shown on Exhibit A, which may be changed by mutual agreement of the parties hereto without requiring amendment to this Contract;

(n) “Temporary Water Scheduled” shall mean Temporary Water to be made available to the Contractor for which times and quantities for delivery have been established by the Contractor and Contracting Officer pursuant to Article 4 of this Contract; and

(o) “Year” shall mean the period from and including March 1 of the Calendar Year through the last day of February of the following Calendar Year.

TERM OF CONTRACT

2. This Contract shall become effective on the date first hereinabove written and shall remain in effect through February 28, 2027. This Contract shall not be extended or renewed and no provision of this Contract shall be construed in any way as a basis for the Contractor to establish any priority or right to a Project water supply or to obligate the United States to enter into any other contract. Moreover, nothing in this Contract shall be construed to modify, amend, or supersede any term or provision of Contractor’s water service or water repayment contract with the United States.

WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

3. (a) It is understood and agreed that because of its uncertainty as to availability and time of occurrence, Temporary Water will be furnished only if, as, and when it can be made available, as determined by the Contracting Officer. The Contracting Officer shall notify the Contractor of the time period(s) during which Temporary Water can be made available under this Contract. Following such notice by the Contracting Officer, consistent with all applicable State water rights, permits, and licenses; Federal law; and subject to the terms and conditions hereinafter stated, the United States shall make available for delivery to the Contractor within the Contractor's Service Area a maximum of 50,000 acre-feet of Temporary Water for Irrigation and Municipal and Industrial (M&I) purposes; *Provided, that* the maximum quantity of Temporary Water provided herein may be increased upon the written mutual agreement of the Parties and without requiring amendment to this Contract. Temporary Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

(b) Deliveries of Temporary Water shall be terminated when the Contracting Officer determines that Temporary Water is no longer available.

(c) The Contracting Officer's notification of the availability and subsequent non-availability of Temporary Water may be made either orally or in writing on 24 hours' or less notice.

(d) Delivery and use of the Temporary Water shall be in accordance with all applicable Federal, State and local laws, rules and regulations and Reclamation policy.

(e) The Contractor shall make reasonable and beneficial use of all Temporary Water furnished pursuant to this Contract.

TIME FOR DELIVERY OF WATER

4. The Contractor shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer, showing the monthly quantity and the time for delivery of the Temporary Water to be made available pursuant to subdivision (a) of Article 3 of this Contract: *Provided, That* the Contractor shall not schedule Temporary Water in excess of the quantity that the Contractor intends to put to beneficial use within the Contractor's Service Area, unless approved pursuant to subdivision (c) of Article 5 of this Contract. Said delivery schedule and any revisions thereof shall be submitted at such times as determined by the Contracting Officer and shall be subject to the approval of the Contracting Officer.

POINTS OF DELIVERY – RESPONSIBILITY
FOR DISTRIBUTION OF WATER

5. (a) All Temporary Water Delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the Contracting Officer either directly or indirectly through its written agreement(s) with the Operating Non-Federal Entity, unless undertaken by the Contractor with the consent of the Contracting Officer, at the point or points of delivery established pursuant to subdivision (a) of this Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the appropriate Operating Non-Federal Entity, the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein. For any period of time when accurate measurements have not been made, the Contracting Officer shall make a final determination of the quantity delivered for that period of time. The Contracting Officer shall consult with Contractor and the Operating Non-Federal Entity prior to making said determination.

(b) Temporary Water Delivered pursuant to this Contract shall only be used by the Contractor on lands situated within the Contractor's Service Area depicted on Exhibit A; *Provided, That* Temporary Water Delivered pursuant to this Contract shall not be transferred, exchanged, or banked for other water supplies without the written approval of the Contracting Officer prior to the transfer, exchange, or banking and no transfers, exchanges or banking shall be approved absent all appropriate environmental documentation, including but not limited to documents prepared pursuant to the National Environmental Policy Act and the Endangered Species Act.

(c) The Contractor shall be responsible for the control, carriage, handling, use, disposal, or distribution of Temporary Water Delivered to the Contractor pursuant to this Contract beyond the point(s) of delivery specified in subdivision (a) of this Article. The Contractor agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any duties of the United States required under this Contract, regardless of who performs those duties. The Contractor does not agree to indemnify the United States for any damages arising from intentional torts or malicious actions committed by employees of the United States.

WATER MEASUREMENT WITHIN CONTRACTOR'S SERVICE AREA

6. (a) The Contractor shall ensure that all Temporary Water Delivered for irrigation purposes within the Contractor's Service Area is measured at each agricultural turnout and that all Temporary Water Delivered for M&I purposes is measured at each M&I service connection. The water measuring devices or water measuring methods of comparable

effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring methods to ensure its proper management of the Temporary Water and to bill water users for deliveries of such water by the Contractor. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law.

(b) The Contractor shall inform the Contracting Officer and the Operating Non-Federal Entity on or before the 20th calendar day of each month of the quantity of Irrigation Water and M&I Water taken during the preceding month

PAYMENTS AND ADJUSTMENTS

7. (a) At the time the Contractor submits a delivery schedule, or any revision thereof, pursuant to Article 4 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rates set forth in Exhibit B, for the quantity of Temporary Water Scheduled. Temporary Water shall not be delivered to the Contractor prior to receipt of such advance payment. Temporary Water Scheduled by and Delivered to the Contractor by the United States but subsequently not used by the Contractor shall be considered as having been accepted by the Contractor and no refund shall be made by the United States to the Contractor for such unused Temporary Water: *Provided, That* the Contractor is not required to initially schedule the maximum amount of water specified in subdivision (a) of Article 3 of this Contract.

(b) In addition to payment of the Rates in subdivision (b) of this Article, the

Contractor shall pay all Charges for Temporary Water Delivered before the end of the month following the month of delivery at the charge set forth in Exhibit B. On or before September 15, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following Calendar Year, and such Charges shall replace the Charges in Exhibit B. All Charges due shall be based on the quantities of Irrigation Water and M&I Water shown in the United States' Monthly Water Statement (MWS) for the subject month. The MWS shall be regarded by the Contractor as a bill for the payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment of Charges shall be accomplished through the adjustment of Charges due to the United States in the next month.

(c) Within 60 days of the expiration of this Contract, any payment made by the Contractor in excess of the total amount due to the United States pursuant to this Contract shall, at the option of the Contractor, be refunded by the United States to the Contractor or credited against other obligations due to the United States by the Contractor. With respect to overpayment, such refund or credit shall constitute the sole remedy of the Contractor or anyone having, or claiming to have by or through the Contractor, the right to the use of any of the Temporary Water supply provided for herein.

(d) Payments to be made by the Contractor to the United States under this Contract may be paid from any revenues available to the Contractor.

RETURN FLOWS

8. The United States reserves the right to all seepage and return flow water derived from Temporary Water Delivered to the Contractor hereunder which escapes or is discharged beyond the Contractor's Service Area: Provided, That this shall not be construed as claiming for

the United States any right to seepage or return flow being put to reasonable and beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or under the Contractor.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

9. (a) The O&M of certain Project facilities which serve the Contractor, and responsibility for funding the costs of such O&M, have been transferred to the Operating Non-Federal Entity by separate agreement between the United States and the Operating Non-Federal Entity.

(b) The Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved by the Contracting Officer, all rates, charges, or assessments of any kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or such successor determines, sets, or establishes for the O&M of the Project facilities operated and maintained by the Operating Non-Federal Entity. Such direct payments to the Operating Non-Federal Entity or such successor shall not relieve the Contractor of its obligation to pay directly to the United States the Contractor's share of the Project Rates and Charges, except to the extent the Operating Non-Federal Entity or such successor collects payments on behalf of the United States.

(c) For so long as the O&M of any Project facilities serving the Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for water delivered under this Contract representing the cost associated with the activity being performed by the Operating Non-Federal Entity or its successor.

(d) In the event the O&M of the Project facilities operated and maintained by the Operating Non-Federal Entity, or any successor thereto, is re-assumed by the United States during the term of this Contract, the Contracting Officer shall so notify the Contractor, in writing, and present to the Contractor a revised Exhibit B which shall include the portion of the Rates to be paid by the Contractor for the water under this Contract representing the O&M costs of the Project facilities which have been re-assumed. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates and Charges specified in the revised Exhibit B directly to the United States in compliance with Article 7 of this Contract.

OPINIONS AND DETERMINATIONS

10. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in subdivision (a) of this Article is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and the State of California, and the rules and regulations promulgated

by the Secretary. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

PROTECTION OF WATER AND AIR QUALITY

11. (a) The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(b) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within its Project Water Service Area.

(c) This article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

CHARGES FOR DELINQUENT PAYMENTS

12. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

EQUAL EMPLOYMENT OPPORTUNITY (Federal Construction)

13. The following language is required by Executive Order No. 11246 of September

24, 1965, in all government contracts unless and until it is superseded or amended.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

14. (a) The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through Friant Division project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

BOOKS, RECORDS, AND REPORTS

15. (a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

(b) Nothing in this Article 15 shall be construed to limit or constrain the ability of the Contracting Officer to conduct contract compliance reviews of this Contract in accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised September 29, 2014, as may be further revised, amended, modified, or superseded.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

16. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

17. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

OFFICIALS NOT TO BENEFIT

18. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

19. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

CERTIFICATION OF NONSEGREGATED FACILITIES

20. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

NOTICES

21. (a) Any notice, demand, or request authorized or required by this Contract

shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, Central California Area Office, 1243 N Street, Fresno, California 93721-1813, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors of the Contractor, 6767 E Main St., Stockton, California 95215. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

(b) At such time as the Contractor provides information to the Contracting Officer pursuant to subdivision (a) of this Article, a copy of such information shall be provided to the Operating Non-Federal Entity.

MEDIUM FOR TRANSMITTING PAYMENTS

22. (a) All payments from the Contractor to the United States under this contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of the contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

23. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 10 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

459 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
460 the day and year first above written.

461 UNITED STATES OF AMERICA

462 By: _____
463 Area Manager,
464 Central California Area Office
465 Bureau of Reclamation

466 _____
467 STOCKTON EAST WATER DISTRICT

468 By: _____
469 President, Board of Directors

469 (SEAL)

470 Attest:

471 By: _____
472 Secretary, Board of Directors

EXHIBIT A

[PLACEHOLDER PAGE FOR CONTRACTOR'S SERVICE AREA MAP]

DRAFT

EXHIBIT B

Year 2023
STOCKTON EAST WATER DISTRICT
Rates and Charges
(Per Acre-Foot)

	Irrigation Water	M&I Water
COST-OF-SERVICE RATE		
Capital Component		
Conveyance	\$	\$
Conveyance Pumping	\$	\$
Direct Pumping	\$	\$
O&M Component		
Water Marketing	\$	\$
Conveyance ¹	\$	\$
Conveyance Pumping ¹	\$	\$
Direct Pumping	\$	\$
Total Cost of Service Rate	\$	\$
CHARGES (Payments in addition to Rates)		
P.L. 102-575 Surcharges²		
Friant Surcharge	\$	\$
Restoration Fund Surcharge	\$	\$
M&I Surcharge	\$	\$
P.L. 106-377 Assessment³		
Trinity Public Utilities District	\$	\$
Total Charges and Assessments	\$	\$
Total Per Acre-Foot	\$	\$

Additional details of the rate components are available on the Internet at
<http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>.

¹ Conveyance and Conveyance Pumping O&M costs have been removed for ratesetting purposes and the Contractor will be directly billed by the Operating Non-Federal Entity.

² The P.L. 102-575 Surcharges are required pursuant to Section 3407 of the *Central Valley Project Improvement Act*, Public Law 102-575, Title XXXIV, 106 Stat. 4706, and are determined annually on a fiscal year basis (October 1– September 30). The M&I Surcharge applies to Temporary Water purchased for M&I purposes by any State or local agency or other entity which has not previously been a Project customer prior to October 12, 1992. Entities which held only short-term or interim water service contracts prior to October 31, 1992, without right of renewal, are regarded as not having been a Project customer prior to October 31, 1992.

³ The Trinity Public Utilities District Assessment is required pursuant to Section 203 of Public Law 106-377, and is determined annually for the period from and including March 1 of each Calendar Year through and including the last day of February of the following Calendar Year.

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DATE: November 3, 2026

AGENDA ITEM NO. 4

TITLE: Professional Services Agreement with Zanjero for Development of a Long-Range Decision Support Tool

SUBJECT: Consideration of Recommendation to Authorize the General Manager to Execute a Professional Services Agreement with Zanjero in an Amount Not to Exceed \$35,000 for Development of a Long-Range Decision Support Tool for Strategic Planning

Executive Summary

Stockton East Water District (District) staff requests that the Board of Directors (Board) authorize the General Manager to execute a Professional Services Agreement (PSA) with Zanjero (a division of Trinity Consultants), in an amount not to exceed \$35,000, to develop a long-range Decision Support Tool (DST) to support the District's strategic planning and investment decisions across its portfolio of regional water supply and resiliency projects.

The District faces growing demands on its existing surface water supplies from the Sustainable Groundwater Management Act (SGMA), the Calaveras River Habitat Conservation Plan (HCP), the Bay-Delta Plan, and climate change, and is projected to face a 50-year supply shortfall on the order of 43,000 to 75,000 acre-feet annually (AFA). The District's various supply and resiliency projects currently rely on separate technical models using inconsistent assumptions, including a mixture of average and maximum values; the proposed DST will standardize these models to annual average impacts and benefits, giving staff and the Board a consistent basis to evaluate which projects to invest in, at what scale, and with what urgency.

Background

The District is facing several converging demands on its existing surface water supplies, including SGMA implementation, HCP compliance, the State's Bay-Delta Plan, and the effects of climate change. Looking out over a 50-year horizon, the District is projected to be short of supply on the order of 43,000 to 75,000 AFA. To address this projected shortage, staff have developed, or are actively participating in, a number of regional-scale water supply and resiliency projects, including the Farmington Reservoir feasibility study, the Water Supply Enhancement Project (WSEP), the Mokelumne River Conjunctive Use Program (MICUP), New Hogan Forecast-Informed Reservoir Operations (FIRO), and others.

Most of the demand impacts and project benefits associated with these efforts are derived from separate technical models developed at different times and for different purposes, with a mixture of both average and maximum values used across them. This inconsistency makes it difficult for staff and the Board to compare projects on a common basis or to prioritize investment among them with confidence. To address this, staff solicited the attached Scope of Work from Zanjero, dated October 6, 2026 (Attachment 1), to develop a long-range Decision Support Tool that evaluates and reconciles these models and supports the District's investment decisions for its financial and human resources going forward.

Summary

Zanjero's proposed Scope of Work consists of three tasks:

- Task 1 – Develop Decision Support Tool (4 weeks): Zanjero will develop a long-range, annual-timestep DST incorporating District supplies, demands, system connections, and other relevant components to support evaluation of strategic questions over a 50-year planning period, with particular focus on 5- and 10-year planning windows. The tool will evaluate varied hydrology, changes in demand, shifting regulatory conditions, and different long-term water supply management options, including testing Farmington Dam as a storage facility and changes in surface water management. The DST will produce tables and graphics, quantify and/or qualify uncertainty where feasible, and be fully documented for handoff to District staff for internal use without requiring future consultant involvement.
- Task 2 – Workshops with District Staff (4 weeks): Zanjero will hold two in-person workshops with District staff – the first to confirm alignment and technical accuracy, and the second focused on utilizing the tool and training staff to use it to answer strategic questions and support decision-making.
- Task 3 – Additional Support (timed as relevant): Zanjero will prepare and support materials, and/or present at a District Board meeting, to inform the Board of the DST and the District's ongoing strategic planning efforts, build stakeholder buy-in, and obtain Board feedback on relevant strategic questions.

Zanjero's proposed project team includes Greg Young, PE, Senior Principal, serving as Project Advisor and primary point of contact, and Omar Samara, Ph.D., Water Resources Planner, who will manage the effort and lead technical development of the DST, supported by additional staff as needed. Zanjero will perform the work on a time-and-materials basis at its standard 2026 billable rates, with costs not to exceed \$35,000, assuming adequately available data, timely input and review by District staff, and a consistent scope. The initial DST developed under this engagement is intended to serve as the foundation for future iterations supporting more detailed operational and 5-year planning efforts.

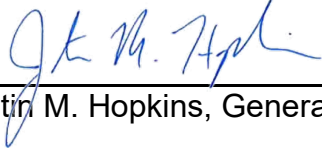
Financial Impact

This expense was not explicitly included in the District's adopted budget. However, funding for this engagement, in an amount not to exceed \$35,000, is available within the General Manager Professional Services account and would not require a budget amendment. Costs will be incurred and invoiced on a time-and-materials basis as work is performed, up to the not-to-exceed contract amount.

Recommendation

Staff recommends the Board of Directors authorize the General Manager to execute a Professional Services Agreement with Zanjero, in an amount not to exceed \$35,000 plus a 10% contingency of \$3,500 for a total amount of \$38,500, for the scope of services described above, and make all other necessary approvals.

Staff Responsible for Report


Justin M. Hopkins, General Manager

Date: 11/03/26

Attachments

1. Zanjero Scope of Work to Develop the Stockton East Water District Decision Support Tool for Long Range Strategic Planning, dated October 2026

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Scope of Work to Develop the Stockton East Water District Decision Support Tool for Long Range Strategic Planning

October 2026



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October 6, 2026

Justin Hopkins
General Manager
Stockton East Water District

RE: Scope of Work for the Stockton East Water District Decision Support Tool for Long Range Strategic Planning

Zanjero is pleased to provide this Scope of Work to Stockton East Water District. Our firm has extensive experience assisting public agencies across California with developing analysis tools necessary for complex, long-range strategic planning efforts.

As California's water landscape shifts through environmental and regulatory changes, public agencies must critically rethink water management and develop technically sound and transparent tools in support of making informed, confident decisions in the face of increasing uncertainty and scrutiny. Zanjero is well positioned to support this effort based on our experience working with agencies to develop Decision Support Tools and developing strategic plan efforts in conjunction with staff and stakeholders to maximize utility of developed tools and ensuring both internal buy-in and external confidence.

Zanjero is a unique water resources consulting firm that takes pride in providing strategic water planning, policy, and management support to resolve complex water resource challenges for our clients throughout California and the American West. We bridge the gap between conventional law firms and engineering firms by synthesizing the legal, technical, economic, and political elements that permeate every water issue and water plan. Zanjero's action tag line, **Advise-Manage-Solve**, embodies our approach to addressing our clients' water management issues.

Zanjero has assembled an experienced team to support this effort. Greg Young will serve as Project Advisor and primary point of contact with Stockton East Water District, guiding the overall approach and coordinating directly with agency staff and key stakeholders on development and implementation of the project. Omar Samara will manage the effort and lead technical development and provide analytical support, contribute to data evaluation, documentation, and development of the Decision Support Tool itself. Additional skilled staff members will provide support as needed. Together, this team brings the experience and technical capability necessary to successfully support development of a powerful tool to support long range planning and decision making.

Thank you for the opportunity to provide you this scope of work. Please contact any member of the project team listed below if you have questions or require additional information.

Sincerely,

Greg Young, PE

Greg Young, PE
Senior Principal
gyoung@zanjeroams.com

Omar Samara, Ph.D.

Omar Samara, Ph.D.
Water Resources Planner
osamara@zanjeroams.com

Scope of Work

The following scope of work describes Zanjero's approach to supporting Stockton East Water District (SEWD) in developing a long-range Decision Support Tool (DST). The Project would involve creating an initial, annual-timestep version of a long-range DST, and workshops with SEWD staff to ensure alignment with SEWD priorities and technical accuracy for maximum utility. Zanjero will also provide support for a Board Presentation to inform the SEWD Board of the developed tool and its capabilities to evaluate complicated scenarios and support confident decision making. The long-range DST will be prepared in a manner which facilitates SEWD's internal use of the tool. The tasks described below are structured to guide the Project through the first iteration, which can be built upon for future operational and 5-year DSTs projects.

Task 1: Develop Decision Support Tool

Task Timeline: 4 Weeks

Zanjero will develop a long-range, annual timestep DST which incorporates SEWD supplies, demands, system connections, and other relevant components for analysis as identified to enable evaluation of strategic questions. The initial iteration of the DST will represent a 50-year planning period, composed of annual timesteps to enable varied hydrology patterns, changes in demand, shifting regulatory conditions, and evaluation of different long-term water supply management options (e.g. testing of the Farmington Dam as a storage facility, changes in surface water management). This proposed iteration will particularly focus 5- or 10-year planning windows across the 50-year horizon for evaluating snapshots of future conditions and long-term impacts. Future iterations can expand the annual model to monthly timesteps for 5-year time horizons with utility for near- or medium-term planning, annual supply/demand assessments, Urban Water Management Planning, etc., or could incorporate daily operational models to evaluate and optimize short-term decision making. The DST will also output tables and graphics as well as quantify and/or qualify uncertainties where feasible to inform and support confident decision making over long-time horizons. The DST will be well documented for handoff to SEWD staff for internal use without requiring future consultant involvement.

Deliverables: The Decision Support Tool. Documentation of the Decision Support Tool and other developed materials.

Task 2: Workshops with SEWD Staff

Task Timeline: 4 Weeks

Zanjero will hold two in-person workshops with SEWD staff to ensure the DST is aligned with SEWD priorities as well as an accurate representation of SEWD's system, ensuring the DST works as intended and functions to answers the relevant questions for SEWD's long-range



water supply planning and decision making. During these workshops, Zanjero will also work with SEWD staff, teaching them how to use the tool and empower staff decision making. The first workshop will focus primarily on ensuring alignment and technical accuracy while the second workshop will focus more on utilization of the tool and answering strategic questions. Zanjero will also provide prepared materials or follow-up materials as relevant.

Deliverable: Two workshops and prepared materials.

Task 3: Additional Support

Task Timeline: Timed as Relevant

Zanjero will prepare and support materials and/or present at a SEWD Board meeting to inform the Board of on-going strategic planning efforts to get stakeholder buy-in, as well as provide an opportunity to get Board feedback on their relevant strategic questions.

Deliverables: Materials as relevant.

Proposed Budget

Zanjero will work on this project on a time and materials basis at our standard 2026 billable rates. Costs to complete work under this proposal will not exceed \$35,000, assuming adequately available data, timely input and review by SEWD, and a consistent scope. While specific tasks are outlined in this scope, the project is expected to be managed to the total budget.



DATE: November 03, 2026**AGENDA ITEM NO. D-5****TITLE: Low Lift Pump Station Design-Build Project****SUBJECT: Consider Authorization of Progressive Design-Build Agreement for Low-Lift Pump Station Electrical Improvements**

Executive Summary

The Stockton East Water District (District) is pursuing electrical improvements at the Low Lift Pump Station to modernize aging infrastructure and improve operational reliability at the Dr. Joe Waidhofer Water Treatment Plant (WTP). Following an interview process involving three qualified contractors—Shimmick Construction Company, Inc., Bockmon & Woody Electric Co., Inc., and Telstar Instruments, Inc.—District staff selected Shimmick Construction Company, Inc. as the preferred design-build contractor. The proposed Phase 1 agreement will focus on engineering, design development, and preconstruction services to establish the project scope, schedule, and construction cost. A subsequent Phase 2 agreement for construction will be brought to the Board for consideration.

District staff recommends the Board authorize the General Manager to execute a Progressive Design Build agreement with Shimmick Construction Company for the Low Lift Pump Station Electrical Improvements Design-Build Project for a price of approximately \$300,000, with a 10% contingency of \$30,000 for a total Board approval of \$330,000.

Staff Recommendation

District staff respectfully recommend the Board of Directors approve the selection of Shimmick Construction Company, Inc. (Shimmick) as the design-build contractor for the Low Lift Pump Station Electrical Improvements Project and authorize the General Manager to execute a Phase 1 Design-Build Agreement with Shimmick for an amount of approximately \$330,000.

Background

The Stockton East Water District (District) operates the Low Lift Pump Station at the Dr. Joe Waidhofer Water Treatment Plant (WTP). The pump station is a critical component of the WTP, conveying raw water through the treatment process. The existing electrical infrastructure requires improvements to maintain reliable operation, improve equipment performance, and support the District's long-term operational needs.

The Low Lift Pump Station Electrical Improvements Project will modernize the existing electrical infrastructure, including electrical distribution equipment, motor controls, and associated instrumentation and control systems. Because the pump station must remain operational during construction, careful planning and coordination will be necessary to minimize interruptions to WTP operations.

Contractor Selection

The District elected to pursue a design-build approach to allow engineering and construction services to be coordinated under a single contractor. This approach provides opportunities to improve constructability, evaluate equipment alternatives, and develop construction sequencing that minimizes impacts to ongoing WTP operations.

As part of the selection process, the District conducted interviews with three qualified contractors:

- Shimmick Construction Company, Inc.
- Bockmon & Woody Electric Co., Inc.
- Telstar Instruments, Inc.

Following the interview process, District staff selected Shimmick as the preferred design-build contractor based on its overall qualifications, project approach, and ability to meet the District's project needs.

Shimmick is currently performing construction services for the District's Bellota Weir Modifications Project and has demonstrated familiarity with the District's construction coordination and project management requirements.

The District used a scoring rubric with categories as summarized below in Table 1. District staff compiled the panels scores into a total summation highlighting Shimmick's overall best fit.

Criteria Weighting	Points	Shimmick	Telstar	Bockmon & Woody
Project Team	40 x 4	145	130	100
Relevant Project Experience	30 x 4	115	85	75
Project Approval	30 x 4	118	95	70
Total (of 400)	100 x 4	378	310	245

Table 1: Summary of Interview Scores

Phase One Design-Build Agreement

The District proposes to enter into a Phase 1 Design-Build Agreement with Shimmick to advance the preliminary engineering, project development, and preconstruction activities necessary to establish the final project scope and construction cost.

Phase 1 activities are anticipated to include an evaluation of existing electrical infrastructure, development of design documents, equipment selection, construction sequencing, preliminary scheduling, and preparation of a construction cost proposal.

During Phase 1, Shimmick will coordinate with District engineering and operations staff to evaluate proposed improvements, identify long-lead equipment, and develop an implementation strategy that maintains adequate pumping capacity during construction.

Upon completion of Phase 1, the District anticipates negotiating a subsequent Phase 2 agreement for final design and construction. The Phase 2 scope and contract amount will be presented to the Board for consideration and approval prior to proceeding.

Summary

After reviewing the statement of qualifications submitted, and conducting interviews, Shimmick Construction Company Inc. has best formulated a team, brings the most experience, and presented the best project. Shimmick best understands the size and scope of the project and simultaneously, sequenced the project with the most benefit to the District.

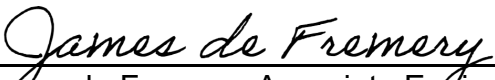
Financial Impact

The District currently has \$1,235,000 allocated for the Project budget under Fund 94 M&I 10-5323 Capital Projects: LLPS Electrical Design-Build. The assumed price of \$300,000 from Shimmick Construction Company, Inc. is within the Project budget.

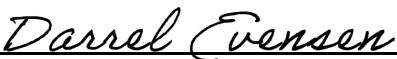
Staff Recommendation

Staff respectfully recommends the Board authorize the General Manager to execute a contract with Shimmick Construction Company, Inc. for \$300,000, plus a 10% contingency of \$30,000, for a total Board approval of \$330,000, and make all other necessary approvals.

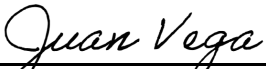
Staff Responsible for Report


James de Fremery, Associate Engineer

Date: 11/03/26


Darrel Evensen, District Engineer

Date: 11/03/26


Juan Vega, Assistant General Manager

Date: 11/03/26


Justin M. Hopkins, General Manager

Date: 11/03/26

Attachments

1. None

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DATE: November 3, 2026

TITLE: Marciano Property Maintenance Notice

SUBJECT: Marciano Property Maintenance NOE

Executive Summary

District staff recommends that the Board approve the Marciano Property Maintenance Project (Project) and authorize the General Manager to execute and file a Notice of Exemption (NOE) pursuant to the California Environmental Quality Act (CEQA).

The Project consists of maintenance and minor improvements to the District-owned Marciano property to support its continued use, maintenance, access, and security. Proposed activities include deep ripping, clearing and improving existing access roads, fencing, removing and replacing existing pipelines, and constructing a two- to three-foot-high berm around the property perimeter.

District staff has determined that the Project qualifies for categorical exemptions. Board approval will authorize the Project and provide the basis for the subsequent filing of the NOE.

Recommendation

District staff respectfully recommends that the Board:

1. Board approves the Marciano Property Maintenance Project.
2. Authorize the General Manager to approve and sign the Marciano Property Maintenance NOE.

Background

The District acquired the Marciano property in 2025. To support the ongoing use, maintenance, access, and security of the property, District staff proposes several maintenance activities and minor improvements.

The proposed work includes deep ripping, clearing and improving existing access roads, installing fencing, removing and replacing existing pipelines, and constructing a two- to three-foot-high berm around the property perimeter.

The California Environmental Quality Act was put in place in 1970, it is a California law requiring public agencies to evaluate the potential environmental effects of projects before making certain discretionary decisions about them. Certain projects may be exempt from further environmental review when they meet the criteria established by CEQA and the CEQA Guidelines.

District staff recommends the Project qualifies for categorical exemptions under CEQA Guidelines Section 15301, Class 1 (Existing Facilities), which applies to qualifying operation, repair, maintenance, and minor alteration of existing facilities, and Section 15304, Class 4 (Minor Alterations to Land), which applies to certain minor alterations to land that do not involve the removal of healthy, mature, scenic trees.

Prior to filing the NOE, the District should confirm that the proposed activities fall within the scope of the applicable exemption or exemptions and that no exceptions under CEQA Guidelines Section 15300.2 apply.

Following Board approval and confirmation of the applicable exemption, the General Manager will be authorized to execute and file the NOE in accordance with applicable CEQA requirements.

Summary

Approval of the Marciano Property Maintenance Project will authorize District staff to proceed with the proposed maintenance and minor improvements to the Marciano property. Authorizing the General Manager to execute and file the NOE following project approval will document the District's CEQA determination and, if properly filed, initiate the applicable statute of limitations for challenging that determination.

District staff recommends that the Board approve the Project and authorize the General Manager to execute and file the NOE, subject to confirmation of the applicable CEQA exemption.

Financial Impact

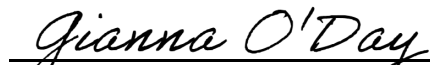
The District currently has a significant budget for the Clements Pipeline project that could be used for the maintenance of the Marciano property. The county filing fees for the NOE is \$50.

Recommendation

Staff respectfully recommends the Board:

1. Board approves the Marciano Property Maintenance Project.
2. Authorize the General Manager to approve and sign the Marciano Property Maintenance NOE.

Staff Responsible for Report


Gianna O'Day, Associate Engineer

Date: 11/03/26


Darrel Evensen, District Engineer

Date: 11/03/26


Juan Vega, Assistant General Manager

Date: 11/03/26


Justin M. Hopkins, General Manager

Date: 11/03/26

Attachments

1. Marciano Property Maintenance NOE

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____
San Joaquin

From: (Public Agency): Stockton East Water District
6767 East Main St.
Stockton CA 95215

(Address)

Project Title: Marciano Property Maintenance

Project Applicant: Stockton East Water District

Project Location - Specific:

695 N Cox Rd. Linden CA 95236

Project Location - City: Linden Project Location - County: San Joaquin

Description of Nature, Purpose and Beneficiaries of Project:

Maintenance and minor alterations to existing facilities to maintain a District owned property to improve operation and security of the property. This includes deep ripping, fencing, improvements to access roads, removal and replacement of existing pipe, and a 2-3 foot berm around the property.

Name of Public Agency Approving Project: Stockton East Water District

Name of Person or Agency Carrying Out Project: Stockton East Water District

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15301, Class 1: Existing Facilities and Class 4: Minor Alterations to Land
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project consists of operation, repair, maintenance, or minor alteration of existing facilities and property. The project consists of minor alterations of the land for agricultural purposes. Both of these reasons qualify under Class 1 and Class 4 Exemption.

Lead Agency

Contact Person: David Strohm Area Code/Telephone/Extension: (209)639-5118

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: 10/21/2026 Title: General Manager

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

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San Joaquin County
**Flood Control & Water
Conservation District**
1810 EAST HAZELTON AVENUE
STOCKTON, CALIFORNIA 95205
TELEPHONE: (209) 468-3000

Agenda Item: E-1

Date: 11/03/26

NAJEE ZARIF
DIRECTOR OF PUBLIC WORKS
FLOOD CONTROL ENGINEER

ADVISORY WATER COMMISSION

October 21, 2026, 1:00 p.m.

San Joaquin County Council of Governments

555 E. Weber Ave. Stockton, CA 95202

AGENDA

- I. Roll Call**
- II. Approval of the May 20, 2026 Minutes**
- III. Discussion/ Action Items:**
 - A. Spring 2026 Groundwater Monitoring
 - B. MICUP Update
 - C. Flood Resilience Ordinance Update
 - D. Local Floodplain Delineation Project
- IV. Public Comment:** *Please limit comments to three minutes.*
- V. Commissioner Comments**
- VI. Future Agenda Items**
- VII. Adjournment**

Next Regular Meeting

November 18, 2026, 1:00 p.m.

San Joaquin County Robert J. Cabral Agricultural Center

2101 E. Earhart Avenue, Stockton, CA 95206

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 Resources 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

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MEETING NOTICE

The Administration Committee
of the Stockton East Water District
Board of Directors will meet at

9:00 a.m., Wednesday, October 28, 2026

at the District Office, 6767 East Main Street, Stockton, CA

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

AGENDA

- | | <u>Page No.</u> |
|--|-----------------|
| 1. Roll Call - Chairperson Sanguinetti, Director Nakaue, Director Watkins, Director Panizza (Alternate) | |
| 2. Public Comment | |
| 3. Stockton East Water District – Staff Report – Consideration of Accepting Technical Analysis Regarding Groundwater Recharge Benefits to SEWD From Adjacent GSAs and Request for Board Direction in Whether to Pursue In-Lieu Recharge Outside SEWD or Within SEWDs Service Area | 01 |
| 4. Stockton East Water District – Staff Report – Consideration Recommending Approval of Revisions to Policy No. 3015-Disposal of Surplus Property or Equipment to the Board of Directors | 51 |
| 5. Stockton East Water District – Staff Report – Consider Approval of Updated Expense Reimbursement and Travel Policy | 67 |
| 6. Stockton East Water District – Staff Report –Consideration of Agreement with U.S. Bureau of Reclamation to Authorize Diversion of Section 215 Flood Water From New Melones Reservoir | 83 |
| 7. Stockton East Water District – Staff Report - Consideration of Recommendation to Authorize the General Manager to Execute a Professional Services Agreement with Zanjero in an Amount Not to Exceed \$35,000 for Development of a Long-Range Decision Support Tool for Strategic Planning | 107 |
| 8. Adjournment | |

DIRECTORS

Richard Atkins
Division 1

Andrew Watkins
Division 2

Ryan Hansen
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Paul Nakaue
Vice President
Division 6

Thomas McGurk
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

Certification of Posting

I hereby certify that on October 22, 2026, 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 24 hours in advance of the meeting of the Stockton East Water District Special Administration Committee Meeting (Government Code Section 54954.2). Executed at Stockton, California on October 22, 2026.

A handwritten signature in black ink, appearing to read 'Priya Ram', with a horizontal line extending to the right.

Priya Ram, Director of Finance & Administration
Stockton East Water District

Weekly Water Report		
	As of: October 20, 2026	As of: November 3, 2026
New Hogan (NHG) TOC	264,850	AF
Storage:	153,014	AF
Net Storage Change:	2,763	AF
Inflow:	18	CFS
Release:	73	CFS
New Melones (NML) Allocation	0	AF
Storage:	1,507,997	AF
Net Storage change:	18,344	AF
Inflow:	486	CFS
Release:	831	CFS
Source: CDEC Daily Reports		

Goodwin Diversion (GDW)		
Inflow (Tulloch Dam):	1,009	CFS
Release to Stanislaus River (S-98):	461	CFS
Release to OID (JT Main):	204	CFS
Release to SSJID (SO Main):	101	CFS
Release to SEWD & CSJWCD:	<u>0</u>	CFS
Total Release	766	CFS
Source: Tri-Dam Operations Daily Report		
Farmington Dam (FRM)		
Diverted to SEWD:	0	CFS
Diverted to CSJWCD:	0	CFS

Surface Water Used		
Irrigators on New Hogan:	0	
Irrigators on New Melones:	0	
Out-Of-District Irrigators:	0	
DJWWTP Production:	48	MGD
North Stockton:	10	MGD
South Stockton:	9	MGD
Cal Water:	17	MGD
City of Stockton DWSP Production:	13	MGD

District Ground Water Extraction		
74-01	0	GPM
74-02	0	GPM
North	0	GPM
South	0	GPM
Extraction Well # 1	2,540	GPM
Extraction Well # 2	<u>3,130</u>	GPM
Total Well Water Extraction	5,670	GPM
Total Ground Water Production	8	MGD

Note:

****The data reported here is available as of 10/18/26**

***The data reported here is available as of 10/19/26**

All other flow data reported here is preliminary, as of 9:00 a.m. on 10/20/26

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Jackson R. Gualco invites you to the

23RD ANNUAL

Mesplé Third House Holiday Celebration



The Gualco Group, Inc.®

10
DEC
2026

5PM - 8PM

THE GUALCO GROUP, INC.
500 CAPITOL MALL, SUITE 2600
SACRAMENTO, CA 95814

Business Casual Attire

RSVP TO LISA RODRIGUEZ
LISA_RODRIGUEZ@GUALCOGROUP.COM | 916-441-1392 109

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Bianca Rodriguez

To: Justin Hopkins
Cc: Priya Ram
Subject: RE: AMWA Announces CEO Selection

From: AMWA National Office <info@amwa.net>
Date: October 26, 2026 at 11:12:22 AM PDT
To: Justin Hopkins <JHopkins@sewd.net>
Subject: AMWA Announces CEO Selection
Reply-To: membership@amwa.net

A Message from the Board President

Calvin Farr, Jr.
*General Manager/CEO,
Prince William Water*



Dear AMWA Members and Subscribers,

On behalf of the AMWA Board of Directors, I am pleased to share that Dan Hartnett has been appointed Chief Executive Officer of the Association of Metropolitan Water Agencies (AMWA).

Following a comprehensive national search, the Board unanimously selected Dan to lead AMWA into its next chapter. Since assuming the role of Interim CEO in July, Dan has provided thoughtful leadership, maintained strong momentum across the association's programs and priorities, and demonstrated a deep commitment to serving our members and subscribers.

Dan is a highly respected leader in the water sector and has been a central voice in AMWA's advocacy efforts since joining the association in 2007. His experience on Capitol Hill, extensive

knowledge of federal water policy, and longstanding relationships throughout the water sector have made him a trusted leader among his team, peers, and membership.

Throughout his tenure at AMWA, Dan has played a critical role in advancing the legislative and regulatory priorities that matter most to our members. His deep understanding of the challenges facing metropolitan water systems, coupled with his strategic vision for the future, positioned him as the clear choice to lead the association.

As CEO, Dan will continue working closely with the Board, staff, and members to strengthen AMWA's role as the leading voice for publicly owned drinking water systems and ensure the association remains responsive to the evolving needs of the sector.

In Dan's words:

"It is an honor to be selected to serve as AMWA's next CEO. In my nearly 20 years with AMWA I have had the privilege to work with countless dedicated volunteers, members, and colleagues to advance the association's mission as the voice of the nation's largest publicly owned drinking water systems. I am eager to enhance these efforts in the months and years ahead. I want to thank the Board of Directors for the confidence they have placed in me, and to AMWA's staff for their consistent support."

The Board extends its appreciation to the Search Committee for its dedication throughout this process and to the many members, subscribers, and stakeholders who shared their perspectives along the way.

Please join me in congratulating Dan on this well-deserved appointment. We look forward to his steady leadership and to the continued success of AMWA and its members in the years ahead.

Sincerely,
Calvin Farr, Jr.
President, AMWA Board of Directors
General Manager/CEO, Prince William Water



Bianca Rodriguez

To: Justin Hopkins

Cc: Priya Ram

Subject: RE: Public Request 01/01/25-10/15/26

Good day,

I just wanted to express my sincere thanks for promptly providing the file(s) in response to my FOIA request. I truly appreciate your attention to this matter and the efforts of your office in fulfilling my request.

Thank you again for your outstanding cooperation.

Sincerely,
Justin

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REGIONS

ACWA Regions 2 & 4 Tour and Program

Connecting Climate, Water & Habitat

Preliminary Program and Itinerary

Nov. 4, 2026 | Winters Community Center, 201 Railroad Ave, Winters, CA 95694

- 8:00 a.m. Check-In and Continental Breakfast
- 8:20 a.m. Welcome **Cary Keaten**, Chair, Region 4/**Eric Larrabee**, Chair, Region 2
- 8:30 a.m. Welcome Majority Leader **Cecilia Aguiar- Curry**
- 8:40 a.m. Board Bus to Kick off Putah Creek Tour
Alex Rabidoux, P.E., Assistant General Manager, SCWA
- 9:00 a.m. Putah Diversion Dam
- 9:45 a.m. UC Riparian Reverse Fish Weir
- 10:50 a.m. Return to Winters Community Center
- 11:00 a.m. Solano County Water Agency Overview
- 11:20 a.m. Panel: Salmon Outlook, Science and Management
- MODERATOR**
Max Stevenson, Ph.D., Streamkeeper. Solano County WA
- PANELIST**
David Weisenberger, General Manager, Banta-Carbona ID
Jonathan Nelson, Anadromous Fisheries Program Manager, CDFW
Robert Lusardi, Assistant Professor, UC Davis
- 12:35 p.m. Lunch/ACWA Update
Ernie Avila, President, ACWA
Karla Nemeth, Executive Director, ACWA
- 1:05 p.m. Keynote Speaker: **Erik Loboschefsky, Ph.D., P.E.**, Executive Manager, DWR



Stantec

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Thank you Regions 2 & 4 Event Sponsors

- 1:45 p.m. Panel: Winter Outlook and Regional Flood Preparedness
NOAA Weather and Climate Outlook Video
Courtney Carpenter, Warning Coordination Meteorologist, NOAA

MODERATOR
Kristin Sicke, General Manager, Yolo County Flood Control and Water Conservation District

PANELIST
Michael L. Anderson, Ph.D., CA State Climatologist, DWR
James Newcomb, Deputy Director Natural Infrastructure and Ecosystem Resilience, DWR
Laurance Sanati, Division Manager for the Division of Flood Operations, DWR
- 3:15 p.m. ACWA JPIA Update
David DeBernardi, Finance Director, ACWA JPIA
- 3:30 p.m. Concluding Remarks
Carol Lee Brady-Gonzales, Vice President, ACWA

ACWA 2026-'27 Region 2 Board Members

Chair Eric Larrabee Western Canal WD • **Vice Chair** Josh Watkins City of Redding
Board Members Patrick Meagher Rec. Dist. #784 • Kyle Morgado Yuba WA • Kevin Phillips Paradise ID •
Dean Sherrill Rio Alto WD • Shandon Smith Tehama Colusa Canal Authority

ACWA 2026-'27 Region 4 Board Members

Chair Cary Keaten Solano ID • **Vice Chair** Kristin Sicke Yolo County FC & WCD
Board Members Jay Boatwright Sacramento Suburban WD • Vincent Lucchesi Patterson ID • Thomas Orvis
Oakdale ID • Andrew Watkins Stockton East WD • David Weisenberger, Banta-Carbona ID