



REGULAR BOARD MEETING

NOVEMBER 9, 2021



**STOCKTON
EAST WATER
DISTRICT**
PROVIDING SERVICE SINCE 1948
www.sewd.net

DIRECTORS

Richard Atkins
Vice President
Division 1

Andrew Watkins
President
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Loralee McGaughey
Division 6

Thomas McGurk
Division 7

STAFF

Scot A. Moody
General Manager

Justin M. Hopkins
Assistant General Manager

LEGAL COUNSEL

Jeanne M. Zolezzi
General Counsel

Phone 209-948-0333
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6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

MEETING NOTICE

THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE STOCKTON EAST WATER DISTRICT WILL BE HELD AT 12:30 P.M., TUESDAY, NOVEMBER 9, 2021 AT THE DISTRICT OFFICE, 6767 EAST MAIN STREET STOCKTON, CALIFORNIA 95215

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

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

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

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

AGENDA

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A. Pledge of Allegiance (Director Sanguinetti) & Roll Call	
B. Consent Calendar (None)	
C. Public Comment (Non-Agenda Items)	
D. Scheduled Presentations and Agenda Items	
1. Disinfection Alternatives Study Presentation – 90% Design	
2. Minutes 11/02/21 Regular Meeting	01
3. Warrants	
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5.	New Melones Shutdown Update Memo, 11/09/21	25
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E.	Committee Reports	
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2.	San Joaquin County & Delta Water Quality Coalition Meeting, 11/08/21	
3.	Agricultural Operations Committee Meeting, 11/08/21	41
F.	Report of the General Manager	
1.	Water Supply Report as of 11/08/21	43
2.	Information Items	
a.	Material Included, but Bound Separately from Agenda Packet:	
1.	<u>Newsom Administration Breaks Off Water Talks, The Manteca Bulletin, 11/03/21</u>	
2.	<u>Gov. Newsom’s Department Of Water Resources Minions To Poor Folks of Kettleman City: Drop Dead, The Modesto Bulletin, 10/30/21</u>	
3.	<u>California Drought: Key Talks Over Water Use Break Down, S.F. May Face Tighter Regulation, San Francisco Chronicle, 10/29/21</u>	
3.	Report on General Manager Activities	
a.	Stockton East Water District Activities Update	
G.	Director Reports	
1.	San Joaquin County Farm Bureau Federation – AgVenture Days (Manteca), 11/04/21	
H.	Communications	
I.	Agenda Planning/Upcoming Events	
1.	Eastern San Joaquin Groundwater Authority Steering Committee Meeting, 8:30 a.m., 11/10/21	

2. Ad-Hoc Meeting with Central San Joaquin Water Conservation District,
2:30 p.m., 11/10/21
3. District Holiday – Veteran’s Day, 11/11/21

J. Report of the Counsel

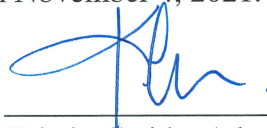
1. Closed Session - Potential Litigation
Government Code 54956.9 (c) – one case
2. Closed Session - Personnel
Government Code 54957

K. Adjournment

Certification of Posting

I hereby certify that on November 4, 2021 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 November 4, 2021.



Kristin Carido, Administrative Services Manager
Stockton East Water District

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

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THE REGULAR MEETING OF THE BOARD OF DIRECTORS
OF STOCKTON EAST WATER DISTRICT WAS HELD AT THE DISTRICT OFFICE
6767 EAST MAIN STREET, STOCKTON, CA
ON TUESDAY, NOVEMBER 2, 2021 AT 12:30 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

President Watkins called the regular meeting to order at 12:30 p.m. and Director McGaughey led the Pledge of Allegiance.

Present at roll call at the District were Directors McGurk, Sanguinetti and Watkins. Also present were Manager Moody, Finance Director Vega, District Engineer Evensen, Administrative Services Manager Carido and Administrative Clerk Feliciano. Present at roll call via teleconference were Directors McGaughey and Panizza. Directors Atkins and Cortopassi were absent. Also present via teleconference was Legal Counsel Zolezzi.

B. CONSENT CALENDAR (None)

C. PUBLIC COMMENT (None)

D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS

1. Action Item: Stockton East Water District Board of Directors Reconsidered the Circumstances of the State of Emergency and Determine that
 - (i) The State of Emergency continues to directly impact the ability of the members to meet safely in person and/or
 - (ii) State or Local Officials continue to impose or recommend measures to promote social distancing.

Manager Moody presented the Board of Directors with the Action Item regarding Assembly Bill 361 Open Meetings: State and Local Agencies: Teleconferences as approved by the Governor on September 16, 2021. Manager Moody explained the Action Item will be added to the agenda every thirty days on the first meeting of the month for the Board of Directors to approve sections (i) and (ii).

A motion was moved and seconded to approve the Action Item: Stockton East Water District Board of Directors Reconsidered the Circumstances of the State of Emergency and Determine that (i) The State of Emergency continues to directly impact the ability of the members to meet safely in person and/or (ii) State or Local Officials continue to impose or recommend measures to promote social distancing, as presented.

Roll Call:

Ayes: McGaughey, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Atkins, Cortopassi

2. Minutes 10/26/21 Regular Meeting

Director McGurk made the following corrections to the minutes:

- Page 2, section D-4, 1st paragraph, 3rd sentence – add “s” to the word “laundry.”

- Page 4, section E-1, 2nd paragraph, 2nd sentence – add “AWC” after the word “next.”
- Page 4, section E-2, 1st paragraph, 2nd sentence – strike “Carollo Engineers” and replace with “Kjeldsen, Sinnock, Neudeck (KSN).”

A motion was moved and seconded to approve the October 26, 2021 Regular Board Meeting Minutes, as amended.

Roll Call:

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

3. Warrants – California Public Employees’ Retirement System

A motion was moved and seconded to approve the November 2, 2021 Warrants, as presented.

Roll Call:

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

4. Stockton East Water District – Gotelli Bridge Install, 10/27/21

Manager Moody provided the Board with a video and picture slideshow of the Gotelli Bridge install. Manager Moody reported the installation of the Gotelli Bridge was seamless and successful. This item was for information only.

E. COMMITTEE REPORTS

1. San Joaquin Farm Bureau Federation – Water Committee Meeting, 10/26/21

Directors Sanguinetti and Watkins and Manager Moody attended the October 26, 2021 San Joaquin Farm Bureau Federation – Water Committee Meeting. Manager Moody reported three districts were present, South San Joaquin Water Conservation District, San Joaquin County and Stockton East Water District; each district gave an update. Manager Moody reported David Strecker, Water Committee Member commented the water running by his property this fall was clear before they stopped diverting and Brandon Nakagawa, South San Joaquin Irrigation District reported it was Stockton East Water District water for next year. President Watkins commented the water was fish pulse flows.

President Watkins commented Manager Moody won the raffle at the meeting. This item was for information only. The next meeting is scheduled for November 23, 2021.

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 10/25/21

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

There is 90,339 AF in storage at New Hogan Reservoir. Current releases are set at 43 cfs. Current release at Goodwin Dam to Stanislaus River are set at 644 cfs and release to all water users are set at 0 cfs. There is 0 irrigator on New Hogan and no irrigator(s) on New Melones.

There are currently no Out-of-District irrigator(s). The water treatment plant is currently processing 15 mgd. The City of Stockton is currently processing 20 mgd.

2. Information Items:

Manager Moody noted items: F2a-1, F2a-2 and F2a-3.

3. Report on General Manager Activities

a. Agricultural Operations Committee Meeting Query

Manager Moody queried the Board about holding an Agricultural Operations Committee Meeting. Manager Moody reported the Annual Budget needs to be brought to the Board at the December 14th Regular Board Meeting for approval. Manager Moody commented the Committee will likely need to meet more than once before Annual Budget is approved. Manager Moody advised staff will send an email to the Committee members to get a consensus on a date.

b. ACWA State Legislative Committee Meeting, 10/29/21

Manager Moody attended the October 29, 2021 ACWA State Legislative Committee Meeting. Manager Moody reported this was the last meeting of the calendar year and it was a planning meeting for the upcoming year; ACWA looks at proposals from different agencies on legislation to possibly sponsor. Manager Moody reported there was discussion regarding the upcoming ACWA Fall Conference taking place in Pasadena, CA on November 30th through December 2nd. Manager Moody reported discussion on a bill in front of Congress for Low Income Rate Assistance in the amount of \$225 million however, California has a \$600 million deficit which will not cover even 50% of the need in California. Manager Moody reported Two-Year Bills are required for submission to the Assembly by January 31, 2022; the District's Rate Cap Bill has been submitted to the Senate and now must be submitted to the Assembly or the Bill will be rejected. Manager Moody commented he will follow up with Consultant Barkett for his involvement to contact Senator Susan Talamantes Eggman. This item was for information only.

c. Stockton East Water District Activities Update

Manager Moody reported District Staff celebrated Halloween with a Decorating Contest and the Administration/Finance & Special Projects departments won. Manager Moody reported District Staff also made a candy donation to Garden Acres Community Center and displayed a picture for the Board of District Staff and Garden Acre Community Center Staff during the donation drop-off. This item was for information only.

Manager Moody queried the Board about pre-purchasing the impellers to re-build P-27 in order to keep the expense in the current Fiscal Year as it was budgeted; the impellers are on backorder and will take 14 weeks before they are received. Manager Moody reported as P-29 was just rebuilt, P-27 is likely to have the same issues with the impellers and will need to be replaced. President Watkins inquired if new technology needs to be researched as the current motor/impellers are wearing out quickly. Manager Moody replied the current motor/impellers have 79,000 hours on it. Manager Moody commented the impellers will fit all three motors and would be used on a motor if not by P-27. Director McGurk inquired on the stages on the impeller. Director Sanguinetti replied ~4-5 stages. It was the consensus of the Board to move forward.

G. DIRECTOR REPORTS (None)

H. COMMUNICATIONS (None)

I. AGENDA PLANNING/UPCOMING EVENTS

1. San Joaquin County Farm Bureau Federation – AgVenture Days, 11/04/21
2. Eastern San Joaquin Groundwater Authority Ad-Hoc Technical Advisory Committee (TAC) Meeting, 10:30 a.m., 11/04/21
3. San Joaquin County & Delta Water Quality Coalition Meeting, 9:00 a.m., 11/08/21

J. REPORT OF THE COUNSEL

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

President Watkins adjourned the meeting to closed session at 12:52 p.m. to discuss closed session agenda items. District staff, with the exception to Manager Moody, were excused from the closed session meeting at 1:00 p.m. The regular meeting reconvened at 1:05 p.m., with no reportable action.

K. ADJOURNMENT

President Watkins adjourned the meeting at 1:06 p.m.

Respectfully submitted,

Scot A. Moody
Secretary of the Board

arf

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 09, 2021**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
1 ACWA/JPIA (Health Benefits)	10-5047-0	Dec 2021 medical, dental, vision, & life insurance-Admin	15,622.21	0675184-Dec 2021
2 ACWA/JPIA (Health Benefits)	10-5062-0	Dec 2021 medical, dental, vision, & life insurance-DIR	10,174.59	0675184-Dec 2021
3 ACWA/JPIA (Health Benefits)	10-5050-0	Dec 2021 medical, dental, vision, & life insurance-RET Admin	3,813.04	0675184-Dec 2021
4 American West Communications, L.P.	10-5141-0	Nov 2021 Gopher Ridge tower rental for the WS maintenance	579.63	November 2021
5 Anthony Barkett	10-5155-0	December 2021 consulting fees-Efforts to protect NM water	5,500.00	Dec 2021
6 Availability Professional Staffing	10-5044-0	Administrative clerk - 32 hours (week of 10/11/21)	1,210.88	5147
7 Cerida Investment Corp.	10-5141-0	Answering service from 10/26/21-11/22/21	137.00	112-80468
8 De Lage Landen Financial Services, Inc	10-5124-0	11/15/21-12/21/21 SEWD printers (5+finance) lease	1,415.57	11/3/21
9 Doyce Boesch	10-5155-0	December 2021 consulting services by Doyce Boesch	7,000.00	December 2021
10 Jan-Pro of the Greater Bay Area	10-5154-0	November 2021 monthly janitorial services -Admin Bldg	365.00	9169
11 Kristin V. Coon	10-5131-0	Prof. service Water Conservation Educ. Dec 2021	15,587.79	2021-12
12 Power Services, Inc.	10-5110-0	Pump test	275.00	6652
13 Quadient Leasing USA Inc./MailFinance	10-5126-0	Rental Charges Neopost machine from 11/29/21-02/27/22	577.15	N9116616
14 Quill Corporation	10-5125-0	Computer monitor for maintenance	452.53	20469987

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 09, 2021**

Vendor name	Account #	Description	Amount	Invoice No.
		ADMIN FUND 70		
15 Quill Corporation	10-5125-0	Office supplies ordered 10/12/21-10/25/21	211.34	20427684/396/905/164
16 Red Wing Shoe Store	10-5101-0	2021 safety shoe allowance JStephens	226.97	20211104014569
17 SEWD Vehicle Fund	10-5181-0	Oct 2021 - Vehicle Mileage Reimbursement-Admin	925.8	Oct 2021-Admin
18 Smart & Final	10-5125-0	SEWD board rooms supplies ordered 09/10/14 & 10/15/14	552.55	4031310004805/6003
19 Sunbelt Rentals, Inc	10-5147-0	Rental of 50' boom lift for PC2 prj 2220	347.04	118502167-0001
20 US Bank-Dollar General Market	10-5125-0	Office supplies on 10/15/21	13.79	Cahoon8501-102221e
21 US Bank-Amazon	10-5141-0	Accessories for district issued cell phone	42.00	Carido4194-102221a
22 US Bank Corporate	10-5127-0	Meeting expense on 09/28/21	386.41	Carido4194-102221b
23 US Bank Corporate	10-5127-0	Meeting expense on 10/01/21	71.92	Carido4194-102221c
24 US Bank-Verizon	10-5141-0	Replacement of district issued cell phone	31.00	Carido4194-102221d
25 US Bank-Amazon	10-5125-0	Office supplies ordered on 10/01/21	28.79	Carido4194-102221e
26 US Bank Corporate	10-5127-0	Meeting expense on 10/05/21	313.65	Carido4194-102221f
27 US Bank Corporate	10-5127-0	Meeting expense on 10/12/21	289.36	Carido4194-102221g
28 US Bank-Greater Stockton Chamber	10-5103-0	2021 San Joaquin Ag hall of fame	360.00	Carido4194-102221h
29 US Bank-USPS	10-5126-0	USPS express package	27.10	Carido4194-102221i
30 US Bank-Amazon	10-5125-0	Office supplies ordered on 10/14/21	81.62	Carido4194-102221j
31 US Bank Corporate	10-5127-0	Meeting expense on 10/19/21	335.51	Carido4194-102221k
32 US Bank-Modern Urgent Care	10-5101-0	Testing on 10/19/21	249.00	Carido4194-102221l
33 US Bank-FreeConferenceCall.com	10-5141-0	Virtual phone (09/29/21-10/28/21)	9.00	Curtis4744-102221a
34 US Bank Corporate	10-5127-0	Meeting expense on 10/08/21	119.11	Hopkins7237-102221a
35 US Bank Corporate	10-5127-0	Meeting expense on 09/24/21	463.14	Moody3859-102221a
36 US Bank-Kelly's Car Wash	10-5182-0	Car wash for Unit #69	13.00	Moody3859-102221b
37 US Bank Corporate	10-5127-0	Meeting expense on 9/30/21	76.23	Moody3859-102221c
38 US Bank Corporate	10-5127-0	Meeting expense on 10/18/21	36.63	Moody3859-102221d
39 US Bank Corporate	10-5127-0	Meeting expense on 09/21/21	298.65	Moody3859-102221e
40 US Bank-ArcAntenna.com	10-5146-0	Antenna for testing SCADA radios	33.16	Riojas0385-092221b
41 US Bank Trust National Association	10-5152-0	Trustee fees-Safe Drinking Water State Revolving	981.75	6302945
		ADMIN FUND 70 TOTAL	\$69,234.91	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 09, 2021**

Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
42 ACWA/JPIA (Health Benefits)	10-5047-0	Dec 2021 medical, dental, vision, & life insurance-NM	16,350.55	0675184-Dec 2021
43 ACWA/JPIA (Health Benefits)	10-5050-0	Dec 2021 medical, dental, vision, & life insurance-RET WS	7,304.98	0675184-Dec 2021
44 ACWA/JPIA (Health Benefits)	10-5056-0	Dec 2021 medical, dental, vision, & life insurance-NH	5,603.45	0675184-Dec 2021
45 Balance Staffing Workforce LLC	10-5202-0	Temporary labor for dam removal week of 10/04/21	1,031.19	219400
46 Fastenal Company	10-5202-0	Fasteners, drill bits, and cutting blades for Fish Screen	122.74	CASTC152718
47 Fresno Oxygen	10-5203-0	Welding supplies for Gotelli Bridge replacement prj 2233	381.90	62859360/314/601
48 HDS White Cap Construction Supply	10-5203-0	Gotelli Bridge-Rebar and forms for Rubicon pedestal prj 2233	267.57	50017066446
49 HDS White Cap Construction Supply	10-5204-0	Shelton Rd Bridge-Rebar and forms for Rubicon pedestal prj 2231	267.56	50017066446
50 HDS White Cap Construction Supply	10-5203-0	Rental of snap tie wedge for Gotelli bridge replace. prj2233	18.53	10015132768
51 PG&E 3117175782-1	10-5213-0	Electricity 09/20/21-10/18/21 Escalon Bellota trash rack	288.16	31171757821-10/19/21
52 PG&E 6722855250-0	10-5202-0	Electricity 09/27/21-10/25/21 Mosher Slough Headworks	15.65	67228552500-10/26/21

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 09, 2021**

Vendor name	Account #	Description	Amount	Invoice No.
		WATER SUPPLY FUND 71		
53 SEWD Vehicle Fund	10-5207-0	Oct 2021 - Vehicle Mileage Reimbursement-NH	4,597.35	Oct 2021-NH
54 SEWD Vehicle Fund	10-5218-0	Oct 2021 - Vehicle Mileage Reimbursement-NM	4,592.25	Oct 2021-NM
55 UniFirst Corporation	10-5213-0	Weekly laundry service 10/21/21 & 10/28/21	106.78	370 1348274/370 1349826
56 US Bank-Amazon	10-5213-0	Voltage monitoring relay for Shirley Gulch SCADA tower	31.78	Cahoon8501-102221a
57 US Bank-AAA Ornamental Inc.	10-5203-0	Railing for Gotelli Bridge replacement prj 2233	2,995.23	Evensen7245-102221a
58 US Bank-AAA Ornamental Inc.	10-5203-0	Tubing plugs for Gotelli Bridge Replacement prj 2233	10.34	Riojas0385-092221a
59 Wille Electric Supply Co, Inc.	10-5204-0	Conduit fittings for Shelton Rd. bridge meter prj 2231	25.91	S2055035.001
		WATER SUPPLY FUND 71 TOTAL	\$44,011.92	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 09, 2021**

Vendor name	Account #	Description	Amount	Invoice No.
60 ECORP Consulting, Inc	10-5180-0	FISH SCREEN IMPROVEMENT FUND 89 Professional services for 09/01/21-09/30/21	457.50	94563
		FISH SCREEN IMPROVEMENT FUND 89 TOTAL	\$457.50	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 09, 2021**

Vendor name	Account #	Description	Amount	Invoice No.
		VEHICLE FUND 91		
61 US Bank-Amazon	10-5182-0	Throttle position sensor kit for repair on Unit 47	50.55	Cahoon8501-102221c
62 US Bank-Stanley Fetsch & Son	10-5343-0	Fuel pump for repair of welder on Unit 56	23.98	Cahoon8501-102221d
		VEHICLE FUND 91 TOTAL	\$74.53	

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**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 09, 2021**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
63 ACWA/JPJA (Health Benefits)	10-5047-0	Dec 2021 medical, dental, vision, & life insurance-M&I	54,679.60	0675184-Dec 2021
64 ACWA/JPJA (Health Benefits)	10-5050-0	Dec 2021 medical, dental, vision, & life insurance-RET M&I	10,407.73	0675184-Dec 2021
65 Atlas Copco Compressors LLC	10-5323-0	Tank and air compressor for surge tank rehab prj 2205	1,250.47	1121103052/1121102969
66 Cal-Sierra Pipe, Inc.	10-5329-0	Pipe for sludge handling-sludge lagoons prj 2212	931.82	11000015804-001
67 Capital Rubber Co., Ltd.	10-5341-0	Hip waders (5) for water supply	708.50	S149780
68 Ferguson Enterprises LLC #3326	10-5343-0	Hydrant diffuser and probe rod	530.29	WP021662/WP021666
69 FGL Environmental	10-5308-0	SUVA monitoring	270.00	154297A
70 FGL Environmental	10-5308-0	Coliform bacti monitoring sampled on 09/25/21-10/26/21	1,835.00	153934A-155512A
71 FGL Environmental	10-5308-0	Inorganic analysis-Metals, Total- As, Fe, Mn	48.00	154715A
72 Frank A. Olsen Co.	10-5329-0	Plug valves for sludge handling-sludge lagoons prj 2212	6,370.87	247729
73 Fresno Oxygen	10-5344-0	Treatment plant consumables-Welding supplies	23.89	62858719
74 Grainger, Inc.	10-5344-0	Treatment plant consumables ordered on 10/06/21 & 10/13/21	166.46	9085273960/9078020188
75 Grainger, Inc.	10-5321-0	Treatment plant consumables ordered on 10/13/21	193.95	9085273960
76 Grainger, Inc.	10-5321-0	Signs for marking yard for deliveries and condenser cleaner	136.25	9074739948/9082555757

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
NOVEMBER 09, 2021**

Vendor name	Account #	Description	Amount	Invoice No.
		MUNICIPAL & INDUSTRIAL FUND 94		
77 HDS White Cap Construction Supply	10-5329-0	Fasteners for sludge handling-sludge lagoons prj 2212	428.99	10015027885
78 Jan-Pro of the Greater Bay Area	10-5326-0	Nov 2021 monthly janitorial services -Ops Bldg	378.00	9169
79 JM Squared Associates, Inc.	10-5321-0	Maintenance repair kit for flash mixer 2	3,457.63	121-7668
80 Morrill Industries, Inc.	10-5329-0	Purchase of pipe connections for solids prj 2212	1,197.44	INV00154489
81 PG&E 0908023195-5	10-5302-0	Electricity 08/23/21-09/21/21 WTP East Side Feeder	9,228.21	09080231955-10/21/21
82 PG&E 2544904013-5	10-5302-0	Electricity 08/23/21-09/21/21 TP HS @6749 E Main	92,835.18	25449040135-10/03/21
83 PG&E 7493068226-0	10-5302-0	Electricity 09/17/21-10/15/21 Outdoor Light-TP	13.51	74930682260-09/16/21
84 Rexel USA Inc	10-5321-0	Electrical supplies for distribution box on DB-1	313.83	S131870013.001
85 Rexel USA Inc	10-5344-0	Treatment plant consumables ordered on 09/29/21	58.93	S131870165.001
86 SEWD Vehicle Fund	10-5181-0	Oct 2021 - Vehicle Mileage Reimbursement-M&I	2,299.77	Oct 2021-M&I
87 The Home Depot	10-5329-0	Lumber for sludge handling-sludge lagoons prj 2212	78.70	1014492
88 UniFirst Corporation	10-5342-0	Weekly laundry service 10/21/21 & 10/28/21	303.90	370 1348274/370 1349826
89 US Bank-Fluid Sealing Supply	10-5321-0	Pump packing material for maintenance on pumps at TP	122.27	Cahoon8501-102221b
90 Wille Electric Supply Co, Inc.	10-5343-0	Tools for electrician	47.44	S2053262.001
		MUNICIPAL & INDUSTRIAL FUND 94 TOTAL	\$188,316.63	

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STOCKTON EAST WATER DISTRICT
PAYROLL EXPENSES
NOVEMBER 09, 2021

Vendor name	Description	Amount
	ADMIN FUND 70	
1 SEWD Fund 01-General Fund	Payroll Date - 10/01/21	34,442.24
	Payroll Date - 10/15/21	34,410.15
	Payroll Date - 10/29/21	37,193.07
	ADMIN FUND 70 PAYROLL TOTAL	\$ 106,045.46
	WATER SUPPLY FUND 71	
	WATER SUPPLY FUND 71	
2 SEWD Fund 01-General Fund	Payroll Date - 10/01/21	30,203.51
	Payroll Date - 10/15/21	30,424.39
	Payroll Date - 10/29/21	29,741.10
	WATER SUPPLY FUND 71 PAYROLL TOTAL	\$ 90,369.00
	MUNICIPAL & INDUSTRIAL FUND 94	
3 SEWD Fund 01-General Fund	Payroll Date - 10/01/21	113,202.96
	Payroll Date - 10/15/21	96,457.97
	Payroll Date - 10/29/21	100,200.86
	MUNICIPAL & INDUSTRIAL FUND 94 PAYROLL TOTAL	\$ 309,861.79
	TOTAL FOR RBM 11/09/21	\$ 506,276.25

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**STOCKTON EAST WATER DISTRICT
 INVOICES AND PAYROLL FOR BOARD PACKAGE
 NOVEMBER 09, 2021**

Fund Number	Fund Summary	AP Amount	Payroll Amount
Fund 70	Administration Fund	69,234.91	106,045.46
Fund 71	Water Supply Fund	44,011.92	90,369.00
Fund 89	Fish Screen Improvement Fund	457.50	0.00
Fund 91	Vehicle Fund	74.53	0.00
Fund 94	Municipal & Industrial Fund	188,316.63	309,861.79
	TOTAL FUND SUMMARY	\$302,095.49	\$506,276.25

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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
EDB	Ethylene Dibromide
Educ	Education
ESA	Endangered Species Act
FCC	Federal Communications Commission
FCCU	Financial Center Credit Union
FOIA	Freedom of Information Act
FWPS	Finished Water Pump Station
GM	General Manager
HCP	Habitat Conservation Plan
HP	Hewlett Packard
HVAC	Heating, Ventilating Airconditioning
LD	Long Distance
LFC	Lower Farmington Canal
LT2	Long Term 2 -Enhanced Surface Water Treatment Rule
M&O	Maintenance & Operations
MCC	Master Control Center
MIB	Methylisoborneol
Misc.	Miscellaneous
mtg	Meeting
NH-	New Hogan
NM	New Melones
NH3-N	Ammonia
NMCF	New Melones Conveyance Facility
NWRP	New Water Reservoir Project
OBA	Oxygen Breathing Apparatus
PACL	Poly Aluminum Chloride
PM	Preventive Maintenance
Prof	Professional
PSM	Process Safety Management
PVC	Polyvinyl Chloride
RMP	Risk Management Plan
SCADA	Supervisory Control And Data Acquisition
SCBA	Self Contained Breathing Apparatus
SEWD	Stockton East Water District
SWRCB	State Water Resources Control Board
St	Street
T5	Water Treatment Operator Certificate Grade 5
Tel	Telephone
THM	Trihalomethane
TO	Task Order
TP	Treatment Plant
UFC	Upper Farmington Canal
UPS	Uninterrupted Power Supply
VAMP	Vernalis Adaptive Management Plan
VFD	Variable Frequency Drive
WMP	Water Management Plan
WQMS	Water Quality Monitoring System
WS	Water Supply
WSEP	Water Supply Enhancement Project
WTP	Water Treatment Plant

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

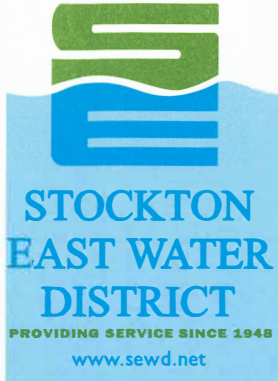
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NOTICE OF CANCELLATION

THE REGULAR MEETING OF
THE BOARD OF DIRECTORS OF
STOCKTON EAST WATER DISTRICT
SCHEDULED FOR
TUESDAY, NOVEMBER 30, 2021
AT 12:30 P.M.
6767 EAST MAIN STREET
STOCKTON, CALIFORNIA 95215

HAS BEEN CANCELLED

THE NEXT REGULAR
MEETING OF THE
BOARD OF DIRECTORS
IS SCHEDULED FOR
TUESDAY,
DECEMBER 7, 2021
AT 12:30 P.M.



DIRECTORS

Richard Atkins
Vice President
Division 1

Andrew Watkins
President
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Loralee McGaughey
Division 6

Thomas McGurk
Division 7

STAFF

Scot A. Moody
General Manager

Justin M. Hopkins
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 November 09, 2021 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 November 09, 2021.

DRAFT

Kristin Carido, Administrative Services Manager
Stockton East Water District

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

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Memorandum

To: Scot A. Moody – General Manager
From: Justin Hopkins – Assistant General Manager
Darrel Evensen – District Engineer
Manuel Verduzco – Senior Engineer
Gianna Cianfichi – Associate Engineer
Date: 11/9/2021
Re: Project Statuses during New Melones Shut Down

BACKGROUND

As a part of the approved FY21-22 budget, the Stockton East Water District's (District) Board of Directors (Board) authorized funding for several projects that require a shutdown of the New Melones system for project construction. These projects include Whittles Crossings, Tunnel Outlet Flume, Cooks Low Water Crossing, and Funck Road Traveling Water Screens. The projects and corresponding shutdown were coordinated with the Board at the June 15, 2021, regular Board meeting and the New Melones system shutdown occurred on October 18, 2021, as previously approved.

SUMMARY

Whittle's Crossings

The Main and Smith Creek Crossings were completed last year and construction for the Orchard Crossing began last week with the delivery of heavy equipment and construction staking. Orchard Crossing will be complete before the end of November. The project was delayed a couple of weeks due to weather and the completion of the Gotelli Bridge project.

Tunnel Outlet Flume

The Board of Directors (Board) approved funding to install a new flow-measuring flume downstream of the tunnel outlet in the Upper Farmington Canal (UFC). After receiving bids, District staff and Board agreed to void all bids, then rebid the project for construction during summer 2022 in hopes that the longer timeframe for construction and the opportunity for additional contractors to bid will lower the construction cost.

Cooks Low Water Crossing

Cooks Low Water Crossing Project includes replacing the existing concrete low water crossing with eight concrete box culverts to provide adequate vehicular crossing and sufficient flow. Staff ordered the box culverts in June of this year; however, a steel shortage has caused significant delay in the fabrication of the reinforced concrete culverts. For this reason, the project has been delayed until the box culverts are received. The box culverts are not expected to be complete until the end of this year. Unfortunately, the crossing will not be installed during this shut down.

Funck Road Traveling Water Screens

To date, staff obtained electrical service from PG&E, installed new electric gate actuators, purchased the traveling water screens, and purchased the steel material for the steel

infrastructure. After the completion of the Whittle's Orchard Crossing, the District's construction crew will move to this project. In-canal work should be complete by mid-December and all project work complete before Christmas.

NEXT STEPS

District staff will continue constructing the last Whittle Low Water Crossing and Funck Road Traveling Water Screens until completion and expect to resume New Melones diversions in mid-December, as previously approved. Construction of the Cooks Low Water Crossing Project remains fluid, pending receipt of the box culverts. Staff will revisit the Cooks Low Water Crossing construction when more information becomes available and/or the materials are received.

Savings				
Stockton East Water District				
2021 Reset of 2019 Installment Purchase Contract				
Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings
4/1/2022	6,020,693.75	4,899,401.07	1,121,292.68	
6/30/2022				1,121,292.68
10/1/2022	566,497.00	446,305.50	120,191.50	
4/1/2023	3,701,497.00	3,819,305.50	-117,808.50	
6/30/2023				2,383.00
10/1/2023	490,208.70	384,270.25	105,938.45	
4/1/2024	3,782,208.70	3,885,270.25	-103,061.55	
6/30/2024				2,876.90
10/1/2024	410,099.20	319,880.50	90,218.70	
4/1/2025	3,865,099.20	3,951,880.50	-86,781.30	
6/30/2025				3,437.40
10/1/2025	326,021.50	253,080.00	72,941.50	
4/1/2026	3,411,021.50	3,482,080.00	-71,058.50	
6/30/2026				1,883.00
10/1/2026	250,439.00	193,343.50	57,095.50	
4/1/2027	3,490,439.00	3,545,343.50	-54,904.50	
6/30/2027				2,191.00
10/1/2027	171,059.00	131,331.50	39,727.50	
4/1/2028	3,579,059.00	3,617,331.50	-38,272.50	
6/30/2028				1,455.00
10/1/2028	87,563.00	66,840.50	20,722.50	
4/1/2029	3,661,563.00	3,679,840.50	-18,277.50	
6/30/2029				2,445.00
	33,813,468.55	32,675,504.57	1,137,963.98	1,137,963.98

Savings Summary

PV of savings from cash flow	1,129,447.98
Plus: Refunding funds on hand	858.82
Less Payoff Adjustment	10,103.68
Less COI Allocation	69,500.00
Net PV Savings	1,050,703.12

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**RESOLUTION OF THE BOARD OF DIRECTORS
OF STOCKTON EAST WATER DISTRICT**

RESOLUTION NO. 21-22-09

**APPROVING THE EXECUTION AND DELIVERY OF AN
AMENDMENT TO AN INSTALLMENT PURCHASE AGREEMENT
AND CERTAIN OTHER MATTERS**

WHEREAS, the Stockton-East Water District (the “District”) is a party to the Second Amended Contract among California Water Service Company, the County of San Joaquin, the City of Stockton and the District; and

WHEREAS, pursuant to the Second Amended Contract the District previously acquired certain water treatment plant and other improvements (the “Financial Improvements”);

WHEREAS, pursuant to the Installment Purchase Agreement, dated as of July 15, 2019 (the “Existing Agreement”), by and between the District and Pacific Western Bank (“PWB”), the District refinanced the District’s prior outstanding financing obligations with respect to the Financed Improvements (the “Prior Outstanding Obligations”);

WHEREAS, due to market conditions, the District has the opportunity to reduce the interest rates applicable to the Series 2019 Installment Payments (as defined in the Existing Agreement) pursuant to an amendment to the Existing Agreement; and

NOW, THEREFORE, the Board of Directors of the Stockton-East Water District (the “Board”) hereby finds, determines, declares and resolves as follows:

Section 1. The Board hereby ratifies all actions of District staff, general counsel and others undertaken with respect to the amendment of the Existing Agreement.

Section 2. The First Amendment to Installment Purchase Agreement with PWB, in substantially the form attached hereto as Exhibit A and, upon execution as authorized below, is hereby approved. The President or Vice President of the Board and the Secretary are hereby authorized and directed to execute and deliver the First Amendment to Installment Purchase Agreement with such changes, insertions and omissions as may be approved by the officers executing the same, said execution being conclusive evidence of such approval.

Section 3. The General Manager, the President, the Vice President, the Secretary and any other proper officer of the District, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents or instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the First Amendment to Installment Purchase Agreement or this Resolution.

Section 4. Pursuant to the District’s Debt Management Policy (“Policy”), the District may pursue a private placement loan through a request for proposal process. In addition, the Policy

indicates the District shall strive to target a 3% net present value savings for current refunding transactions. Given the current relationship with PWB and the need to lock in attractive rates during a time for potential volatility in the market, the Board hereby authorizes staff to work with the finance team to reduce the interest rates in the Existing Agreement to generate net present value savings below 3% for certain components and work directly with PWB to complete the issuance. In aggregate, the combined net present value savings is in excess of 3.0%.

Section 5. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Existing Agreement and the First Amendment to Installment Purchase Agreement unless the context otherwise clearly requires.

Section 6. This Resolution shall take effect immediately.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Stockton-East Water District at a regular meeting held November 9, 2021.

DRAFT

Andrew Watkins, President

ATTEST:

DRAFT

Scot A. Moody, Secretary of the Board of Directors

FIRST AMENDMENT TO INSTALLMENT PURCHASE AGREEMENT

by and between

STOCKTON-EAST WATER DISTRICT

and

PACIFIC WESTERN BANK

Dated as of November __, 2021

FIRST AMENDMENT TO INSTALLMENT PURCHASE AGREEMENT

This FIRST AMENDMENT TO INSTALLMENT PURCHASE AGREEMENT, made and entered into as of November __, 2021 (this “First Amendment”), by and between STOCKTON-EAST WATER DISTRICT, a Special Act water conservation district duly organized and existing under and by virtue of the laws of the State of California (the “District”), and PACIFIC WESTERN BANK, a California state-chartered bank (“PWB”).

W I T N E S S E T H:

WHEREAS, the District and PWB have previously entered in the Installment Purchase Agreement dated as of July 15, 2019 (the “*Original Agreement*”), to refinance a portion of the acquisition of certain portions of a tunnel, canal and pipeline facility for conveying water from the Stanislaus River to existing facilities and of certain improvements to the District water treatment plant; and

WHEREAS, due to market conditions, the District has the opportunity to reduce the interest rates applicable to the Series 2019 Installment Payments pursuant to an amendment to the Original Agreement; and

WHEREAS, the District and PWB have agreed to amend and supplement the Original Agreement with this First Amendment (and together with the Original Agreement, the “*Agreement*”) to (i) reduce the interest rates applicable to the Series 2019 Installment Payments, and (ii) to make other necessary changes to the Original Agreement; and

WHEREAS, on the basis of the foregoing, the District and PWB are willing to make the necessary changes on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the respective agreements contained herein and in the Original Agreement, and for other valuable consideration the receipt of which is hereby acknowledged, and intending to be legally bound, the District and PWB hereby agree as follows:

ARTICLE I
INTENTION OF PARTIES, AGREEMENT PROVISIONS

The District and PWB have entered into this First Amendment pursuant to Section 10.14 of the Original Agreement. The terms of the Original Agreement as each are amended by this First Amendment shall govern the rights and obligations of the District and PWB in connection with the transactions contemplated by the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Original Agreement.

ARTICLE II
AMENDMENTS

(a) Section 1.1 of the Original Agreement is hereby amended by inserting the definition of the following terms in their alphabetical order:

“The term “First Amendment” means the First Amendment to Installment Purchase Agreement dated November __, 2021.”

“The term “First Amendment Effective Date” means November ____, 2021.”

(b) Section 1.01 of the Original Agreement is hereby amended by deleting the definition of “Default Rate” in its entirety and in place thereof inserting the following:

“The term “Default Rate” means eight percent (8.00%).”

(c) Section 1.01 of the Original Agreement is hereby amended by deleting the definition of “Installment Purchase Agreement; Agreement” in its entirety and in place thereof inserting the following:

“The terms “Installment Purchase Agreement” or “Agreement” means this Installment Purchase Agreement by and between the District and PWB, dated as of July 15, 2019, as originally executed and amended by the First Amendment, and as it may from time to time be amended or supplemented in accordance herewith.”

(d) Section 4.1(c) of the Original Agreement is hereby amended by deleting it in its entirety and in place thereof inserting the following:

“The interest to accrue on the unpaid balance of such principal amount of Component 1 Installment Payments is 3.55%, of Component 2 Installment Payments is 3.70% and of Component 3 Installment Payments is 3.70%. Such interest shall be paid by the District as and constitute interest paid on the principal amount of the District’s obligations hereunder. Notwithstanding the foregoing, after the occurrence of and during the continuation of an Event of Default hereunder, interest on the Series 2019 Installment Payments shall be equal to the applicable Default Rate.”

(e) Section 4.2 of the Original Agreement is hereby amended by deleting in its entirety the table of Series 2019 Installment Payments set forth therein between the phrase “...set forth below.” and “Each Series 2019 Installment Payment...” and in place thereof inserting the following:

<i>“Series 2019 Installment Payment Dates</i>			
	<i>Component 1 Installment Payment</i>	<i>To Principal</i>	<i>To Interest</i>
4/1/2022	\$2,385,737.96	\$2,356,000	\$29,737.96

<i>Series 2019 Installment Payment Dates</i>			
	<i>Component 2 Installment Payment</i>	<i>To Principal</i>	<i>To Interest</i>
4/1/2022	\$457,575.47	\$433,000	\$24,575.47
10/1/2022	26,873.50		26,873.50
4/1/2023	513,873.50	487,000	26,873.50
10/1/2023	18,229.25		18,229.25
4/1/2024	523,229.25	505,000	18,229.25
10/1/2024	9,265.50		9,265.50
4/1/2025	531,265.50	522,000	9,265.50

*Series 2019
Installment
Payment*

<i>Dates</i>	<i>Component 3 Installment Payment</i>	<i>To Principal</i>	<i>To Interest</i>
4/1/2022	\$2,056,087.64	\$1,735,000	\$321,087.64
10/1/2022	419,432.00		419,432.00
4/1/2023	3,305,432.00	2,886,000	419,432.00
10/1/2023	366,041.00		366,041.00
4/1/2024	3,362,041.00	2,996,000	366,041.00
10/1/2024	310,615.00		310,615.00
4/1/2025	3,420,615.00	3,110,000	310,615.00
10/1/2025	253,080.00		253,080.00
4/1/2026	3,482,080.00	3,229,000	253,080.00
10/1/2026	193,343.50		193,343.50
4/1/2027	3,545,343.50	3,352,000	193,343.50
10/1/2027	131,331.50		131,331.50
4/1/2028	3,617,331.50	3,486,000	131,331.50
10/1/2028	66,840.50		66,840.50
4/1/2029"	3,679,840.50	3,613,000	66,840.50

(f) Section 10.10 of the Original Agreement is hereby amended by deleting in its entirety the information after "If to PWB" and in place thereof inserting the following:

"If to PWB: Pacific Western Bank
9701 Wilshire Blvd., Suite 700
Beverly Hills, CA 90212
Attention: Chris Baron, President
cbaron@pacwest.com

with a copy to: JENNIFER MIYOSHI
Pacific Western Bank
1025 West 190th Street, Suite 225
Gardena, CA 90248
Attention: Jennifer Miyoshi, Portfolio Manager
jmiyoshi@pacwest.com"

**ARTICLE III
GOVERNING LAW**

THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS FIRST AMENDMENT SHALL BE GOVERNED AS PROVIDED IN SECTION 10.9 OF THE ORIGINAL AGREEMENT.

**ARTICLE IV
HEADINGS**

Section headings in this First Amendment are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this First Amendment.

ARTICLE V
COUNTERPARTS

This First Amendment may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

ARTICLE VI
REPRESENTATIONS

Each party hereto hereby represents and warrants to the other that this First Amendment has been duly authorized and validly executed by it and that the Original Agreement as hereby amended constitutes its valid obligation enforceable in accordance with its terms. The representations and warranties contained in the Original Agreement, as amended by this First Amendment, are hereby made by each party hereto as of the First Amendment Effective Date. For the avoidance of doubt, all references in such representations and warranties to defined terms shall be deemed to refer to such terms as defined in the Original Agreement, as amended by this First Amendment.

ARTICLE VII
CONDITIONS TO DELIVERY OF THIS FIRST AMENDMENT

The District and PWB hereby agree that the amendments to the Original Agreement provided for in Article II hereof shall become effective on the date hereof; *provided* that each of the following conditions shall be fulfilled to the satisfaction of PWB:

(a) Documentation:

(i) Each of the District and PWB shall have duly executed and delivered this First Amendment, and an execution copy thereof shall have been delivered to PWB;

(ii) General Counsel to the District shall have provided an opinion regarding the Resolution of the District, the enforceability of the Agreement and certain other matters related thereto; and

(iii) All other legal matters pertaining to the execution and delivery of this First Amendment shall be satisfactory to PWB and the execution and delivery hereof by PWB shall constitute conclusive evidence that all such legal matters have been completed to the satisfaction of PWB.

The District agrees to pay promptly upon receipt of an invoice, all reasonable fees of Nixon Peabody LLP, counsel to PWB, for \$15,000 and Brandis Tallman/Oppenheimer in the amount of \$25,000 within thirty (30) days of the receipt thereof.

(b) Representations and Warranties True.

(i) The representations and warranties of the District contained in Section 2.1 of the Original Agreement and in this First Amendment shall be true and correct with the same effect as though made on and as of the date hereof, except to the extent a representation or warranty relates specifically to an earlier date (in which case, such representation and warranty shall be true and correct as of such date).

(ii) In addition to the foregoing representations, the District hereby represents and warrants as follows:

(A) The execution, delivery and performance by the District of this First Amendment is within its power, has been duly authorized by all necessary actions and does not contravene any law or any contractual restriction binding on or affecting the District;

(B) No further authorization, approval or other action by, and no notice to or filing, is required for the due execution, delivery and performance by the District of this First Amendment that has not been received as of the date hereof;

(C) No Events of Default have occurred or are continuing under the Agreement; and

(D) The Original Agreement, as amended by this First Amendment, constitutes the legal, valid and binding obligation of the District and is enforceable against the District in accordance with its terms.

(c) Performance and Compliance. On or before the date hereof, the District shall have performed and complied with all agreements and conditions in the Agreement and the other Related Documents which are required to be performed or complied with by the District on or prior to the date hereof.

(d) Absence of Certain Events. (i) There shall not have occurred any material adverse change in the affairs, condition and/or operations, financial or otherwise, of the District since the date of the most recent financial information provided to PWB pursuant to Section 6.10 of the Original Agreement; on or prior to the date hereof, no change shall have occurred in any law, rule or regulation or in any interpretation thereof that, in the opinion of PWB, would make it illegal for PWB to execute and deliver this First Amendment; and (ii) no event has occurred which constitutes an Event of Default under the Agreement.

(e) Other Approvals. PWB shall have received such other approvals, opinions, certificates, instruments and documents as it may reasonably request.

ARTICLE IV MISCELLANEOUS

(a) The parties hereto acknowledge and confirm that, from and after the date hereof, any reference in the Agreement or in the other Related Documents to the "Agreement" shall mean and refer to the Original Agreement as amended by this First Amendment.

(b) Except as provided herein, the Original Agreement shall remain in full force and effect and unaffected hereby except, as set forth herein, from and after the date hereof.

(c) In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

(d) This First Amendment may be executed by facsimile signature and each such signature shall be treated in all respects as having the same effect as an original signature.

(e) The parties agree that the electronic signature of a party to this First Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this First Amendment. The parties agree that any electronically signed document (including this First Amendment)

shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and attested this Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

STOCKTON-EAST WATER DISTRICT

DRAFT

By: _____
President of the Board of Directors

(SEAL)

Attest:

DRAFT

Secretary of the Board of Directors

PACIFIC WESTERN BANK

DRAFT

By: _____
Authorized Signatory



EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY

TECHNICAL ADVISORY COMMITTEE MEETING

AGENDA

Thursday, November 4, 2021

10:30 a.m. – 12:00 p.m.

Call-In Information Provided Below

Note to participants: Members of the public, most staff and other GSA/GWA persons may participate via the teleconference line only. Thank you for your understanding.

Call to Order/Roll Call

A. Discussion/Action Items

1. October 6, 2021 meeting notes (Attachment 1 - Page 3)
2. Model Update- Discussion of Future Baseline Assumptions (Taghavi/Miller)
3. DWR Proposal Solicitation Package (PSP), SGMA Implementation Grant (Prasad)
 - a. Comments and Issue with the PSP (Attachment 2 - Talking Points- Page 7)
 - b. GWA Project Selection Process (Attachment 3 – Call for Projects - Page 10)
4. Drought Impacts to Drinking Water Wells (Zidar)
 - a. Attachments: Groundwater Management Principles & Strategies to Monitor, Analyze & Minimize Impacts to Drinking Water Wells (Attachment 4 - Page71)
 - b. DWR Small Water Systems and Rural Communities Drought and Water Shortage Contingency Planning and Risk Assessment (Page 80)
 - i. Part 1 – Recommendations for Drought and Water Shortage Contingency Plans (Report)
 - ii. Part 2 – Drought and Water Shortage Vulnerability Assessment and Risk Scoring (Report)
5. GSP Monitoring Wells Drilling Sites and Status (Prasad)
6. Data Access and Management (Prasad)

B. State Update

C. Next Meeting: December 2, 2021 at 10:30 AM

D. Adjournment

NOTICE: Coronavirus COVID-19

Based on guidance from the California Department of Public Health and the Governor's Office, the Teleconference information below is being provided for your participation in the November 6th Technical Advisory Committee Meeting.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 209-645-4071,,462862761# United States, Stockton

Phone Conference ID: 462 862 761#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Once connected, we request you kindly mute your phone.

Proposed Next Regular Meeting

Thursday December 2, 2021

10:30 a.m. – 12:00 p.m.

MEETING NOTICE

Date: 11/09/21

The Agricultural Operations Committee
Of the Stockton East Water District
Board of Directors will meet at
12:30 p.m. on Monday, November 8, 2021
At the District Office, 6767 East Main Street, Stockton, CA

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

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

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

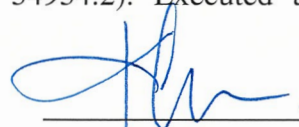
Agendas and minutes are located on our website at www.sewd.net.

AGENDA

1. Roll Call - Chairperson Cortopassi, Director Atkins, Director Watkins, Director Sanguinetti (Alternate)
2. Public Comment
3. Action Item: Stockton East Water District Board of Directors – Agricultural Operations Standing Committee Reconsidered the Circumstances of the State of Emergency and Determine that
 - (i) The State of Emergency continues to directly impact the ability of the members to meet safely in person and/or
 - (ii) State or Local Officials continue to impose or recommend measures to promote social distancing.
4. Draft Annual Budget – Fiscal Year 2022/2023
5. Adjournment

Certification of Posting

I hereby certify that on November 4, 2021 I posted a copy of the foregoing agenda in the outside display case at the District Office, 6767 East Main Street, Stockton, California, and said time being at least 72 hours in advance of the Agriculture Operations Committee Meeting (Government Code Section 54954.2). Executed at Stockton, California on November 4, 2021.



Kristin Carido
Administrative Services Manager
Stockton East Water District

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



**STOCKTON
EAST WATER
DISTRICT**

PROVIDING SERVICE SINCE 1948

www.sewd.net

DIRECTORS

Richard Atkins
Vice President
Division 1

Andrew Watkins
President
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Loralee McGaughey
Division 6

Thomas McGurk
Division 7

STAFF

Scot A. Moody
General Manager

Justin M. Hopkins
Assistant General Manager

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E-mail sewd@sewd.net

6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

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Weekly Water Report	As of: Nov. 1, 2021	As of: Nov. 8, 2021
New Hogan (NHG) TOC	229,100	AF
Storage:	90,339	AF
Net Storage Change:	+735	AF
Inflow:	17	CFS
Release:	43	CFS
New Melones (NML) Allocation	75,000	AF
Storage:	827,786	AF
Net Storage change:	+513	AF
Inflow:	882	CFS
Release:	1,026	CFS
Source: CDEC Daily Reports		

Goodwin Diversion (GDW)		
Inflow (Tulloch Dam):	1,019	CFS
Release to Stanislaus River (S-98):	644	CFS
Release to OID (JT Main):	2	CFS
Release to SSJID (SO Main):	0	CFS
Release to SEWD:	<u>0</u>	CFS
Total Release	646	CFS
Source: Tri-Dam Operations Daily Report		
Farmington Dam (FRM)		
Diverted to SEWD:	N/A	CFS
Diverted to CSJWCD:	0	CFS
Source: USACE WCDS Hourly Report		

Surface Water Used		
Irrigators on New Hogan:	0	
Irrigators on New Melones:	0	
Out-Of-District Irrigators:	0	
DJWWTP Production:	15	MGD
North Stockton:	0	MGD
South Stockton:	N/A	MGD
Cal Water:	15	MGD
City of Stockton DWSP Production:	20	MGD

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

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

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