

STAFF

Steve Schwabauer, General Manager
Jennifer Spaletta - General Counsel
Roger Masuda - Special Counsel
Shasta Burns - Deputy Secretary
Daniel de Graaf - District Engineer
Robert Granberg – Grants Administrator

BOARD OF DIRECTORS

President - Joe Valente
Vice President – Jason Colombini
Secretary – Brady Colburn
Treasurer - Charles Starr II
Director – David Simpson

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
NOTICE OF MEETING AND PUBLIC HEARING AND AGENDA FOR
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

**Monday, June 1, 2026
2:00 p.m.
Lodi Grape Festival Grounds- Barrel Room
413 E. Lockeford St, Lodi CA 95240**

Zoom link:

<https://us02web.zoom.us/j/87883217427>

The agenda and all noted documentation may be viewed and downloaded at www.nsjwcd.com.org . Requests to receive the agenda and documentation by e-mail may be submitted in writing to the Secretary of the Board. The NSJWCD printed agendas are posted at the District’s location of business at: 498 E. Kettleman Lane, Lodi. The District’s mailing address is: PO Box 334, Victor CA 95253.

NOTICE: Members of the public may address the Board of Directors concerning any agenda item during the Board’s consideration of that item. The public may address non-agenda items at the end of the regular meeting. No action will be taken on those items; however, the Board may agendize items for future consideration.

- 1. Call to Order - Roll Call - Acceptance of Agenda**
- 2. Correspondence/Announcements**
- 3. Action Items**

Any and all of **the following agenda items are subject to action** being taken by the Board of Directors by motion, resolution or ordinance.

Action items may be added to the agenda upon determination by a majority vote of the Board that an emergency exists, as defined by state law, or by a 2/3 vote of the Board that (1) there is a need to take immediate action; and (2) that the need for action came to the District’s attention after the agenda was posted.

A. CONTRACTS

- 1. Resolution 2026-04** Regarding Mettler Property Acquisition; Authorizing General Manager to enter Purchase and Sale Agreement, Easement and Locust Tree Water Agreement related to purchase of the Western 18.317 Acres of APN 05113076. pages 4-24

2. **Resolution 2026-05** Awarding contract for Orchard and Vineyard Removal at APN's 05113056, 05113076 and 05113065 to Fowler Brothers subject to District Closure of the respective Purchase and Sale Agreements. pages 35-34
3. **Resolution 2026-06** Awarding Contract for Construction of Locust Tree Basin to the bidder that provides the greatest value to the District subject to District Closure on the Respective Purchase and Sale Agreements. pages 35-50
4. Provide Direction to Staff on District Water Sales for Dust Control.

4. Public Comment on Items Not on the Agenda

Interested persons in the audience are welcome to introduce any topic within the jurisdiction of the NSJWCD Board. The time allowed for each speaker for comments made by the public is limited to 3 minutes. Matters presented under this agenda item may be discussed, but no action can be taken by the Board at this meeting except as follows:

- Briefly respond to statements made or questions raised.
- Ask a question for clarification.
- Provide a reference to staff or other resources for factual information.
- Request staff to report back at a subsequent meeting.
- An individual Board member or the Board itself may have the matter placed on a future agenda.

5. Closed Session – 4 items

Closed Session pursuant to Section 54956.9(a) Existing Litigation
 CONFERENCE WITH LEGAL COUNSEL – *California Sportfishing Protection Alliance v. Eastern San Joaquin Groundwater Authority, et al., Stanislaus County Superior Court, Case No. CV-20-001720*

Closed Session pursuant to Section 54956.9(a) Existing Proceeding
 CONFERENCE WITH LEGAL COUNSEL – *SWRCB Pending Application A029835*

Closed Session pursuant to Section 54956.9(a) Anticipated Litigation – two cases Bay Delta/Flow Proceeding, and one case where facts shall not be disclosed because they are unknown to potential litigants

Closed Session pursuant to Government Code Section 54956.8 Real Property Negotiations– a) North System Easements and Leases – Negotiators are General Counsel Jennifer Spaletta and General Manager Steve Schwabauer for the District and for the landowners, Thomas and Jean Powell, Lodi CA APN 017-250-07, James Patrick and Sandra Marie Hale Trust, 01725008, Karen Somers 01725016 b) South System Recharge Locations Negotiators are Vic Mettler on behalf of Kay Mettler Trust APN 05113076, Larry Mettler on behalf of Lawrence and Charlene Mettler Trust APN 05113065 and Drew Rotner on behalf of Locust Tree LLC APN 051-13-056; and Maria Doi APN 06307022 and Benjamin and Shirley Goehring Trust APN 05113061.

Return to Open Session

All reportable actions taken in closed session will be announced in open session following the closed session and will be duly noted in the official minutes of the meeting.

6. Motion to Adjourn

Next Regular Meeting June 29, 2026 from 2:00 PM- 4:00 PM

Lodi Grape Festival Grounds- Barrel Room

413 E. Lockeford St, Lodi CA 95240

Action may be taken on any item

Agendas and Minutes may also be found at [http:// www.NSJGroundwater.org](http://www.NSJGroundwater.org)

Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact North San Joaquin Water Conservation District Staff at (209) 712-1693 at least 48 hours prior to the start of the meeting

**Resolution 2026-04
of the Board of Directors of the**

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

Authorizing Purchase of 18.75 acres and Related Agreements

WHEREAS, North San Joaquin Water Conservation District (“District”) is a California Water Conservation District with the power to acquire property for District purposes.

WHEREAS District desires to acquire the western 18.75 acres of the parcel of real property in San Joaquin County known as APN 051-130-76 from Kay D. Mettler as Trustee of the Jerry D. Mettler and Kay D. Mettler Trust (“Seller”) for potential use as a District recharge project (the “Property”).

WHEREAS District staff has negotiated a Purchase and Sale Agreement (PSA) with Seller for the purchase of the Property. District staff secured an appraisal which supports the agreed upon purchase price for the Property in the PSA. The PSA includes provisions for the Seller to grant the District an easement for access and pipelines between the Property and Locust Tree Road.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board President is authorized to execute and deliver to Old Republic Title the PSA, attached hereto as Exhibit A, together with a \$20,000 check for Deposit into escrow and sign all other and further documents necessary to complete the Purchase and Sale of the Property, including the Easement Agreement and Water Agreement and to accept the property on behalf of the District.
2. The purchase of the Property is to be funded with revenue from the District’s groundwater charge as the intended purpose of the acquisition is for a potential future groundwater recharge facility, subject to Board decision on funding, design and construction and compliance with the California Environmental Quality Act.

ADOPTED: June 2, 2026 upon motion of _____, seconded by Director _____ and passed by the following vote:

AYES: ____ NOES: ____ ABSENT: ____ ABSTAINS: ____

CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the North San Joaquin Water Conservation District, a water conservation district organized and existing under the laws of the State of California, and that the foregoing Resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at Grape Festival Barrel Room, Lodi, California on the 2nd day of June 2026, at which meeting a quorum of said Board of Directors was at all times present and acting, and that said Resolution has not been rescinded or amended in whole or any part thereof, and remains in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the North San Joaquin Water Conservation District this 2nd day of June, 2026

Brady Colburn, Secretary
North San Joaquin Water Conservation District

PURCHASE AND SALE AGREEMENT

Victor Mettler and Kay D. Mettler, Trustees of the Jerry D. Mettler and Kay D. Mettler Revocable Trust under Trust Agreement dated February 24, 2004 (“Seller”) and North San Joaquin Water Conservation District (“Buyer” or “District”), enter into this Purchase and Sale Agreement for the Property defined below, as of the Effective Date, and agree as follows. Buyer and Seller are collectively referred to as the Parties.

1. GENERAL.

1.1. The Property. The Property that is the subject of this Agreement is the western approximately eighteen (18) acres of the real property located in San Joaquin County, California, known as APN 051-130-76, more particularly described on Exhibit A hereto, together with all improvements and appurtenances located thereon and all easements in respect thereto (“Property”). The remainder of APN 051-130-76 not purchased by Buyer shall be referred to as the Remainder Property. The Parties shall mutually agree on the Property description and acreage based on a survey prepared by Buyer. In no event shall the gross acreage of the Property exceed 20 acres.

1.2. Purpose. The purpose of this Agreement is to provide for the purchase and sale of the Property and to establish the terms and conditions thereof.

1.3. Effective Date. The Effective Date of this Agreement is the date the Agreement has been signed by both parties and approved by Buyer’s Board of Directors at a duly noticed board meeting, which Board of Directors Approval must occur on or before June 30, 2026

1.4. Buyer is in negotiations to purchase approximately 30 acres of the Southern Adjacent Property identified as APN 05113065 located at 16279 North Locust Tree Road (the “Southern Adjacent Property”).

2. SALE OF PROPERTY. Seller agrees to sell and Buyer agrees to purchase the Property on the terms and conditions specified in this Agreement.

3. TERMS OF SALE.

3.1. Purchase Price. The purchase price (“Purchase Price”) for the Property shall be \$29,000 per acre, based on the final agreed upon acres sold, based on a survey approved by both parties. The Purchase Price shall be paid as follows:

3.1.1. Initial Deposit. Within ten days of the Effective Date of this Agreement, Buyer shall deposit in escrow with Title Company an earnest money deposit in the sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) (the “Deposit”) in lawful money of the United States, with instructions that the Deposit will be held in accordance with the terms of this Agreement. The Deposit shall be held in an interest-bearing account and, except as otherwise provided herein, interest thereon shall accrue for the account of Buyer. In the event the sale of the Property is consummated, the Deposit, plus accrued interest, shall be applied to the Purchase Price. In the event of a Buyer breach which prevents the close of escrow, the Deposit shall be paid to Seller. In the event of a Seller breach which prevents the close of escrow, the Deposit shall be refunded to Buyer.

3.1.2. Balance. The balance of the Purchase Price, and Buyer’s share of fees, costs and title insurance, shall be paid by Buyer in immediately available funds at the close of escrow.

3.2. Other Consideration.

3.2.1. Seller will grant Buyer two easements as described in section 5.3 below.

3.2.2. Buyer will expose and cap off the six-inch main irrigation line that traverses the Property at the edge of the Remainder Property, at Buyer’s expense.

3.2.3. Seller will allow Buyer to use Seller’s groundwater well on the Remainder Property for water for construction purposes, if needed, on the Property and Buyer will reimburse Seller for the operating costs of the well if used.

4. ESCROW.

4.1. Opening. The purchase and sale of the Property shall be consummated by means of an escrow which is to be opened immediately after execution of this Agreement at Old Republic Title Company, Lodi, California 95242, Attention: Pam Cotta (herein “Title Company”).

4.2. Closing. Escrow shall close on or before June 30, 2026, which date shall be referred to herein as the “Scheduled Closing Date”. Any extensions beyond that date shall require the written consent of Buyer and Seller.

4.3. Instructions. This Agreement shall serve as escrow instructions for Title Company. Any further instructions shall be consistent with the terms of this Agreement, and shall provide that as between the parties, the terms of this Agreement shall prevail if there is any inconsistency.

4.4. Costs. Charges and expenses incurred in this transaction are to be borne by the parties as follows:

4.4.1. The parties shall equally divide the expenses of escrow and recording fees. Buyer shall receive a CLTA policy of title insurance at Buyer's expense. The cost of any endorsements to the title policy requested by Buyer shall be at Buyer's sole cost and expense.

4.4.2. Seller shall bear the cost of documentary transfer taxes.

4.4.3. Buyer shall bear the expense of any property survey, if required and the cost to create the new parcel comprising the Property.

4.4.4. Any miscellaneous costs shall be borne by the parties according to custom in the county in which the Property is located, as declared by Title Company.

5. CONDITIONS TO CLOSE OF ESCROW.

5.1. General. The provisions of this Section 5 are conditions precedent to the close of escrow described in Section 4 and unless otherwise provided expressly or by context, are covenants.

5.2. Title. Seller shall cause title to be conveyed to Buyer by a standard California grant deed subject only to current taxes and other exceptions approved by Buyer pursuant to this Agreement. The Property shall not be encumbered by any lease or other rights of possession at the close of escrow. The Title Company must be willing to issue its CLTA policy of title insurance insuring title in Buyer's name. The policy shall list only the taxes and exceptions approved by Buyer pursuant to this Agreement. The policy may also include and only include the pre-printed exceptions common to such CLTA policies.

5.3. Easement. The close of escrow is contingent upon Seller granting to Buyer (1) a twenty-five foot wide non-exclusive easement along the southern boundary of the Remainder Property for access to the Property and any portion of the Southern Adjacent Property purchased by Buyer from Locust Tree Road, and for pipelines, in a form acceptable to the parties (the "Road/Pipeline Easement"), and (2) a ten-foot wide non-exclusive road easement along the western ten feet of the Remainder Property over the existing dirt road for access and observation purposes ("Observation Easement"), which Easements shall be reflected on Buyer's CLTA title policy.

5.4. Inspections. Within thirty (30) days of the Effective Date, Buyer may obtain any inspections and/or surveys of the Property at Buyer's sole expense, and Buyer may request that Seller make repairs or take other action regarding defects discovered in the inspections and/or surveys. Seller has no obligation to agree to or respond to Buyer's

requests. If Seller declines the Buyer's requests, then Buyer may, within thirty (30) days of the Effective Date, serve written notice to Seller of Buyer's election to cancel the purchase of the Property. If Buyer does not serve such written notice within the specified time, then Buyer shall be deemed to have accepted the Property in its "AS IS" condition.

5.5. Approval of Exceptions to Title. Within fourteen (14) calendar days of this Agreement, Buyer shall provide to Seller a written list of the exceptions set forth in the title report to be prepared by Title Company to which Buyer reasonably disapproves. Seller has no obligation to agree to or respond to Buyer's list of disapproved items. If Seller declines to remove the disapproved items, then Buyer may, within seventeen (17) calendar days of the Effective Date, serve written notice to Seller of Buyer's election to cancel the purchase of the Property. If Buyer does not serve such written notice within the specified time, then Buyer shall be deemed to have accepted the Property in its "AS IS" condition", including the disapproved items. If Buyer notifies Seller prior to the end of the 14-day period that Buyer has disapproved the title report and has elected to terminate the Agreement, then Seller shall then have five (5) business days from the date of Buyer's notice to elect to cure such defects in a manner acceptable to Buyer, commit, in writing, to cure such defects in a manner acceptable to Buyer (in which event the cure committed to shall be deemed an affirmative covenant made by Seller to Buyer pursuant to this Agreement) or decline to cure such defects; provided however, notwithstanding anything in this Section to the contrary, (a) any mortgage, deed of trust or other lien of definite or ascertainable amount capable of cure by the payment of money (other than the lien of real estate taxes and assessments not yet due and payable) shall, without notification of objection by Buyer, be deemed unacceptable matters and shall be cured by Seller on or before close of escrow by the payment or escrow of sufficient funds to cause the Title Company to remove such matter as an exception, and (b) exceptions for zoning and building ordinances/regulations, the lien of real estate taxes and assessments both general and special not yet due and payable and, those matters which would be disclosed by an accurate survey of the Property, shall be deemed to be approved by Buyer. If Seller elects not to cure such defects or if such defects are not cured in a manner reasonably acceptable to Buyer (which cure shall include, without limitation, the release and removal of the item in question as a matter of record title) within five (5) business days from the date of Buyer's title objection notice to Seller, Buyer shall have the right to terminate this Agreement by written notice to Seller delivered not later than two (2) business days after the end of such five (5) business day period or Buyer may, at Buyer's election, take title subject to the items previously objected to by Buyer with any cures made or promised by Seller and with the right to deduct liens or encumbrances of a definite or ascertainable amount from the Purchase Price, upon giving Seller notice of such election within such five (5) business day period. If Buyer fails to deliver notice of

Buyer's election to terminate within such five (5) business day period, Buyer shall be deemed to have elected not to terminate the Agreement pursuant to this Section. If Buyer so terminates, the Agreement shall terminate, the Deposit shall be returned promptly to Buyer and neither Seller nor Buyer shall have any further right or obligation under the Agreement, other than obligations that are expressly identified in the Agreement as surviving the termination of the Agreement.

- 5.6. Cash and Deed. Buyer shall deposit with Title Company the cash and documents required from Buyer in connection with the escrow and shall cause Title Company to deliver the purchase consideration to Seller upon the close of escrow. Seller shall cause Title Company to be ready, willing and able to record and deliver to Buyer the duly executed and acknowledged grant deed referred to in Section 5.2.
- 5.7. Failure of Title. If Seller is unwilling or unable to convey marketable title in the aforesaid condition within the allowable time to close escrow, or if the Property or any portion thereof shall have been destroyed or materially damaged by whatever cause, Buyer may either accept the Property in its then state and condition of title or terminate this transaction and receive a refund of the Deposit. If Buyer elects to terminate, Buyer shall not have any claim against Seller or the Property (except that Buyer's Deposit shall be refunded). Seller shall be deemed able to deliver (or have delivered) marketable title herein required if and when Title Company stands ready to issue (or has issued) upon the closing hereof its standard form CLTA Policy of Title Insurance showing title vested in Buyer subject only to the standard pre-printed exceptions of such policy, current taxes and assessments, and other exceptions expressly approved (or deemed approved) by Buyer pursuant to Section 5.5.
6. RISK OF LOSS. From and after close of escrow, Buyer assume and shall bear all risks of loss to the Property upon delivery of possession.
7. POSSESSION. Seller shall deliver possession of the Property to Buyer on the close of escrow.
8. DISCLOSURES. Seller shall disclose if the Property lies within the following natural hazard areas or zones: (1) a special flood hazard area designated by the Federal Emergency Management Agency (Cal. Civ. Code § 1102.17); (2) an area of potential flooding (Cal. Gov. Code § 8589.4); (3) a very high fire hazard severity zone (Cal. Gov. Code § 51183.5); (4) a wild land area that may contain substantial forest fire risks and hazards (Pub. Resources Code § 4136); (5) an earthquake fault zone (Pub. Resources Code § 2621.9); or (6) a seismic hazard zone (Pub. Resources Code § 2694). Seller agrees that Seller will employ the services of a company ("NHDS Provider"), and hereby

instructs Title Company to retain an NHDS Provider, to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling Seller to fulfill any disclosure obligations with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of its examination, in writing, to Buyer and Seller using substantially the form of the "NATURAL HAZARD DISCLOSURE STATEMENT" set forth in California Civil Code Section 1102.6c(b). The written report prepared by NHDS Provider (the "NHDS Report") regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purpose of this Agreement, the provisions of Civil Code Section 1102.4 regarding the non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply and NHDS Provider shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and the NHDS Report regarding the natural hazards referred to above. Title Company shall cause the NHDS Report shall be delivered to Buyer within ten (10) business days from the Effective Date.

9. CROP. Buyer shall be entitled to harvest the 2026 cherry crop on the Property provided this harvest is completed prior to the close of escrow.

10. BUYER'S DUE DILIGENCE; AS IS.

10.1. Buyer acknowledges and agrees that Buyer has been given or will be given, at Buyer's own cost and expense, a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer's choosing, including, without limitation: (i) the quality, nature, adequacy and physical condition of the Property, including, but not limited to, access, soils, geology and any ground water; (ii) the existence, quality, nature, adequacy, and physical condition of utilities or infrastructure serving the Property; (iii) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property; (v) the compliance of the Property or the Property's operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions, of any governmental or quasigovernmental entity or any other person or entity; (vi) the presence of Hazardous Materials (as defined below) on, under or about the Property or the adjoining or neighboring property; (vii) the quality of any labor and materials used in any improvements on or benefiting the Property; (viii) condition of title to the Property; (ix) the economics of the present or future operation of the Property; and (x) all other matters of any significance affecting the Property whether physical in nature or intangible in nature, such as the political climate with respect to the governmental

agencies that have jurisdiction over the Property, development of the Property or the construction of improvements on the Property.

10.2. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (OTHER THAN THOSE MADE BY SELLER EXPRESSLY HEREIN), EXPRESS OR IMPLIED, FROM SELLER, SELLER'S AGENTS OR BROKERS, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THOSE ITEMS AND ASPECTS OF THE SUBJECT PROPERTY REFERENCED IMMEDIATELY ABOVE.

10.3. "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under any environmental law; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any environmental law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, and (E) asbestos.

11. BROKERS. Neither Buyer nor Seller has used a broker. Each party indemnifies the other party against any claims for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of each such indemnifying party, including all attorney's fees, costs, expenses, and any other fees incurred by, charged against, or adjudicated against, the other party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof.

12. SELLER REPRESENTATIONS AND WARRANTIES. The Property is being sold "AS IS". Other than as set forth in this Section 12, Seller makes no express or implied warranties of any kind with respect to the Property.

12.1. Toxic Substances. Other than the use of insecticides, herbicides, pesticides and fertilizer used as part of ordinary farming practices on the Property, Seller has no actual knowledge of any Hazardous Materials in existence on or below the surface of the Property.

- 12.2. Leases. Upon close of escrow, there will be no leases or other third-party rights of possession related to the Property..
- 12.3. Other Matters. Except as stated in the Seller's disclosure documents and/or the title company's preliminary title report, Seller has no knowledge of any liens, licenses, claims encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements on the Property and to adjacent properties, or rights of way of any nature not disclosed on the public record. Seller has no actual knowledge of any pending litigation involving the Property. Seller has no actual knowledge of any violations or notices concerning defects or noncompliance with any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Property. To Seller's actual knowledge, Seller is not in default under any contract, note or encumbrance relating to the Property. Except as stated in the Seller's disclosure documents, to the best of Seller's actual knowledge, the Property and the improvements on the Property are in good condition, reasonable wear and tear excepted, and Seller has no actual knowledge of any material defects in the Property.
- 12.4. No Other Seller Warranties. As used in this Agreement, the term "**Seller's actual knowledge**" or words of similar import shall mean to the actual present knowledge of Seller, without independent investigation or inquiry and without any duty to investigate. There shall be no personal liability on the part of Seller arising out of any representations or warranties made herein. Except as otherwise stated herein, Seller, its employees, and agents, have not made any representations or warranties as to the physical condition of the Property. Buyer acknowledges that no such representations have been made and that Buyer has had the opportunity to seek independent expert assistance to inspect the Property. Except as otherwise stated herein, Buyer shall purchase the property and improvements "AS IS".
13. BUYER REPRESENTATIONS AND WARRANTIES. Buyer makes the following representations, warranties and covenants to Seller:
- 13.1. Buyer has the right, power and authority to enter into this Agreement and to perform its obligations hereunder. The persons executing this Agreement on behalf of Buyer have the right, power and authority to bind Buyer to this Agreement.
- 13.2. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally. This

Agreement does not violate any provision of any material agreement or document to which Buyer is a party or by which Buyer is bound.

- 13.3. There are no lawsuits, claims, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened against Buyer arising out of or concerning Buyer's purchase of the Property. There are no actions, suits or proceedings pending or, to Buyer's knowledge, threatened against Buyer which question the legality or propriety of the transactions contemplated by this Agreement.
- 13.4. Buyer has examined or will examine the Property, is familiar with its physical condition and, except as otherwise expressly set forth in this Agreement, accepts the Property in an "As Is" condition. Seller has not made and does not make any representations as to the physical condition of the Property.
14. SURVIVAL OF WARRANTIES. The warranties set forth Sections 12 and 13, as well as all other warranties, covenants, and other obligations described herein, shall survive the close of escrow and delivery of the deed for a period of twelve (12) months. Notwithstanding the foregoing sentence or anything to the contrary contained in this Agreement, the obligations of the Buyer as set forth in Section 3.4 and the Water Access Agreement shall not be subject to the limitation in this Section 14.
15. INDEMNIFICATION.
- 15.1. Seller shall defend, indemnify and hold Buyer, and its officers, agents, representatives, and employees ("Buyer Parties"), harmless from any and all third-party claims, liabilities, losses, damages, expenses, obligations, and costs (including without limitation attorney fees and costs) of every nature arising out of or in connection with a failure of a Seller representation or warranty, or a procedural defect under Seller's control which might invalidate the provisions of this Agreement or the delivery of title to the Property, except to the extent caused by the negligence or willful misconduct of Buyer or the Buyer Parties.
- 15.2. Buyer shall indemnify, defend, and hold Seller, and its officers, agents, representatives, and employees ("Seller Parties") harmless from any and all claims, liabilities, losses, damages, expenses, obligations, and costs (including without limitation attorney fees and costs) of every nature arising out of or in connection with a failure of a Buyer representation or warranty, or Buyer's activities on the Property under this Agreement, including, but not limited to, its due diligence activities and evaluations, or

its failure to comply with any obligations contained in this Agreement, except to the extent caused by the negligence or willful misconduct of Seller or the Seller Parties.

15.3. The provisions of this Section 15 shall survive the expiration and/or termination of this Agreement.

16. MISCELLANEOUS.

16.1. Choice of Law, Courts, Attorneys' Fees. This agreement has been executed in Lodi, California, and shall be governed by and construed in accordance with the laws of the State of California. Any legal action related to this Agreement shall be commenced in the County in which the Property is located. The successful party in such proceedings shall be entitled to reasonable attorneys' fees to be determined by the Court.

16.2. Assignments. Buyer may not assign this Agreement, in whole or in part, without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

16.3. Time of Essence, Binding Effect. Time is of the essence of this Agreement and each and every provision hereof. The provisions of this Agreement shall apply to and bind the heirs, successors, representatives and approved assigns of the parties hereto.

16.4. Integration. This Agreement, including the Exhibits referred to herein, contain the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter which are not fully expressed herein. This Agreement may be modified only by a writing signed by the party against whom it is sought to be enforced.

16.5. Exhibits. All Exhibits to which reference is made are deemed incorporated into this Agreement as though fully set forth at length, whether or not actually attached.

16.6. Additional Documents. Each party shall execute and deliver such documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

16.7. Notice. Any notice required or desired to be given by either party to this Agreement shall be in writing and shall be personally served, or in lieu of personal service, may be given by depositing such notice in the United States mail, registered or certified, postage prepaid, addressed to the other at the address listed opposite such

party's name at the end of this Agreement. Any notice given by registered or certified mail shall be deemed to have been given on the third business day after its deposit in the United States mail. Any notice given by mail other than registered or certified mail shall be deemed given only if received by the other party and then on the date of receipt. Either party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

- 16.8. Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the close of escrow and the delivery of deeds hereunder.
- 16.9. Waiver. Waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.
- 16.10. Non-Foreign Affidavit. Seller agrees to deliver through the escrow a Non-Foreign Affidavit pursuant to Section 1445 (b) (2) of the Internal Revenue Code in form and substance satisfactory to the parties.
- 16.11. Drafting and Preparation. Each party has cooperated and participated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement or any of its terms, both parties shall be construed to be equally responsible for the drafting and preparation of the same.
- 16.12. Legal Representation. The parties hereto acknowledge that Stoel Rives LLP is representing Buyer in connection with the drafting of this Agreement, and that Seller has been advised by Buyer and their attorney to seek their own independent legal counsel and they have either done so or have waived the right to do so.
- 16.13. Sale in Lieu of Condemnation. Buyer has previously informed Seller that Buyer is a duly authorized and organized political subdivision of the State with the power of eminent domain. Buyer and Seller have entered into this Agreement under the threat of Buyer's power of eminent domain to acquire the Property and in order to avoid

the risk, uncertainty, delay and costs associated with eminent domain litigation and condemnation proceedings.

[end of agreement, signatures on next page]

This Agreement has been executed on the dates set forth below:

SELLER: <i>Vic Mettler</i>	BUYER: <i>Joe Valente</i>
Vic Reed Mettler, Trustee	Joe Valente, Board President North San Joaquin Water Conservation District
Date: <u>5/21/2026</u>	Date: <u>5/21/2026</u>

Exhibit A – Legal Description

Two parcels:

Parcel I:

The North one-half of the North one-half of the Northwest Quarter of Section 10, Township 3 North, Range 7 East, Mount Diablo Base and Meridian.

Except the South 20 feet of the East 15 acres of said land.

Also except therefrom that portion described in Deed recorded January 31, 1979, in Book 4503, Page 865, Official Records of San Joaquin County.

And also except therefrom that portion described in Deed recorded July 7, 1986, Instrument No. 86049443, Official Records of San Joaquin County.

And also except therefrom that portion of the North one-half of the North one-half of said Northwest Quarter of said Section 10, described as follows:

Beginning at a found railroad spike marking the North Quarter Corner of said Section 10; thence South along the East line of said Northwest Quarter Section, being the center line of Locust Tree Road (40 feet wide), 138.00 feet to the Northeast corner of that land described in Deed recorded July 7, 1986, Instrument No. 86049443, Official Records of San Joaquin County; thence West along the North line of said land and its Westerly projection, said line also being the North line of Parcel `A' as shown on Parcel Map filed in Book 6 of Parcel Maps, Page 149, San Joaquin County Records, 149.00 feet; thence South, 50.00' along the West line of said Parcel `A'; thence West, 61.00' along the North line of said Parcel `A'; thence along the Westerly projection of said North line continue West, 308.00'; thence parallel with said East line North, 191.47' to the North line of said Section 10; thence South 89° 37' East, 518.01' along said Section 10 North line to the Point of Beginning.

Parcel II:

That portion of the Northeast Quarter of Section 9, Township 3 North, Range 7 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Northeast corner of said Section 9; thence South along said Section line, 40 rods; thence West, parallel with the North line of said Section, 29 rods; thence North, parallel with the East line of said Section, 40 rods to the North line of said Section; thence East along said North line, 29 rods to the point of beginning.

Being described as Parcel 2, pursuant to the Notice of Lot Line Adjustment, PA-0500043, recorded January 18, 2006, Document No. 2006-013001 of Official Records.

APN: 051-130-76

Certificate Of Completion

Envelope Id: CCD4A9FC-0E9F-812A-80D6-A6E2B109D71B
 Subject: Complete with Docusign: NSJWCD - Vic and Kay Mettler Trust PSA (F).pdf
 Source Envelope:
 Document Pages: 14
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

 Envelope Originator:
 FAST Shared
 760 SW 9th Avenue
 Suite 3000
 Portland, OR 97205
 FAST@stoel.com
 IP Address: 198.36.178.99

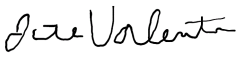
Record Tracking

Status: Original
 5/21/2026 11:30:46 AM
 Holder: FAST Shared
 FAST@stoel.com
 Location: DocuSign

Signer Events

Joe Valente
 jcvvalente@softcom.net
 X
 Jv
 Security Level: Email, Account Authentication
 (None)

Signature




Signature Adoption: Drawn on Device
 Using IP Address: 192.0.9.78

Timestamp

Sent: 5/21/2026 11:38:23 AM
 Viewed: 5/21/2026 11:50:30 AM
 Signed: 5/21/2026 11:51:04 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/21/2026 11:50:30 AM
 ID: 86757f91-107a-433d-bc00-2462dfa12e76

Vic Mettler
 vmettler@vicarmont.com
 PRESIDENT
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 74.244.51.150

Sent: 5/21/2026 11:38:24 AM
 Viewed: 5/21/2026 11:58:11 AM
 Signed: 5/21/2026 11:59:14 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/21/2026 11:58:11 AM
 ID: bc21c07e-0e06-4470-b9eb-59064be30c64

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Betty Orozco
 betty.orozco@stoel.com
 Security Level: Email, Account Authentication
 (None)

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Sent: 5/21/2026 11:38:25 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Jennifer Spaletta jennifer.spaletta@stoel.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/12/2025 5:16:52 PM ID: 15599385-8607-44d1-a6c6-5801280b0ea6	COPIED	Sent: 5/21/2026 11:38:25 AM

Steve steve@nsjwcd.com General manager North San Joaquin Water Conservation District Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/21/2026 11:38:26 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/21/2026 11:38:26 AM
Certified Delivered	Security Checked	5/21/2026 11:58:11 AM
Signing Complete	Security Checked	5/21/2026 11:59:14 AM
Completed	Security Checked	5/21/2026 11:59:14 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at toni.pfahler@stoel.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to toni.pfahler@stoel.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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**Resolution 2026-05
of the Board of Directors of the**

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
Authorizing Execution of Delivery of Contract with Fowler Brothers Construction in the
Amount of \$114,891.74 for Orchard and Vineyard removals for
the South System Locust Tree Basin Project**

WHEREAS, North San Joaquin Water Conservation District solicited proposals for removal of vineyards and orchards on the western 18.75 acres of APN 051-130-76, the western 29 acres of APN 051-130-65 and the western 15.9 acres of APN 051-130-56 to accommodate the construction of the South System Locust Tree Basin (the Project) in May of 2026.

WHEREAS, the proposal request removal of the vineyards and orchards in two phases with APN's 051-130-76 and 051-130-56 occurring in June of 2026 or as soon as the Purchase and Sale Agreement Closes, whichever occurs first, and the removal on APN 051-130-65 occurring after harvest, if the District acquires the parcel.

WHEREAS, the proposal request was conditioned on the District actually closing on the purchase of the properties and the proposal complying with prevailing wage requirements.

WHEREAS the District received 1 proposal for evaluation from Fowler Brothers Construction at a cost of \$114,891.74.

WHEREAS, the proposed work involves changes to disturbed agricultural lands that are common and routine in the area and the lands do not include waterways or any special status species habitat.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board finds that the Project is exempt from review under the California Environmental Quality Act (CEQA) and directs staff to file a Notice of Exemption because of common sense and because the project involves minor alterations to land with no waterways or natural habitats.
2. The Board finds that the proposal from Fowler Brothers Construction is the best value for the District. The Board President is authorized to execute and deliver to Fowler Brothers Construction a contract for the Project, in the amount of \$114,891.74 subject to the change orders directed by the Board on the District's standard short-form construction contract as approved by legal counsel.
3. The District designates the General Manager as the Contracting Officer/Project Manager for the Project. The Contracting Officer/Project Manager may approve change orders of \$5,000 or less and the President of the Board and the Contracting Officer/Project Manager may approve change orders of \$10,000 or less. Cumulative change orders exceeding \$20,000 require subsequent board approval.

4. The Contracting Officer/Project Manager shall issue a Notice to Proceed and meet with the contractor to define a removal schedule to be presented to the Board at the next regular board meeting.
5. The project shall be paid for with funds from the collection of the District's groundwater charge and any available grant funding.

ADOPTED: June 1, 2026 upon motion of _____, seconded by Director _____ and passed by the following vote:

AYES: ____ NOES: ____ ABSENT: ____ ABSTAINS: ____

CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the North San Joaquin Water Conservation District, a water conservation district organized and existing under the laws of the State of California, and that the foregoing Resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at Grape Festival Barrel Room, Lodi, California on the 1st day of June 2026, at which meeting a quorum of said Board of Directors was at all times present and acting, and that said Resolution has not been rescinded or amended in whole or any part thereof, and remains in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the North San Joaquin Water Conservation District this 1st day of June 2026.

 Brady Colburn, Secretary
 North San Joaquin Water Conservation District

ESTIMATE

Fowler Brothers Construction,
Inc.
PO Box 1120
Waterford, CA 95386

zach@fowlerbrosinc.com
+1 (209) 232-4402



Bill to
North San Joaquin Water Control District
PO Box 334
Victor, CA 95253

Ship to
North San Joaquin Water Control District
PO Box 334
Victor, CA 95253

Estimate details

Estimate no.: 1152
Estimate date: 05/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.		8.47 acres of cherry trees to remove drip hose and fan jets, remove trees and grind (leave in piles)			
2.	Labor	Remove fan jets and dispose @ \$75/ac	8.47	\$75.00	\$635.25
3.	Labor	Removal of drip line and stack @ \$80/ac	8.47	\$80.00	\$677.60
4.	Labor	Removal of Cherry Trees at Prevailing Wage @ \$425/ac	8.47	\$425.00	\$3,599.75
5.	Labor	Grinding of Cherry Trees and leave in piles @ \$975/ac	8.47	\$975.00	\$8,258.25
				Total	\$13,170.85

Accepted date

Accepted by

ESTIMATE

Fowler Brothers Construction,
Inc.
PO Box 1120
Waterford, CA 95386

zach@fowlerbrosinc.com
+1 (209) 232-4402



Bill to
North San Joaquin Water Control District
PO Box 334
Victor, CA 95253

Ship to
North San Joaquin Water Control District
PO Box 334
Victor, CA 95253

Estimate details

Estimate no.: 1151
Estimate date: 05/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.		15.72 acres of cherry trees to remove drip hose and fan jets, remove trees and grind (leave in piles)			
2.	Labor	Remove fan jets and dispose @ \$75/ac	15.72	\$75.00	\$1,179.00
3.	Labor	Removal of drip line and stack @ \$80/ac	15.72	\$80.00	\$1,257.60
4.	Labor	Removal of Cherry Trees at Prevailing wage @ \$425/ac	15.72	\$425.00	\$6,681.00
5.	Labor	Grinding of Cherry Trees @ \$975/ac	15.72	\$975.00	\$15,327.00
				Total	\$24,444.60

Accepted date

Accepted by

ESTIMATE

Fowler Brothers Construction,
Inc.
PO Box 1120
Waterford, CA 95386

zach@fowlerbrosinc.com
+1 (209) 232-4402



Bill to
North San Joaquin Water Control District
PO Box 334
Victor, CA 95253

Ship to
North San Joaquin Water Control District
PO Box 334
Victor, CA 95253

Estimate details

Estimate no.: 1150
Estimate date: 05/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.		14.19 ac Head Trained Vineyard with drip line and 65% wood stakes. 12 x 7 spacing= 519 VPA x 65%=337 stakes per acre, Dozer removal at prevailing wage			
2.	Labor	Pull treated wood stakes and stack @ \$1.10/ea (12x7=519VPAx65%=337 stakes/ac x 14.19ac=4787 wood stakes) Will get accurate count upon removal	4787	\$1.10	\$5,265.70
3.	Labor	Removal of drip line and dispose @ \$160/ac	14.19	\$160.00	\$2,270.40
4.	Labor	Remove vineyard 12' rows with dozer at prevailing wage @ \$360/ac	14.19	\$360.00	\$5,108.40
5.	Labor	Stack vines in 1/2 acre piles on the East side of the field @ \$175/ac	14.19	\$175.00	\$2,483.25
6.	Labor	Per contract, (based on todays price) fuel prices between \$5.01 to \$6 per gallon will be charged 8%. Subject to change if fuel prices increase at time of service. Move in fees not included in surcharge.	7591.65	\$0.08	\$607.33
7.	Labor	Dozer and Rake Loader move in, (Estimate only - to be determined by trucking company)	1	\$350.00	\$350.00
8.	Labor	Curtain Air Burner 220 to burn Head trained vineyard and metal stakes at \$925 per acre	14.19	\$925.00	\$13,125.75

"All treated wood stakes, end posts, drip hose, and any other combustible non-ag material must be removed before burning occurs"

Fowler Brothers Farming will haul and recycle metal left behind.

9. Labor	Per contract, (based on todays price) fuel prices between \$5.01 to \$6 per gallon will be charged 8%. Subject to change if fuel prices increase at time of service. Move in fees not included in surcharge.	13125.75	\$0.08	\$1,050.06
10. Labor	Airburner 220, loader and excavator move in (Estimate only - to be determined by trucking company)	1	\$600.00	\$600.00
Total				\$30,860.89

Accepted date

Accepted by

ESTIMATE

Fowler Brothers Construction,
Inc.
PO Box 1120
Waterford, CA 95386

zach@fowlerbrosinc.com
+1 (209) 232-4402



Bill to
North San Joaquin Water Control District
PO Box 334
Victor, CA 95253

Ship to
North San Joaquin Water Control District
PO Box 334
Victor, CA 95253

Estimate details

Estimate no.: 1149
Estimate date: 05/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.		13.42 ac Vineyard with embedded wire in the cordons, 10' rows, 4 wires with drip line. Dozer removal at prevailing wage			
2.	Labor	Pull end posts and recycle @ \$16/ea (65 rows)	130	\$16.00	\$2,080.00
3.	Labor	Removal of drip line and dispose @ \$160/ac	13.42	\$160.00	\$2,147.20
4.	Labor	Cut wires every 10 vines @ \$75/ac	13.42	\$75.00	\$1,006.50
5.	Labor	Remove vineyard with embedded wire in the cordons, 10' rows with dozer at prevailing wage @ \$360/ac	13.42	\$360.00	\$4,831.20
6.	Labor	Stack vines in 1/2 acre piles on the East side of the field @ \$175/ac	13.42	\$175.00	\$2,348.50
7.	Labor	Per contract, (based on todays price) fuel prices between \$5.01 to \$6 per gallon will be charged 8%. Subject to change if fuel prices increase at time of service. Move in fees not included in surcharge.	7179.7	\$0.08	\$574.38
8.	Labor	Dozer and Rake Loader move in, (Estimate only - to be determined by trucking company)	1	\$350.00	\$350.00
9.	Labor	Curtain Air Burner 220 to burn vineyard with embedded wire in the cordons, wire and	13.42	\$925.00	\$12,413.50

metal stakes at \$925 per acre

"All treated wood stakes, end posts, drip hose, and any other combustible non-ag material must be removed before burning occurs"

Fowler Brothers Farming will haul and recycle metal left behind.

10. Labor	Per contract, (based on todays price) fuel prices between \$5.01 to \$6 per gallon will be charged 8%. Subject to change if fuel prices increase at time of service. Move in fees not included in surcharge.	12413.5	\$0.08	\$993.08
11. Labor	Airburner 220, loader and excavator move in (Estimate only - to be determined by trucking company)	1	\$600.00	\$600.00
Total				\$27,344.36

Accepted date

Accepted by

Prepared by: Steve Schwabauer, General Manager
Daniel de Graaf, District Engineer

RECOMMENDATION:

Award a Construction Contract to preferred contractor for South System Improvements – Locust Tree Basin Project

DISCUSSION:

The North San Joaquin Water Conservation District South System Improvements – Locust Tree Basin Request for Proposals (RFP) was distributed on May 11, 2026. A mandatory Pre-Bid meeting was held at 10:00 a.m. on May 18, 2026, at which two (2) contractors attended. Bidders were required to submit questions regarding the project to the District Engineer by 5:00 P.M. on May 21, 2026.

At 10:00 a.m. on May 27, 2026, two (2) bids were received. A complete bid canvas with a summary of the two accepted bids is attached.

A follow up Request For Information (RFI) was issued to the bidders to clarify elements of their bids to assist with evaluation of the bids.

The RFP was issued, and bids were evaluated pursuant to the District's procurement policy. The District may award a contract for a project to a qualified bidder based on the lowest bid or the best value to the District, at the discretion of the Board.

The two accepted bids for the project ranged from \$710,534 (Central Irrigation) to \$1,495,800 (Arnaudo Construction). This is compared to the Engineer's Estimate of \$1,112,000.

Proposal Evaluation

PRICE:

Arnaudo Construction

Arnaudo Construction was the higher of the two proposals received, however the total cost was consistent with the Engineer's estimate as well as previous projects completed for the District by Arnaudo Construction and others.

Central Irrigation

Central Irrigation submitted a bid that was substantially lower than Arnaudo Construction, however the price is concerning. The price is so low that staff is concerned that the bid may not be inclusive of the entire scope of the project and that it may result in poor quality work to avoid cost overruns. The costs are significantly lower than previous bids by others and Central Irrigation on similar projects.

EXPERIENCE:

Arnaudo Construction

Arnaudo Construction demonstrated through their project references submitted with their bid package and response to the RFI that they have sufficient experience satisfactorily completing projects with similar size and scope for the District.

Arnaudo Construction will self-perform the entire project and will not utilize subcontractors.

Central Irrigation

Central irrigation demonstrated through their project reference submitted with their bid package experience completing earthwork similar to the size and scope of this project for the District. They did not, however, demonstrate any relevant experience with structural concrete and large diameter PVC or Concrete pipe and only provided experience with 24" PVC.

Central Irrigation will self-perform the basin turnouts and 24" PVC pipeline but will utilize subcontractors for the earthwork and structural concrete work.

ELEGIBILITY:

Arnaudo Construction

Arnaudo Construction submitted a proposal that meets all requirements of the RFP and District contract.

Central Irrigation

Central Irrigation submitted a proposal that does not meet all the requirements of the requirements of the RFP and District contract. The District contract requires that contractors self-perform a minimum of 60% of the total contract. Central Irrigation provided a response to the RFI indicating that the Control Structure and the Basin Excavation and Compaction and Deep Ripping will be completed by subcontracts. The bid items being completed by subcontractors constitute 57% of the total contract, meaning that Central Irrigation will only self-perform 43% of the total contract.

The Central Irrigation proposal is inconsistent with the requirements of the RFP and District contract and is ineligible for award of a contract without modification to the 60% self-performance requirement.

ADDITIONAL CONSIDERATIONS

This project is a crucial piece of the South System conveyance and future recharge capabilities. It is critical that this project be completed in a manner that is commensurate with the importance of the facility.

Arnaudo Construction comes with a proven track record of successful completion of irrigation district facilities of this nature. It is unclear whether Central Irrigation has the relevant experience required to complete this project at the level required and given that the bid was so low, careful consideration should be made before awarding a contract.

Additionally, this project may be expanded to include installation of additional 48" pipeline and alternative structures for control and automation of the system. If the project scope increases to include the additional pipeline and other modifications which are likely if the USDA grant is extended and utilized for this project, Arnaudo Construction will be the preferred contractor for that work due to their previous experience with projects of this size and scope.

RECOMMENDATION

Staff recommend that the Board evaluate the proposals and the information provided and award a contract to the preferred contractor based on best value to the District, subject to acquisition of all of the property required to construct the project.

FINANCIAL SUMMARY:

This project will be funded by groundwater charge revenue. Additionally, if the revised project is accepted and the USDAS grant timeline is extended, up to 1 Million of the larger project can be reimbursed.

ENVIRONMENTAL DETERMINATION:

The Project is Categorically Exempt from CEQA as follows:

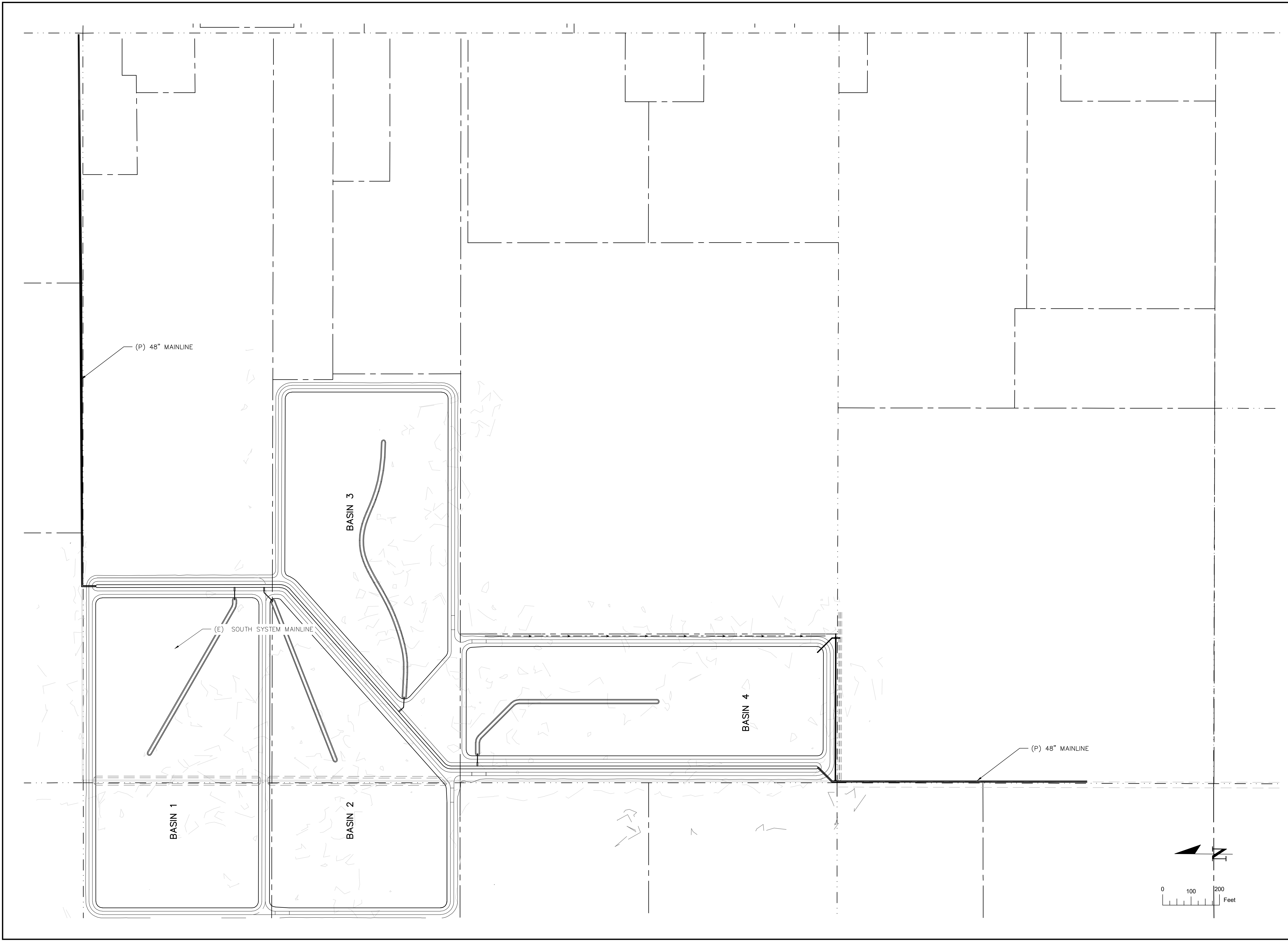
Pipeline Replacement: Class 2 Exemption CCR section 15302: replacement or reconstruction of facilities within the same site for substantially the same purpose.

Recharge Basin: Class 4 Exemption CCR section 15304: minor alterations to land that does not involve removal of mature trees or grading of land with more than 10 percent slope.

Attachments

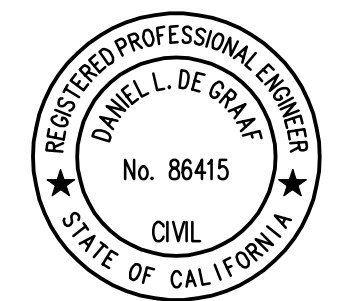
1 – Bid Canvas

2 – Plans and Exhibit



DE GRAAF
ENGINEERING, INC.

DEGRAAFENGINEERINGINC.COM
P.O. BOX 87 RIPON, CA 95366
(209) 614-2745



DATE SIGNED: ----

BID SET – NOT FOR
CONSTRUCTION
05/08/2026

NO.	REVISION	DATE



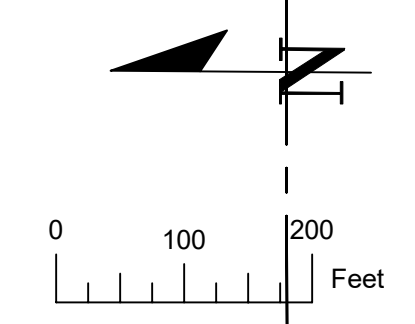
Know what's below.
Call before you dig.

CONSTRUCTION PLANS
OVERALL SITE PLAN

LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

PROJECT:	---
DRAWN BY:	GJ/DD
CHECKED BY:	DD
DATE:	05/08/2026

SHEET
1 OF **1**



NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

SOUTH SYSTEM IMPROVEMENTS - LOCUST TREE BASIN

SAN JOAQUIN COUNTY



DATE SIGNED: ----

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05/08/2026

NO.	REVISION	DATE



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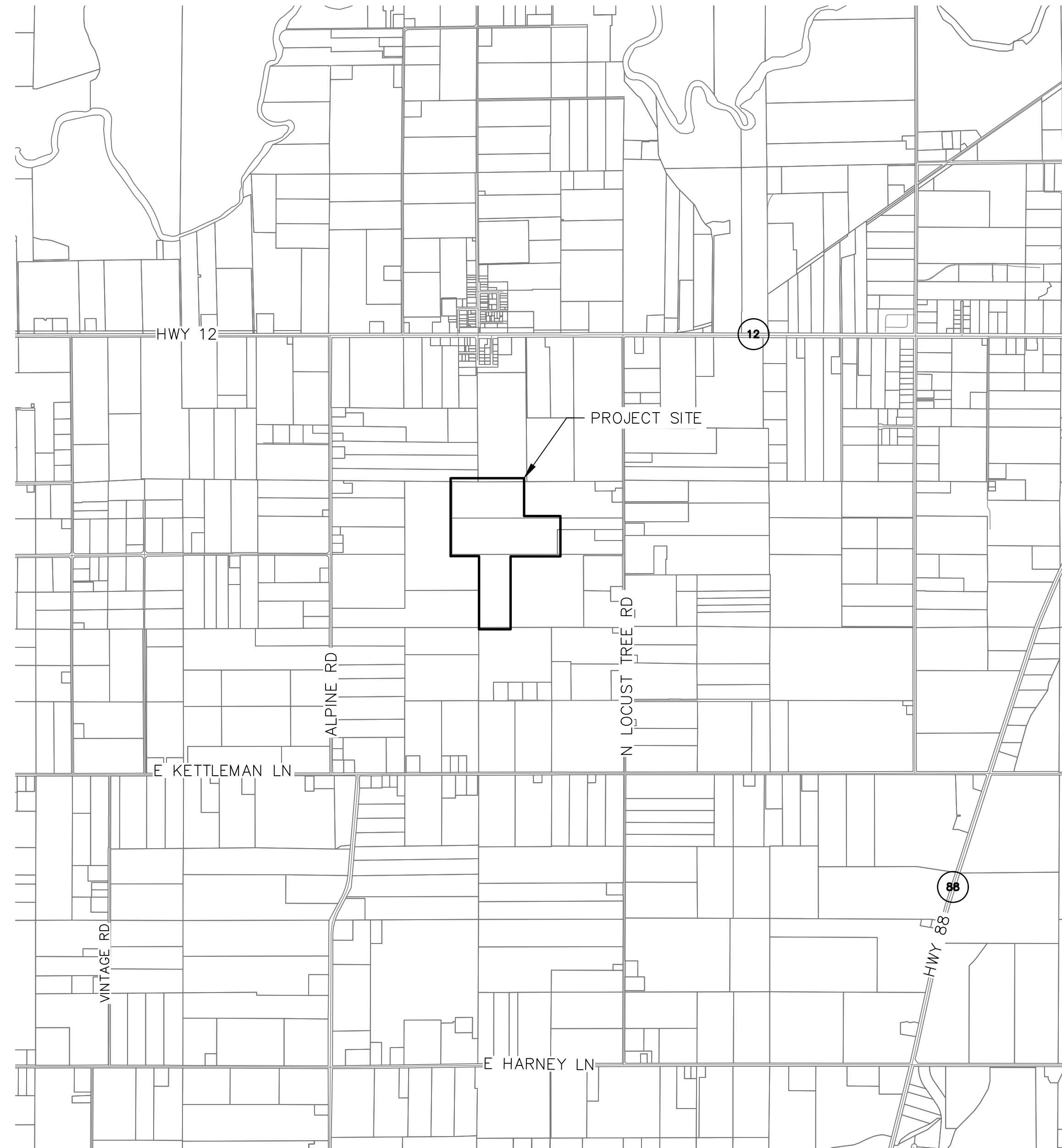
CONSTRUCTION PLANS
COVER SHEET

LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

PROJECT:	----
DRAWN BY:	GJ/DD
CHECKED BY:	DD
DATE:	05/08/2026

SHEET
1 OF **10**

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	OVERALL SITE PLAN AND KEY MAP
3	BASIN 1 GRADING PLAN
4	BASIN 2 GRADING PLAN
5	BASIN 3 GRADING PLAN
6	BASIN 4 GRADING PLAN
7	LATERAL PIPELINE
8	GRADING DETAILS
9	STRUCTURAL DETAILS
10	MISCELLANEOUS DETAILS



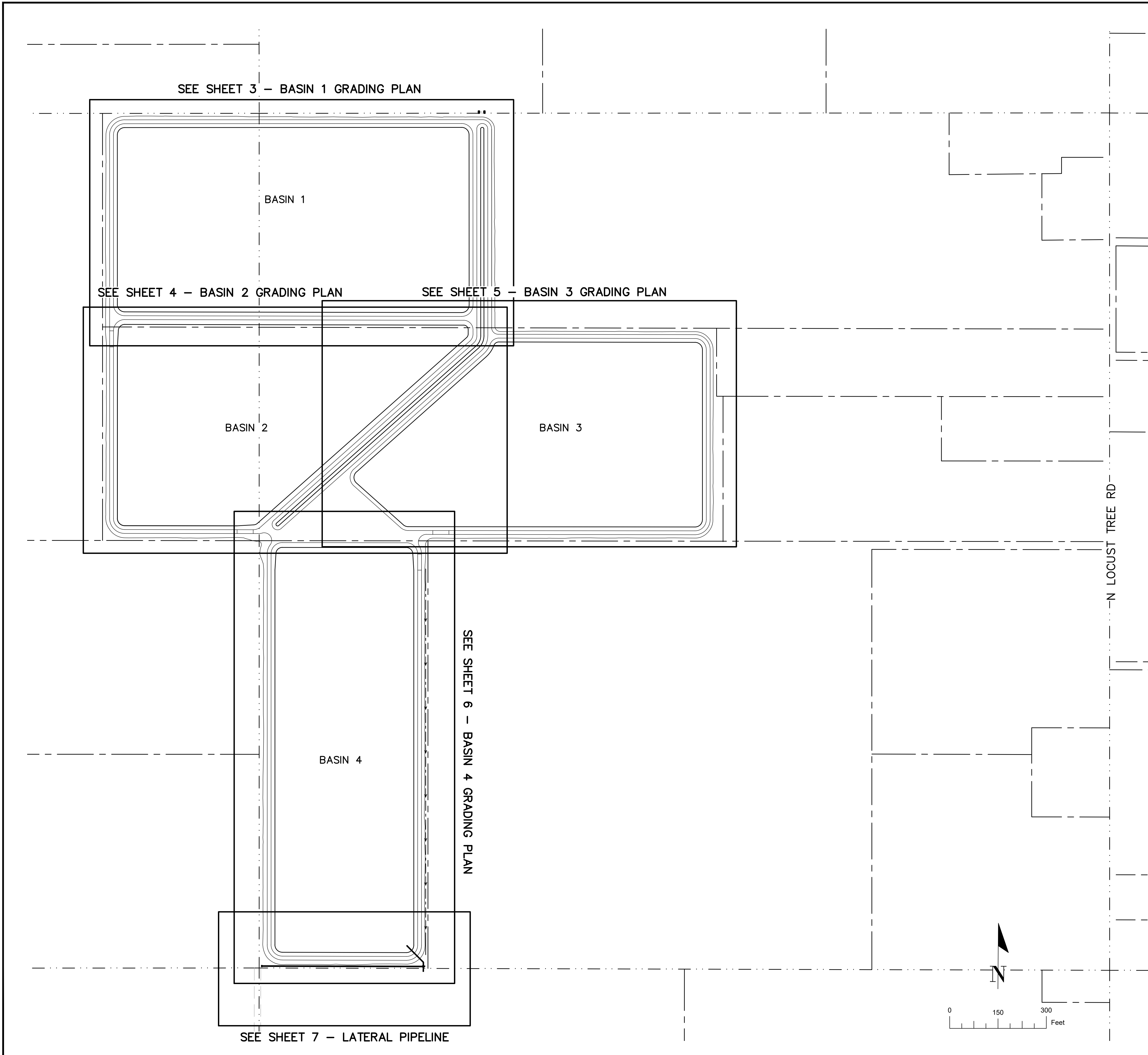
VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- 1: NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT (NSJWCD) SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK ON OR NEAR EXISTING DISTRICT FACILITIES.
- 2: USED MATERIAL, REJECTS, MISFITS, SECONDS, ETC. ARE NOT ACCEPTABLE FOR USE.
- 3: ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THESE PLANS AND PROJECT SPECIFICATIONS.
- 4: CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING FACILITIES PRIOR TO COMMENCING WORK. CALL UNDERGROUND SERVICE ALERT (USA) AT 8-1-1. CONTRACTOR SHALL MAKE ENGINEER AWARE OF ANY DISCREPANCIES. WHERE UNDERGROUND AND SURFACE STRUCTURES ARE SHOWN ON THE PLANS, THE LOCATIONS, DEPTH AND DIMENSIONS OF STRUCTURES ARE BELIEVED TO BE REASONABLY CORRECT, BUT ARE NOT GUARANTEED. SUCH STRUCTURES ARE SHOWN FOR THE INFORMATION OF THE CONTRACTOR, BUT INFORMATION SO GIVEN IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT SUCH STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THEY REPRESENT ALL OF THE STRUCTURES WHICH MAY BE ENCOUNTERED.
- 5: CONCRETE DESIGN MIX SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. ALL CONCRETE SHALL HAVE A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI UNLESS OTHERWISE SPECIFIED.
- 6: TRENCH BACKFILL SHALL BE COMPACTED TO 90% RELATIVE COMPACTION UNLESS OTHERWISE NOTED IN THESE PLANS.
- 7: ALL STEEL PIPE AND FITTINGS SHALL BE FURNISHED WITH A SHOP APPLIED HIGH SOLIDS EPOXY COATING ON THE INTERIOR AND EXTERIOR, UNLESS OTHERWISE INDICATED. ALL OTHER EXPOSED STEEL SHALL BE PAINTED WITH A PRE-TREATMENT PRIMER, AN UNDERCOAT, AND A FINAL COAT OF PAINT IN ACCORDANCE WITH THESE PLANS.
- 8: ALL NUTS, BOLTS, AND WASHERS USED TO SECURE UNDERGROUND FITTINGS SHALL BE STAINLESS STEEL. AFTER INSTALLATION, ALL STEEL HARDWARE SHALL BE COATED WITH A RUST PREVENTATIVE, WRAPPED WITH 4 MIL POLYETHYLENE SHEETING, AND SECURED WITH PVC TAPE.
- 9: THRUST RESTRAINTS TO BE PROVIDED AT ALL PIPELINE BENDS, WHETHER OR NOT SHOWN ON THE PLANS.
- 10: ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE HEALTH AND SAFETY LAWS OF THE STATE OF CALIFORNIA AND CAL/OSHA STANDARDS.
- 11: CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OF ALL PIPELINE CRACKS, WHICH DEVELOP DURING CONSTRUCTION OF IMPROVEMENTS AFFECTING EXISTING FACILITIES.
- 12: ALL EXCESS MATERIAL AND/OR DEBRIS SHALL BE REMOVED UPON COMPLETION OF INSTALLATION.
- 13: CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DUST CONTROL AT ALL TIMES.

SITE SAFETY AND PROTECTION NOTES

- 1: THE DUTY OF THE ENGINEER, OWNER OR ITS AGENTS TO CONDUCT CONSTRUCTION OF THE CONTRACTOR'S PERFORMANCE AND THE UNDERTAKING OF INSPECTIONS OR THE GIVING OF INSTRUCTIONS AS AUTHORIZED HEREIN IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF THE ACTUAL CONSTRUCTION NOR MAKE THE ENGINEER, OWNER OR ITS AGENTS RESPONSIBLE FOR PROVIDING A SAFE PLACE FOR THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUBCONTRACTORS, OR SUPPLIERS, OR FOR ACCESS, VISITS, USE, WORK, TRAVEL OR OCCUPANCY BY ANY PERSON.
- 2: THE CONTRACTOR SHALL HAVE AT THE WORK SITE, COPIES OR SUITABLE EXTRACTS OF CONSTRUCTION SAFETY ORDERS, ISSUED BY CAL-OSHA. CONTRACTOR SHALL COMPLY WITH PROVISIONS OF THESE AND ALL OTHER APPLICABLE LAWS, ORDINANCES AND REGULATIONS. THE CONTRACTOR MUST COMPLY WITH PROVISIONS OF THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION, PROMULGATED BY THE SECRETARY OF LABOR UNDER SECTION 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS SET FORTH IN TITLE 29 C.F.R.
- 3: TO PROTECT THE LIVES AND HEALTH OF CONTRACTOR'S EMPLOYEES UNDER THE CONTRACT, THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., AND SHALL MAINTAIN AN ACCURATE RECORD OF ALL CASES OF DEATH, OCCUPATIONAL DISEASE, AND INJURY REQUIRING MEDICAL ATTENTION OR CAUSING LOSS OF TIME FROM WORK, ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT OR WORK UNDER THE CONTRACT.
- 4: THE CONTRACTOR ALONE SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF CONTRACTOR'S FACILITIES, APPLIANCES, AND METHODS AND FOR ANY DAMAGE, WHICH MAY RESULT FROM THEIR FAILURE OR THEIR IMPROPER CONSTRUCTION, MAINTENANCE, OR OPERATION.
- 5: THE CONTRACTOR AGREES THAT IT SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, ENGINEER, AND THEIR RESPECTIVE AGENTS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF OWNER, ENGINEER, OR THEIR RESPECTIVE AGENTS.
- 6: THE OWNER AND ITS AGENTS' SITE RESPONSIBILITIES ARE LIMITED SOLELY TO THE ACTIVITIES OF THEIR EMPLOYEES ON SITE. THE RESPONSIBILITIES SHALL NOT BE INFERRED BY ANY PARTY TO MEAN THAT THE OWNER OR ITS AGENTS HAVE RESPONSIBILITY FOR SITE SAFETY, SAFETY IN, ON, OR ABOUT THE SITE IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR ALONE. THE CONTRACTOR'S METHODS OF WORK PERFORMANCE, SUPERINTENDENCE, AND THE CONTRACTOR'S EMPLOYEES, AND SEQUENCING OF CONSTRUCTION ARE ALSO THE SOLE AND EXCLUSIVE RESPONSIBILITIES OF THE CONTRACTOR ALONE.



EARTHWORK		
ITEM	QUANTITY	UNITS
CUT	58,800	CUBIC YARDS
COMPACTED FILL	55,500	CUBIC YARDS
STOCKPILE	3,300	CUBIC YARDS
FILL FACTOR	1.2	N/A

DE GRAAF
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DEGRAAFENGINEERINGINC.COM
P.O. BOX 87 RIPON, CA 95366
(209) 614-2745

REGISTERED PROFESSIONAL ENGINEER
DANIEL L. DE GRAAF
No. 86415
CIVIL
STATE OF CALIFORNIA

DATE SIGNED: ----
BID SET - NOT FOR CONSTRUCTION
05/08/2026

NO.	REVISION	DATE

811
Know what's below.
Call before you dig.

CONSTRUCTION PLANS
OVERALL SITE PLAN AND KEY MAP
LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

PROJECT:	----
DRAWN BY:	GJ/DD
CHECKED BY:	DD
DATE:	05/08/2026

SHEET
2 OF **10**



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NO. REVISION DATE



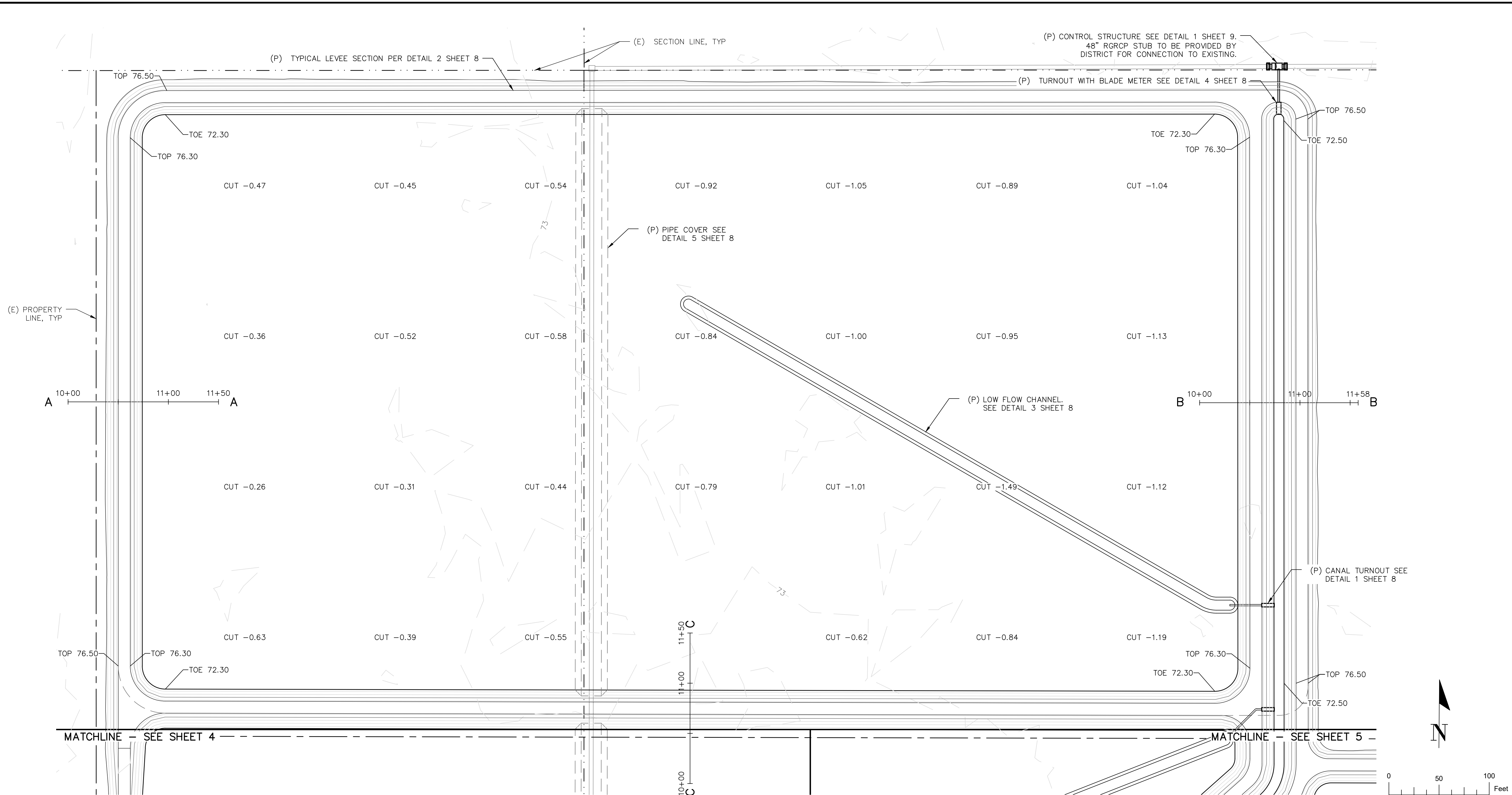
Know what's below.
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CONSTRUCTION PLANS
BASIN 1 GRADING PLAN

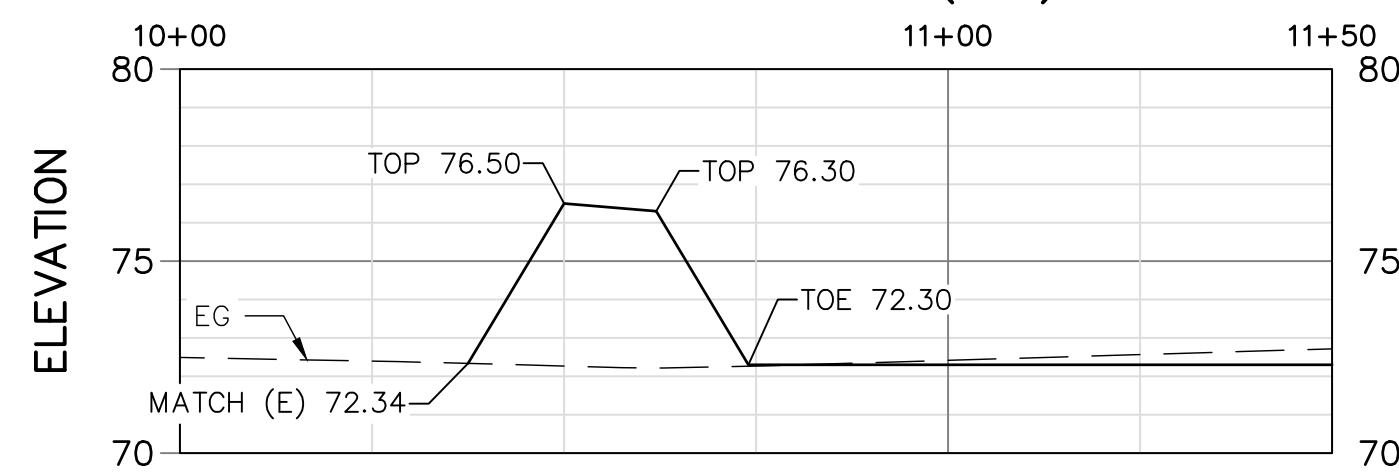
LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

PROJECT: ----
DRAWN BY: GJ/DD
CHECKED BY: DD
DATE: 05/08/2026

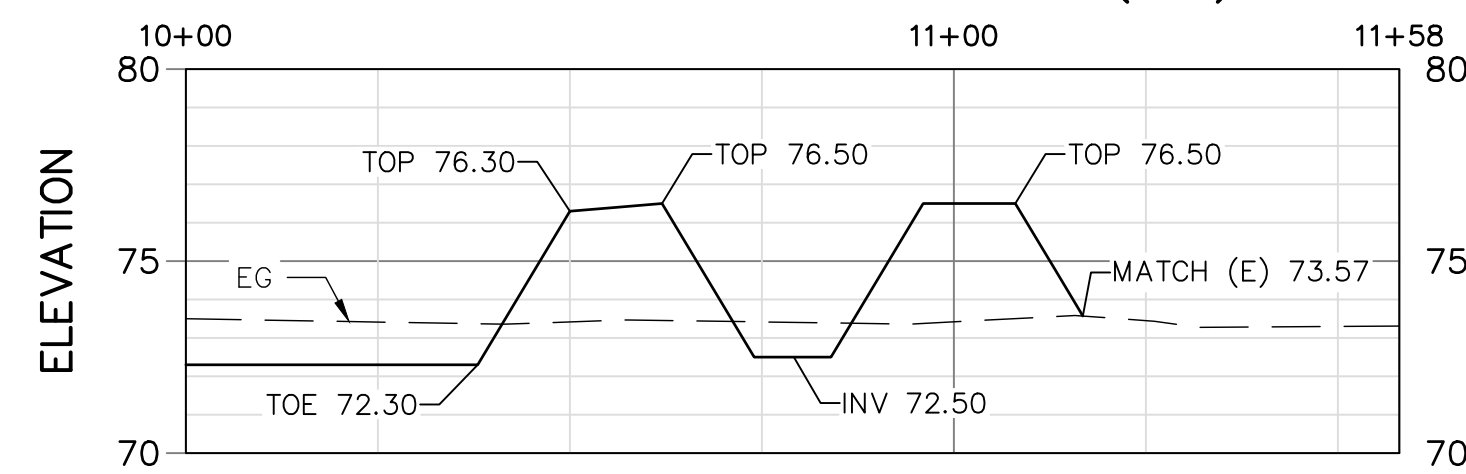
SHEET
3 OF **10**



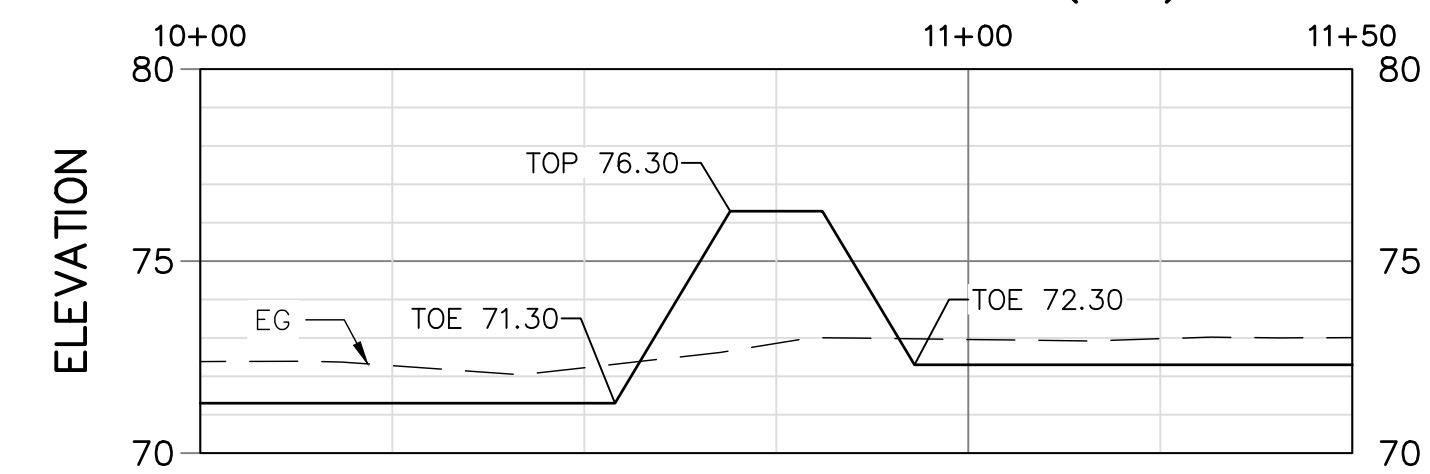
LEVEE SECTION A-A (TYP)



LEVEE & DITCH SECTION B-B (TYP)



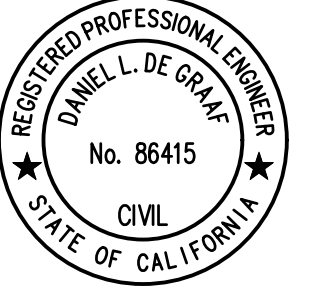
CENTER LEVEE SECTION C-C (TYP)





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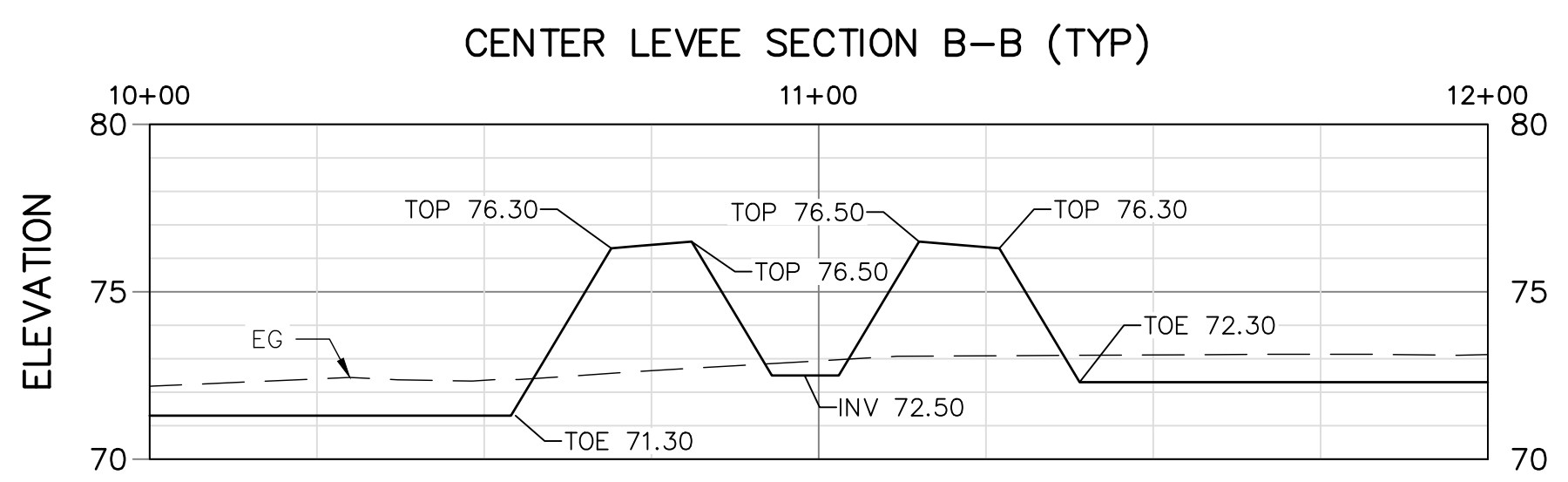
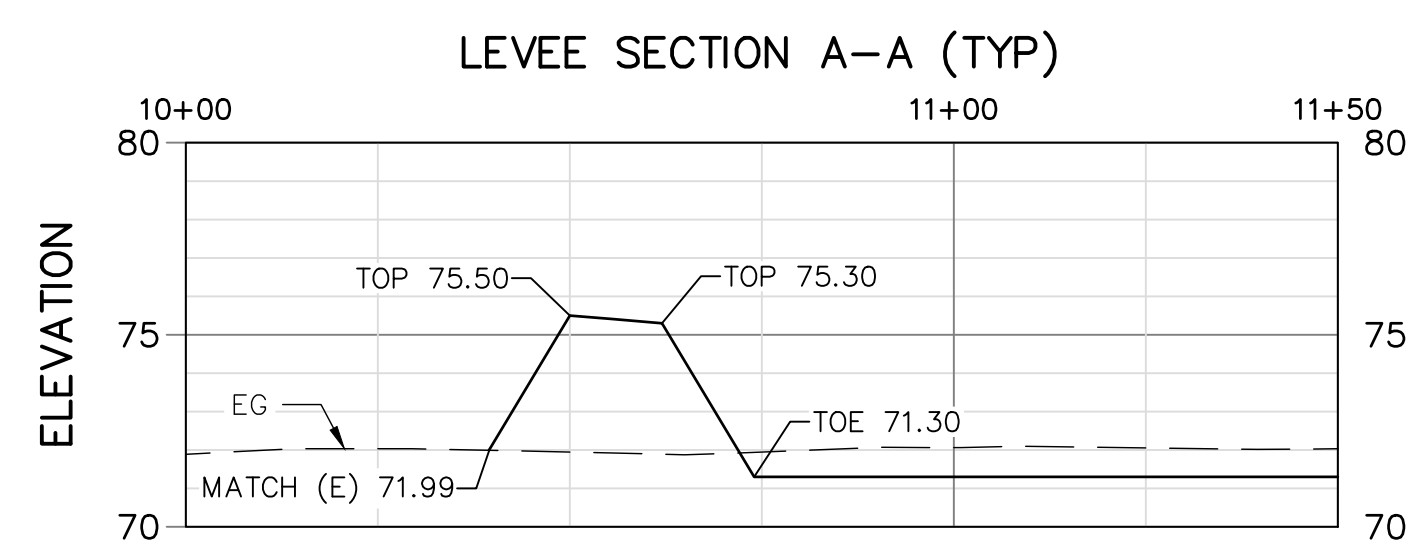
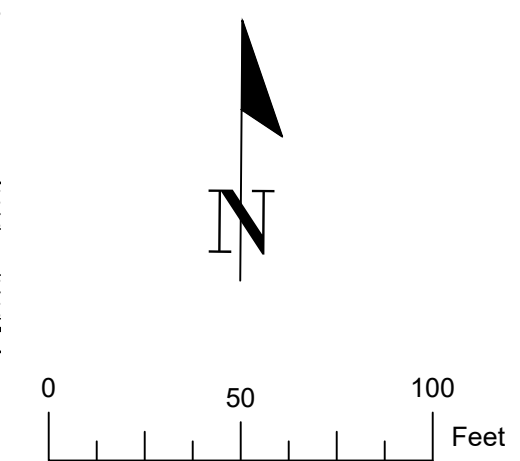
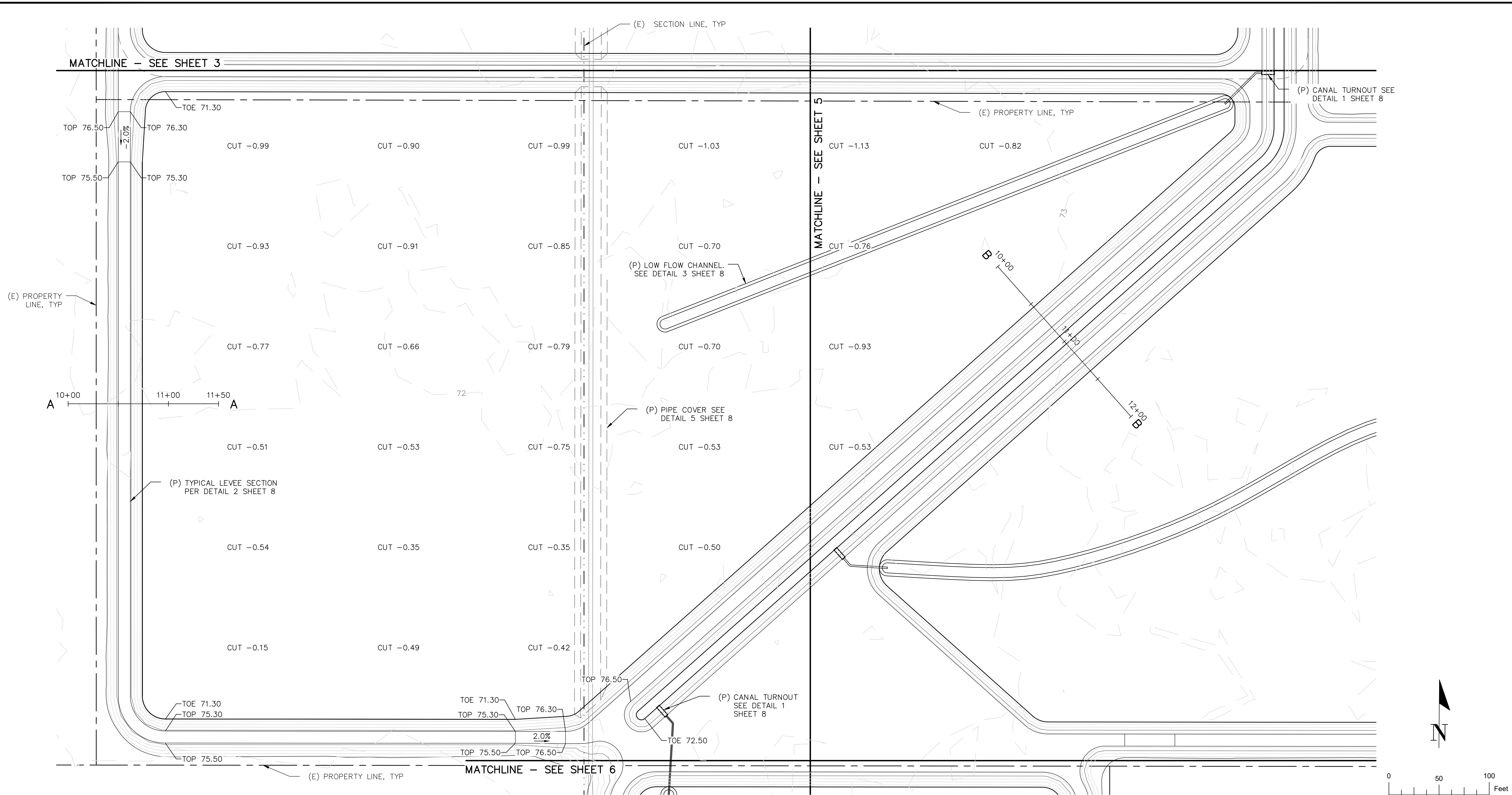
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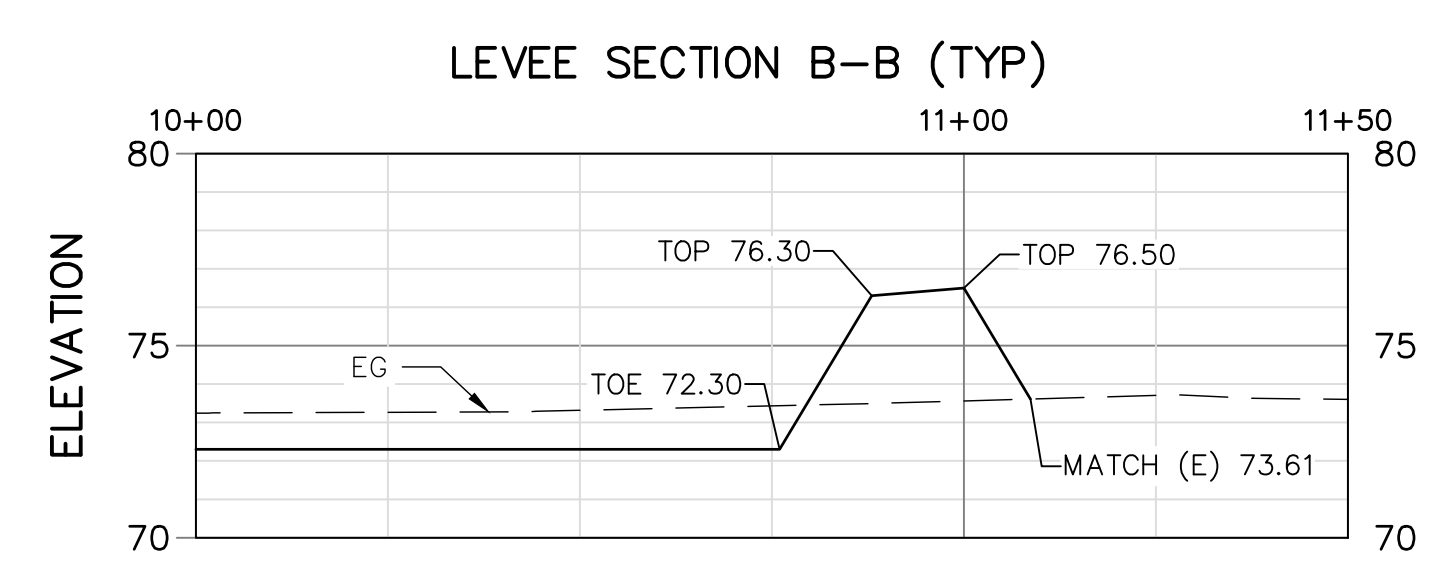
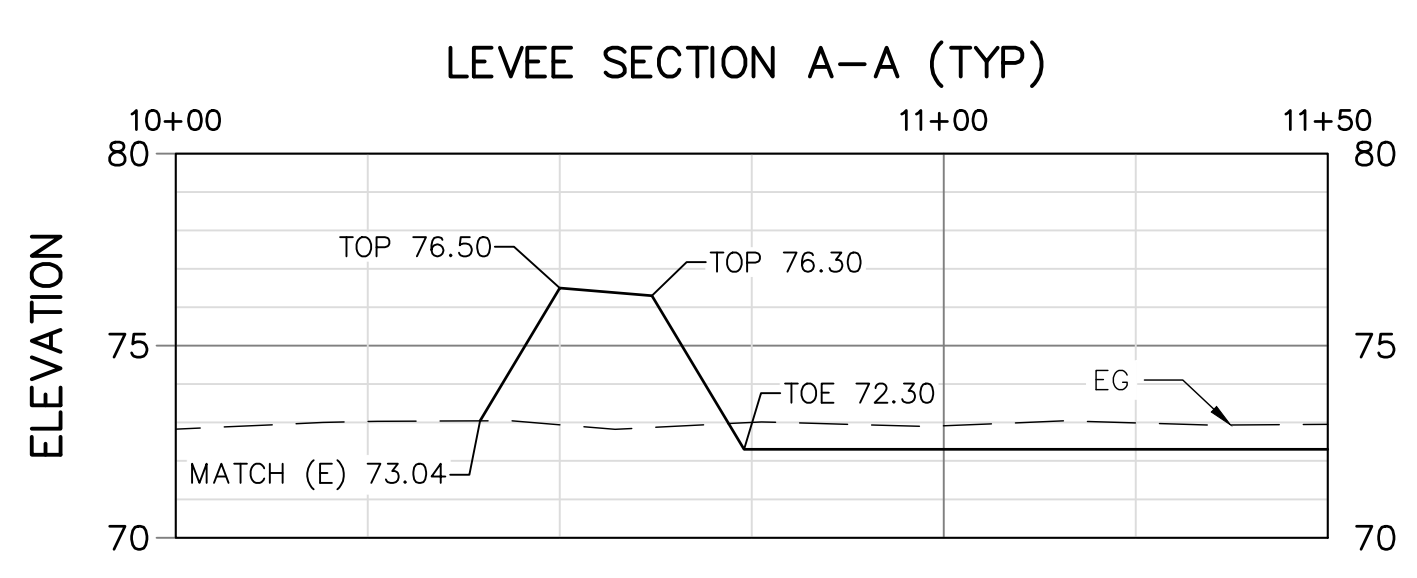
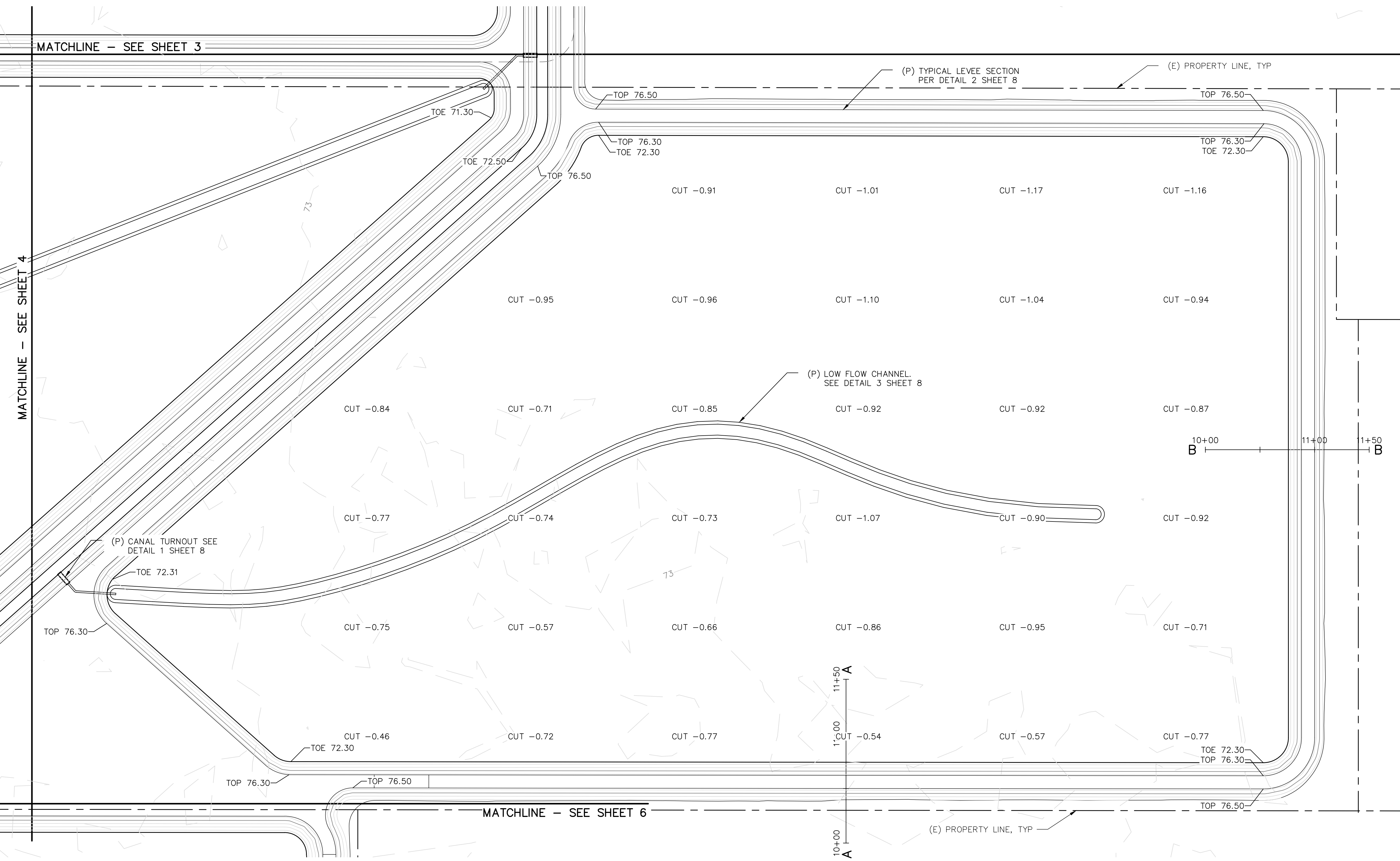
CONSTRUCTION PLANS
BASIN 2 GRADING PLAN

LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

PROJECT: ----
DRAWN BY: GJ/DD
CHECKED BY: DD
DATE: 05/08/2026

SHEET
4 OF **10**





DATE SIGNED: ----
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05/08/2026

NO.	REVISION	DATE



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CONSTRUCTION PLANS
BASIN 3 GRADING PLAN
LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

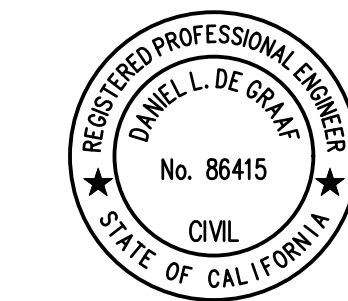
PROJECT: ----
DRAWN BY: GJ/DD
CHECKED BY: DD
DATE: 05/08/2026

SHEET
5 OF **10**



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CONSTRUCTION PLANS
LATERAL PIPELINE

LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

PROJECT:	----
DRAWN BY:	GJ/DD
CHECKED BY:	DD
DATE:	05/08/2026

SHEET
7 OF **10**

BASIN 4

(E) PROPERTY LINE, TYP

(P) 18" 90° TURNED UP INTO BASIN.

(P) ± 80LF 18" 100 PSI PVC PIPE.

(P) 24" MAINLINE CONNECTION. SEE DETAIL 3 SHEET 10

±500 LF 24" 100 PSI PVC

(P) LATERAL CROSS. SEE DETAIL 2 PAGE 10

(P) 18" BRAY GEAR OPERATED BUTTERFLY VALVE

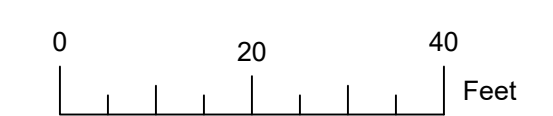
(E) SECTION LINE, TYP

IRRIGATION DITCH BY OTHERS.

(P) 18" BRAY GEAR OPERATED BUTTERFLY VALVE

(P) 18" 90° TURNED UP INTO DITCH. DITCH BY OTHERS.

(P) 24"x12" ECCENTRIC REDUCER WITH 12" BRAY GEAR OPERATED BUTTERFLY VALVE AND ±10LF 10" 100PSI PVC WITH BLIND FLANGE AT PL.





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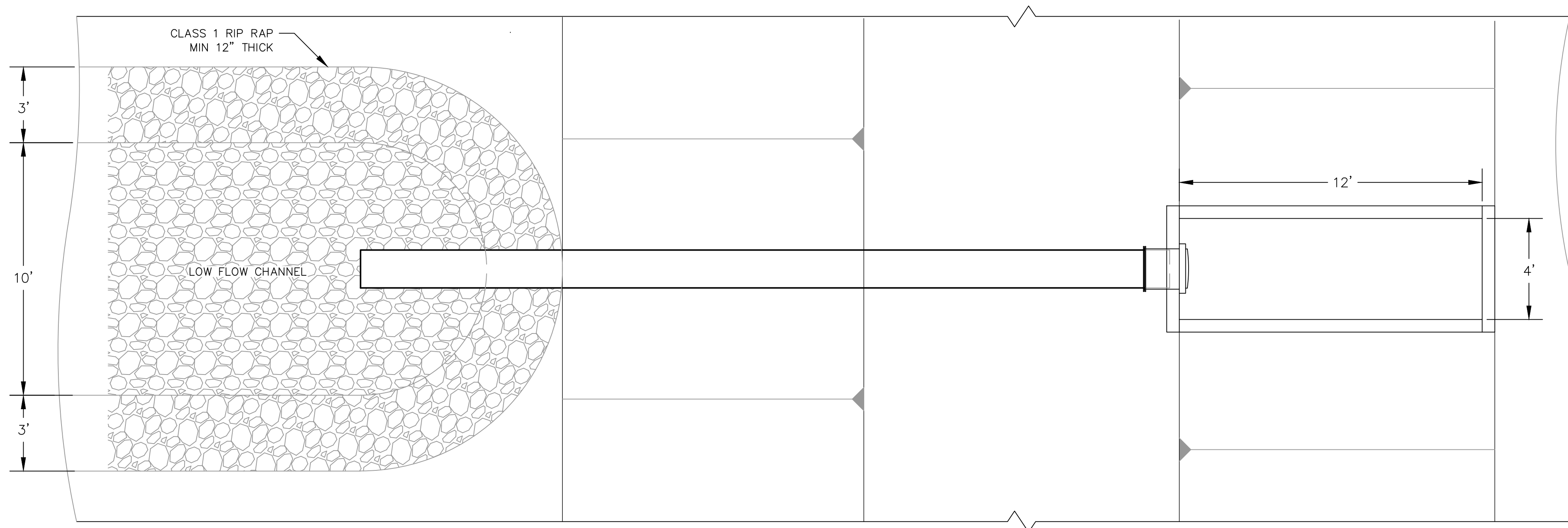
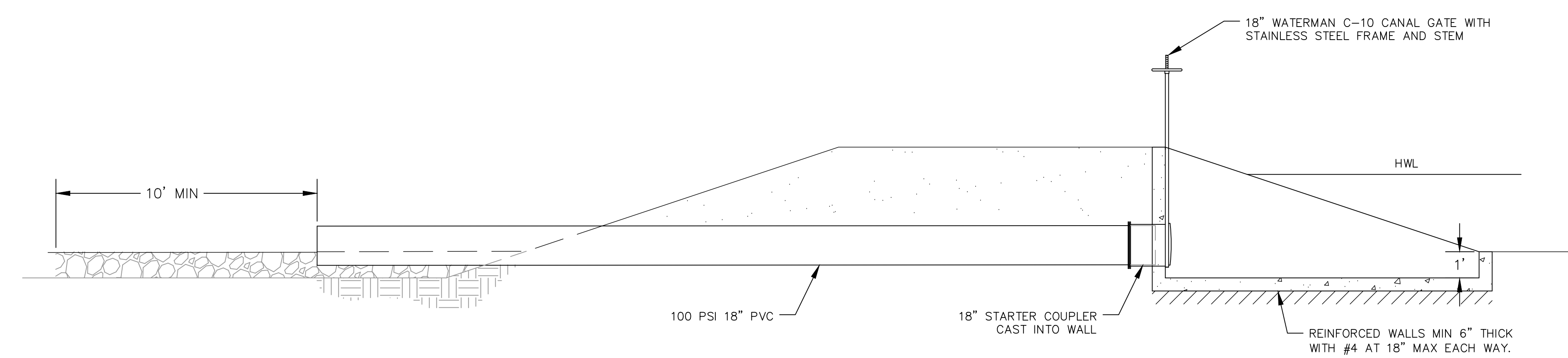
Know what's below.
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CONSTRUCTION PLANS
GRADING DETAILS

LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

PROJECT:	----
DRAWN BY:	GJ/DD
CHECKED BY:	DD
DATE:	05/08/2026

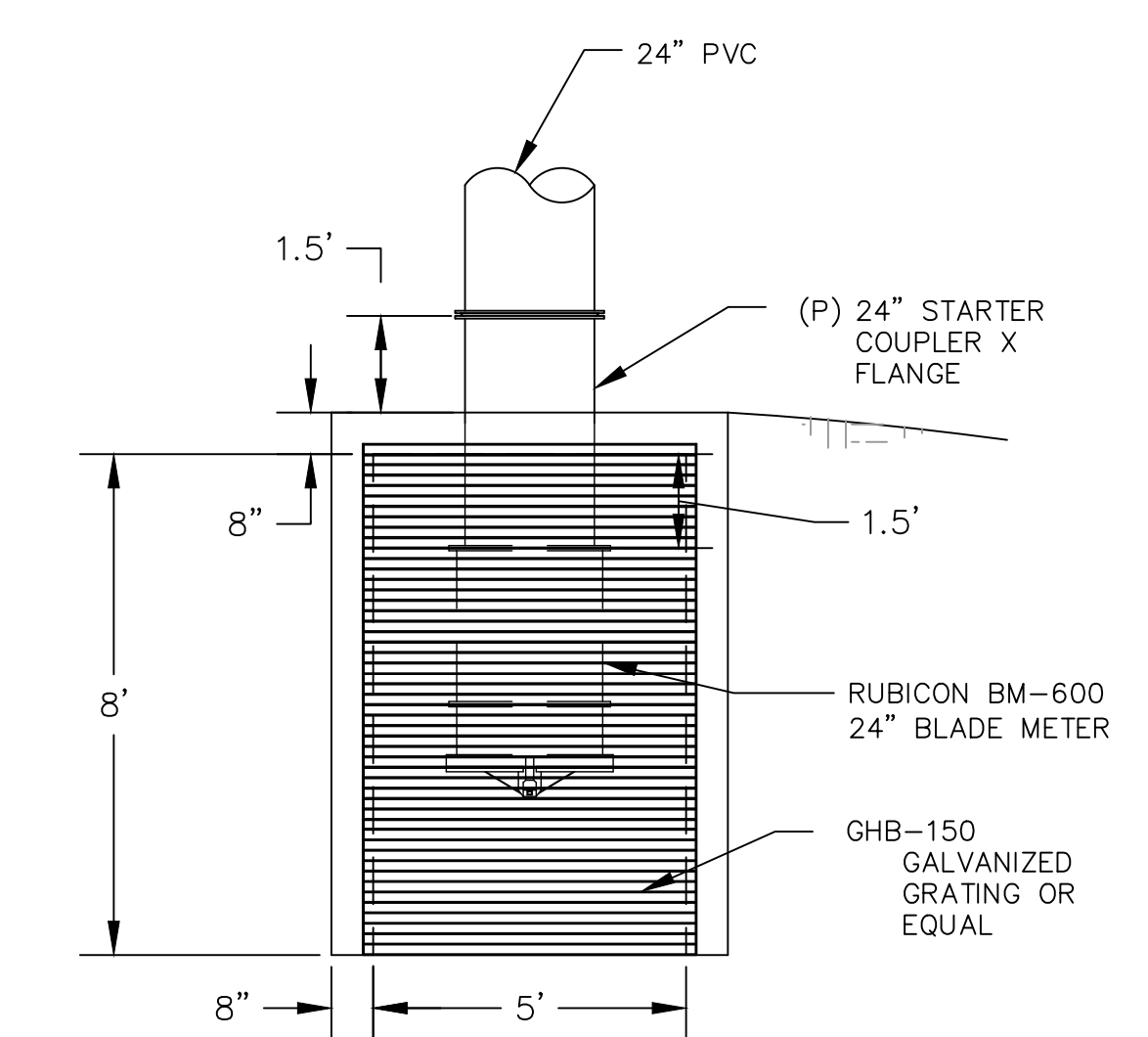
SHEET
8 OF **10**



1/8

SCALE: 1"=3'

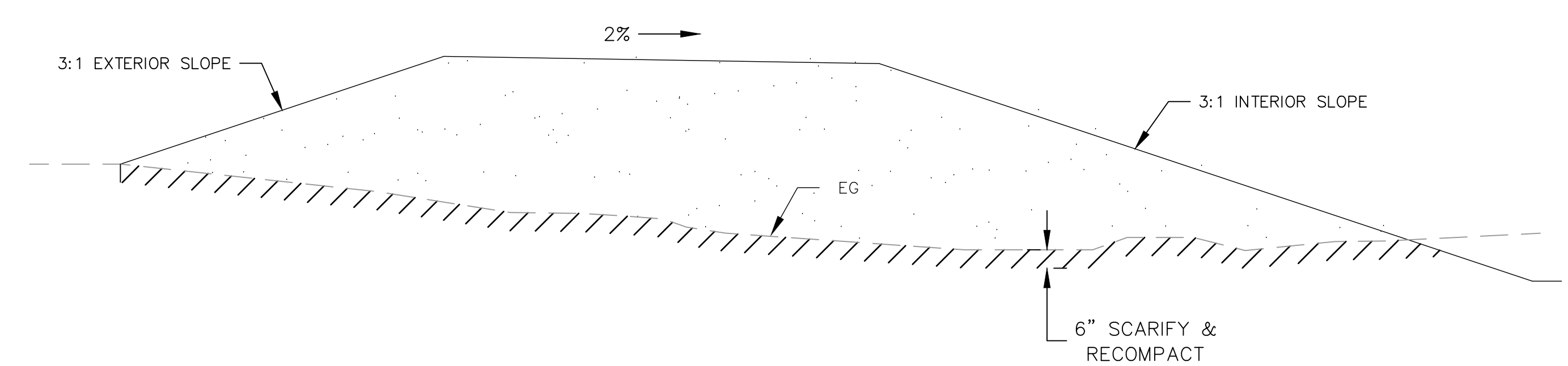
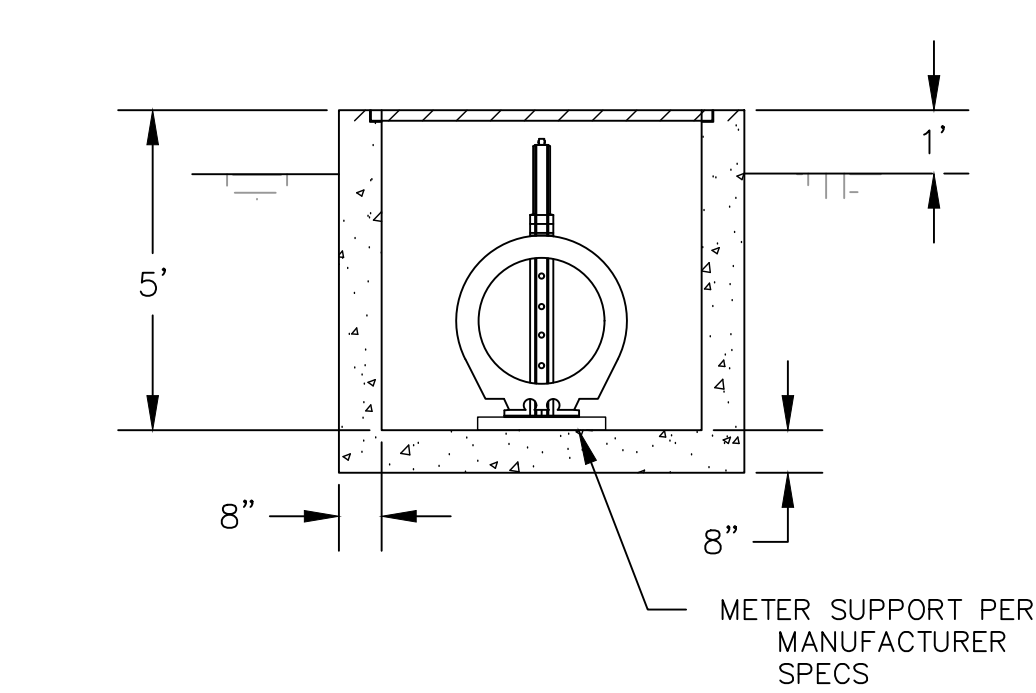
CANAL TURNOUT



4/8

SCALE: 1"=3'

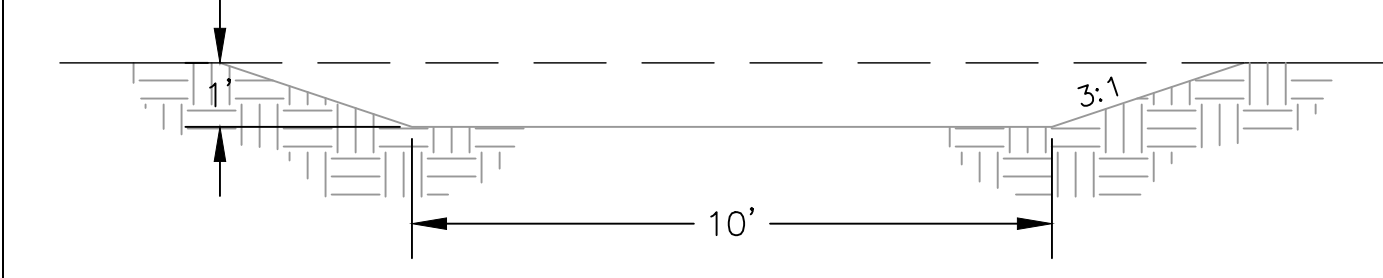
TURNOUT W/ BLADE METER



3/8

SCALE: 1"=3'

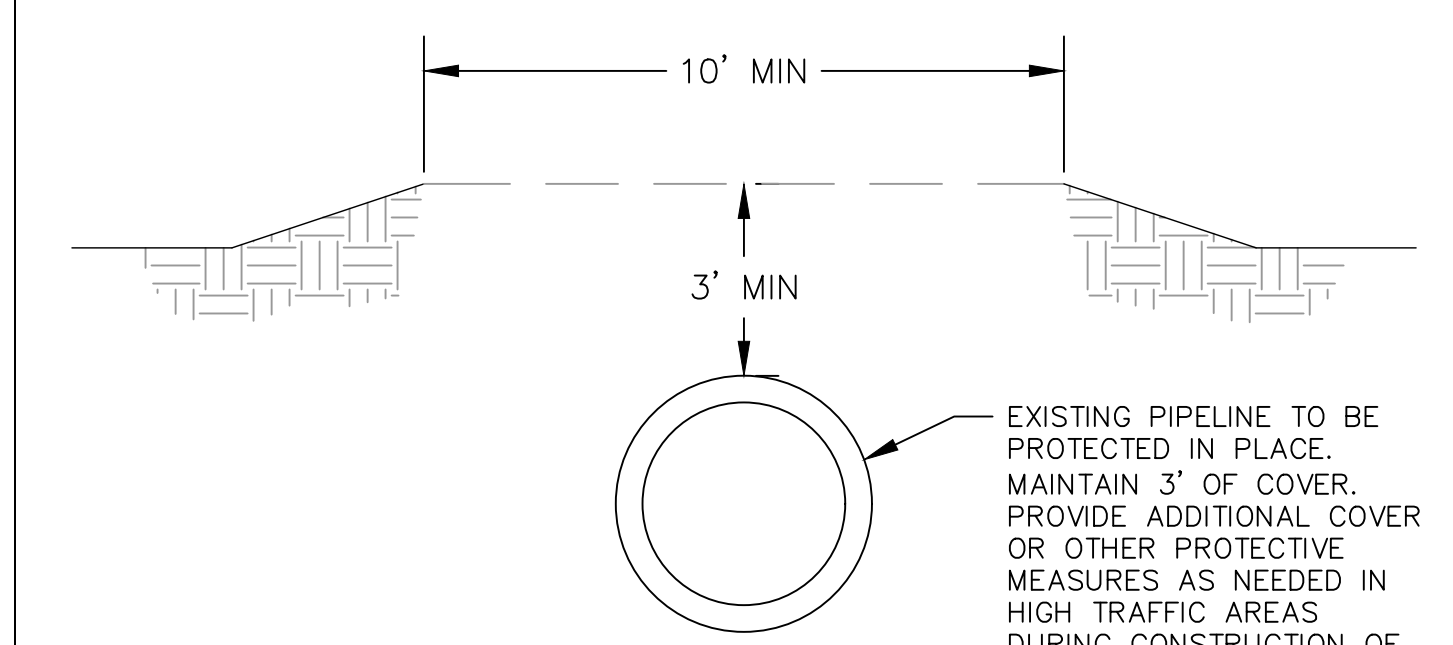
TYPICAL LEVEE SECTION



3/8

SCALE: 1"=3'

LOW FLOW CHANNEL



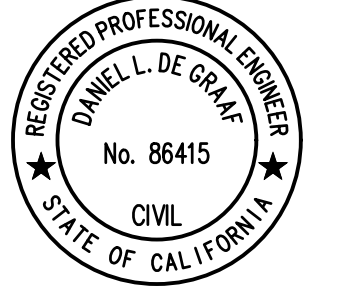
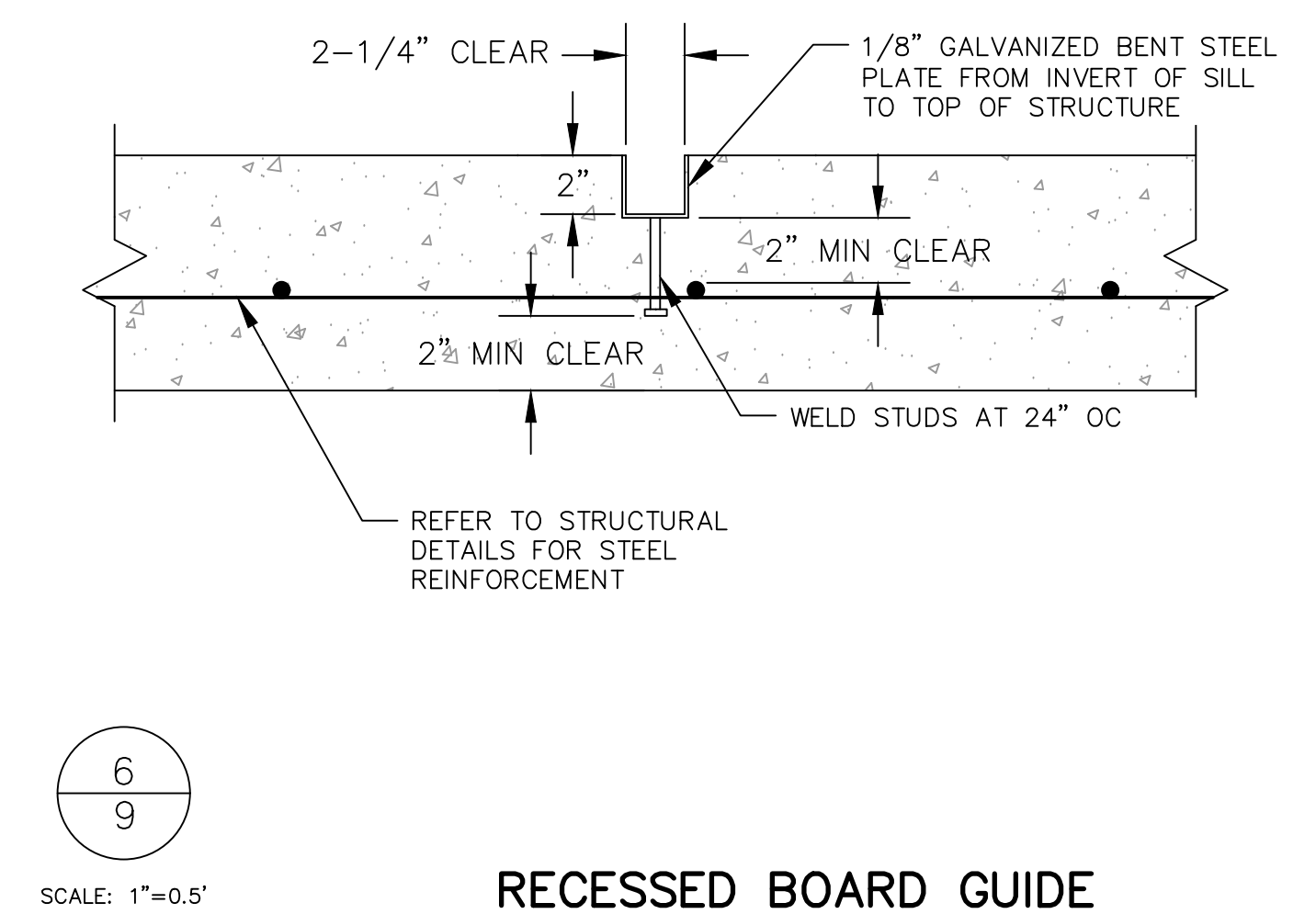
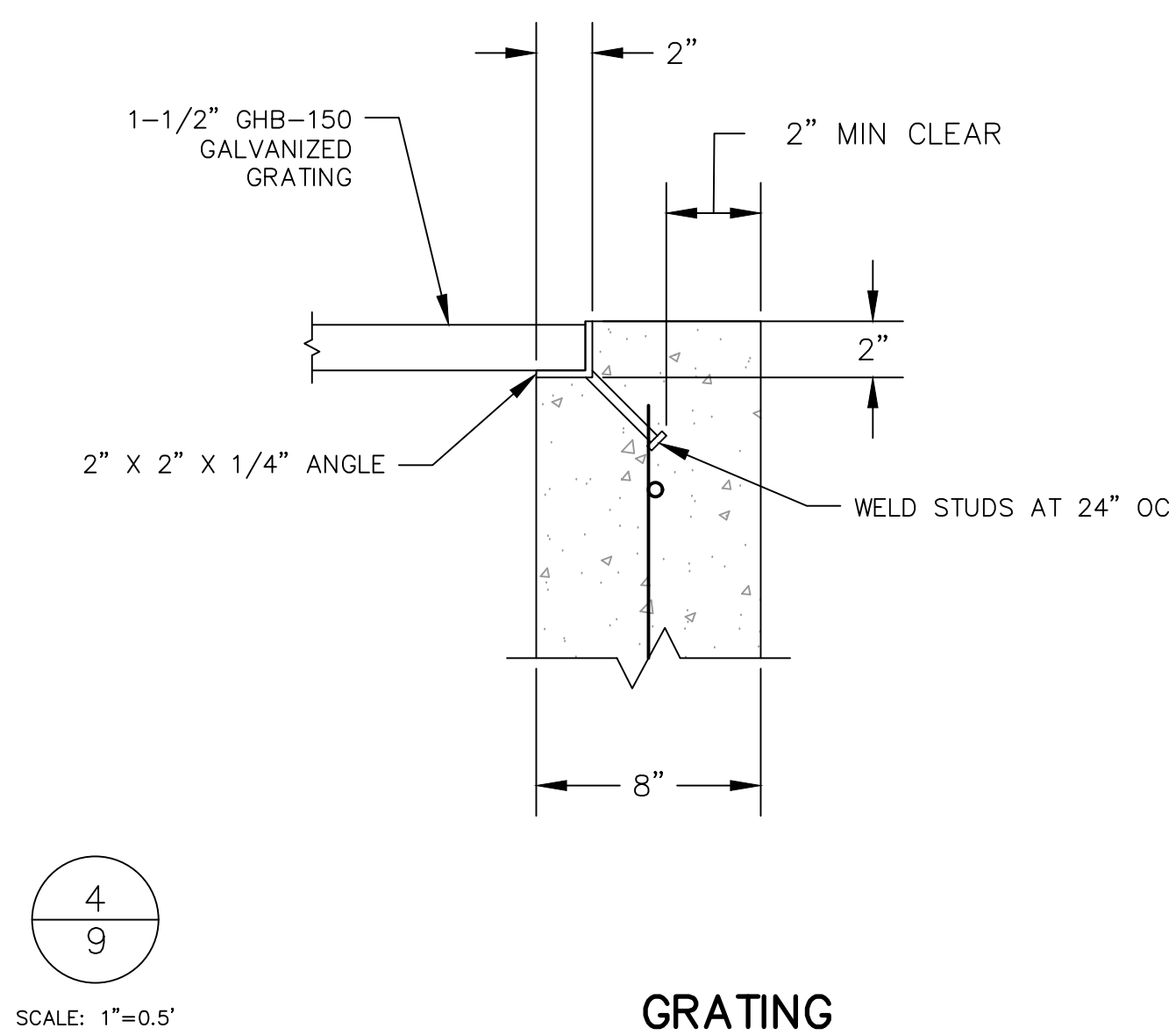
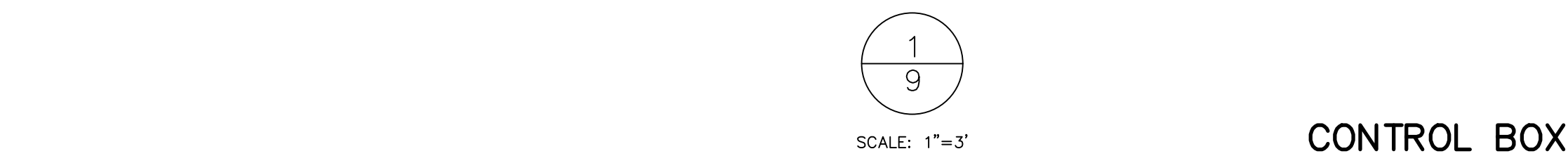
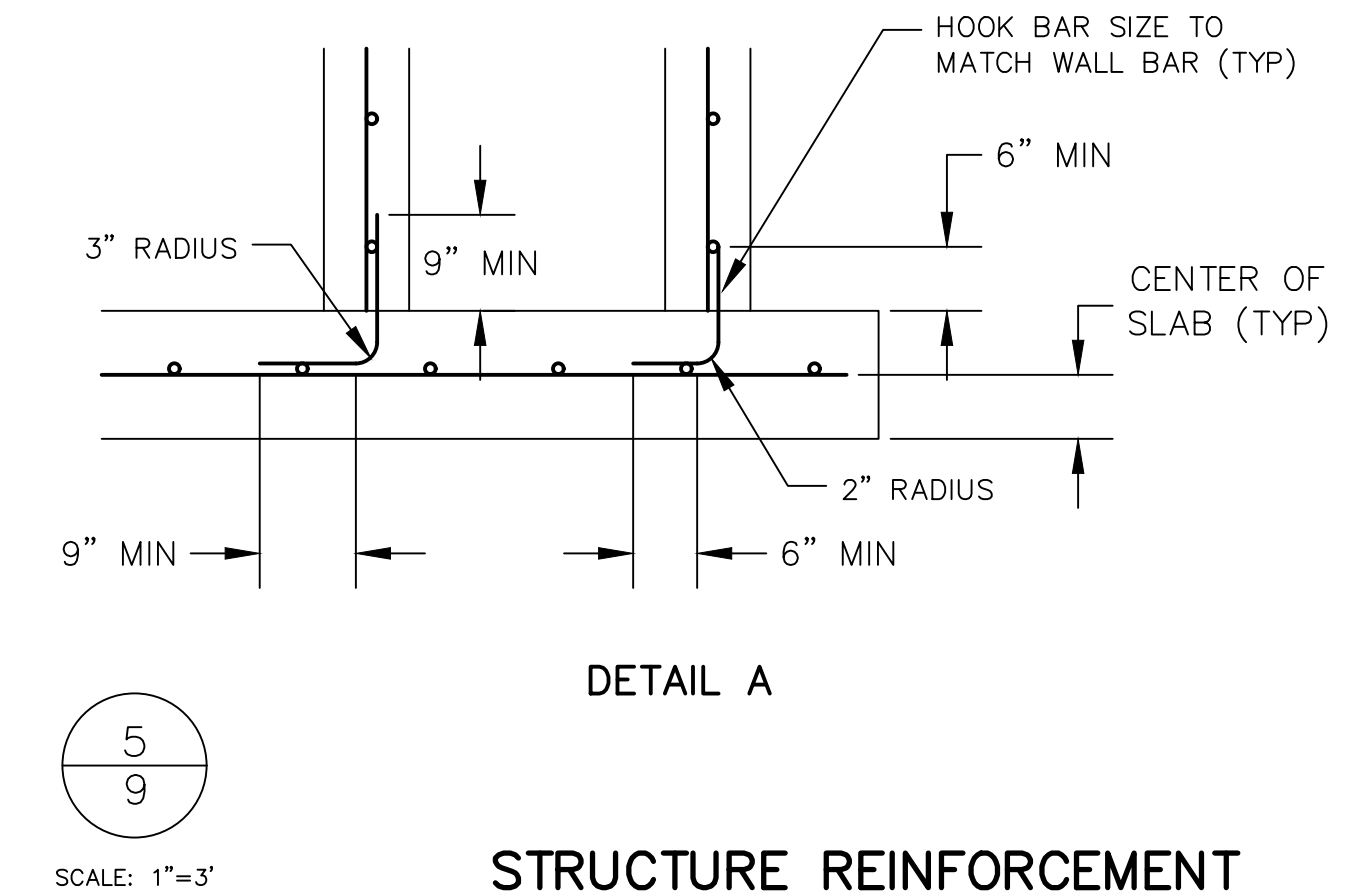
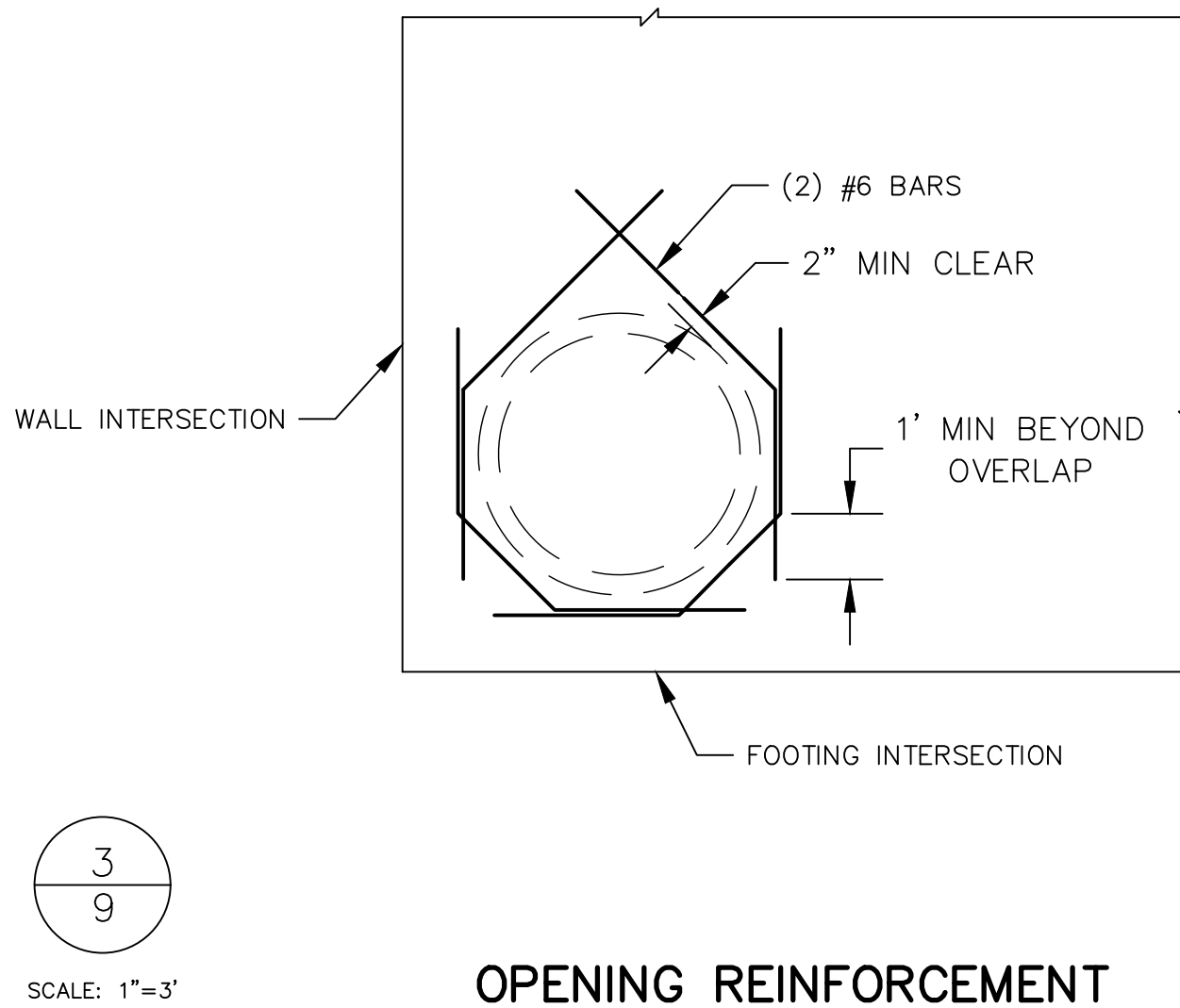
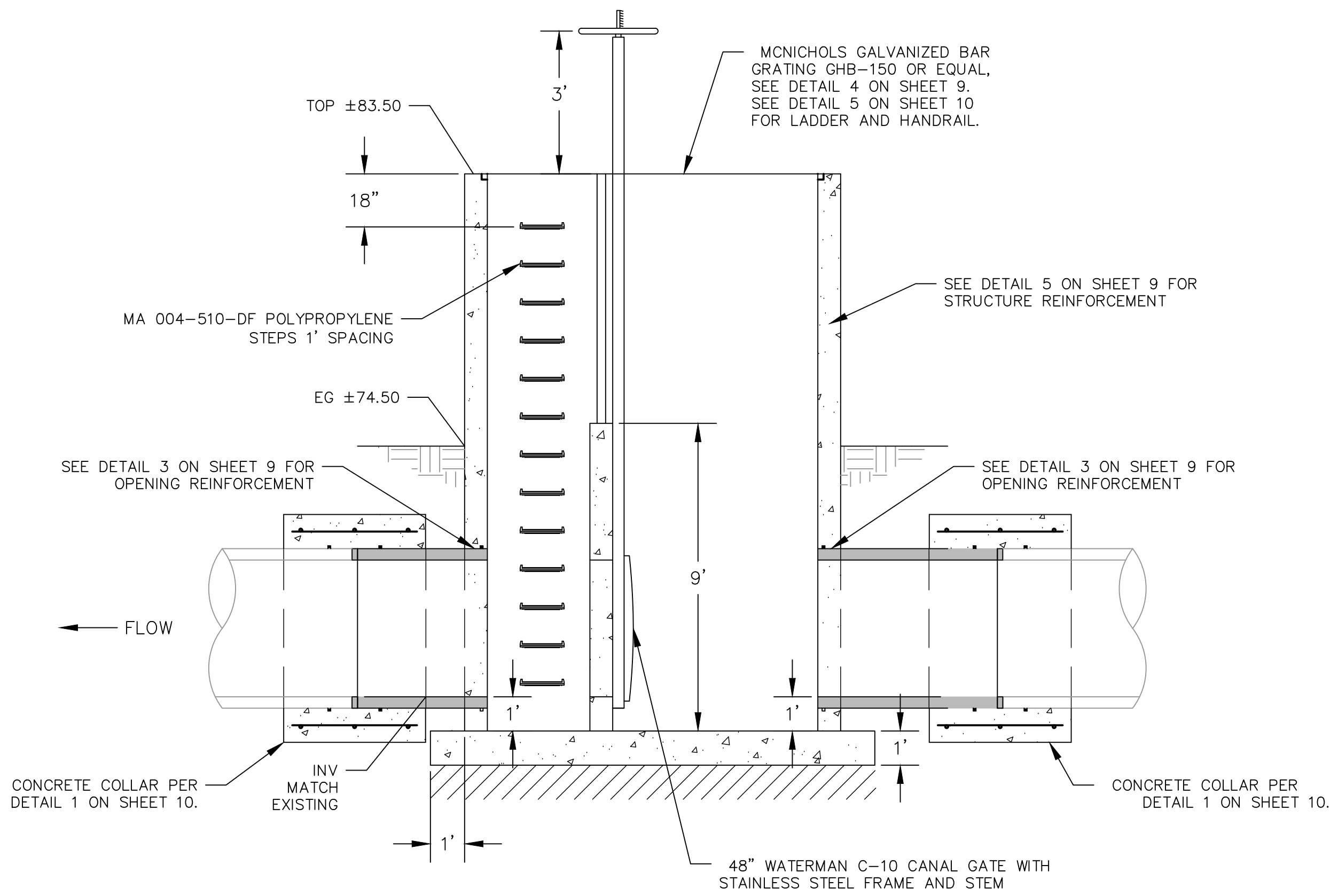
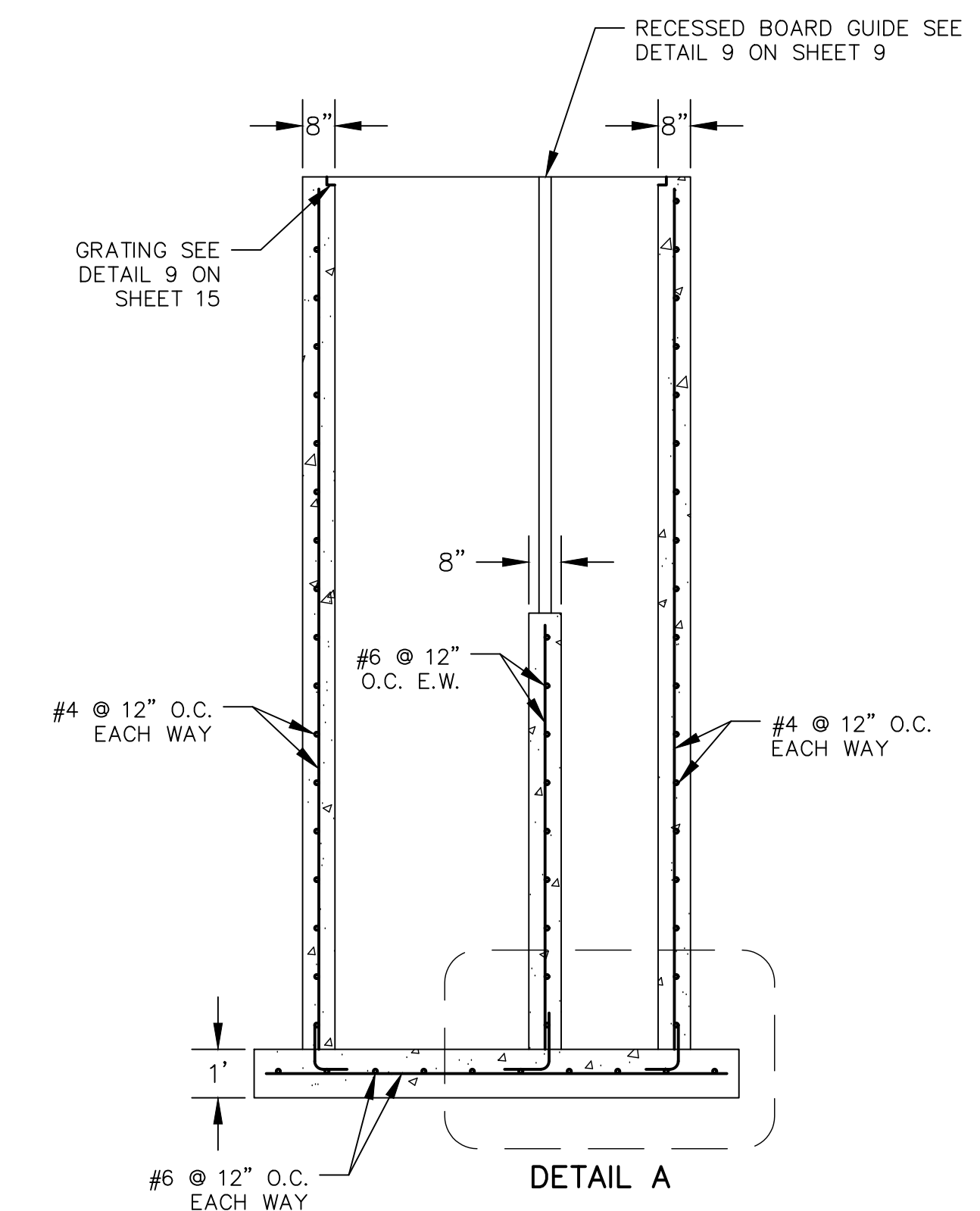
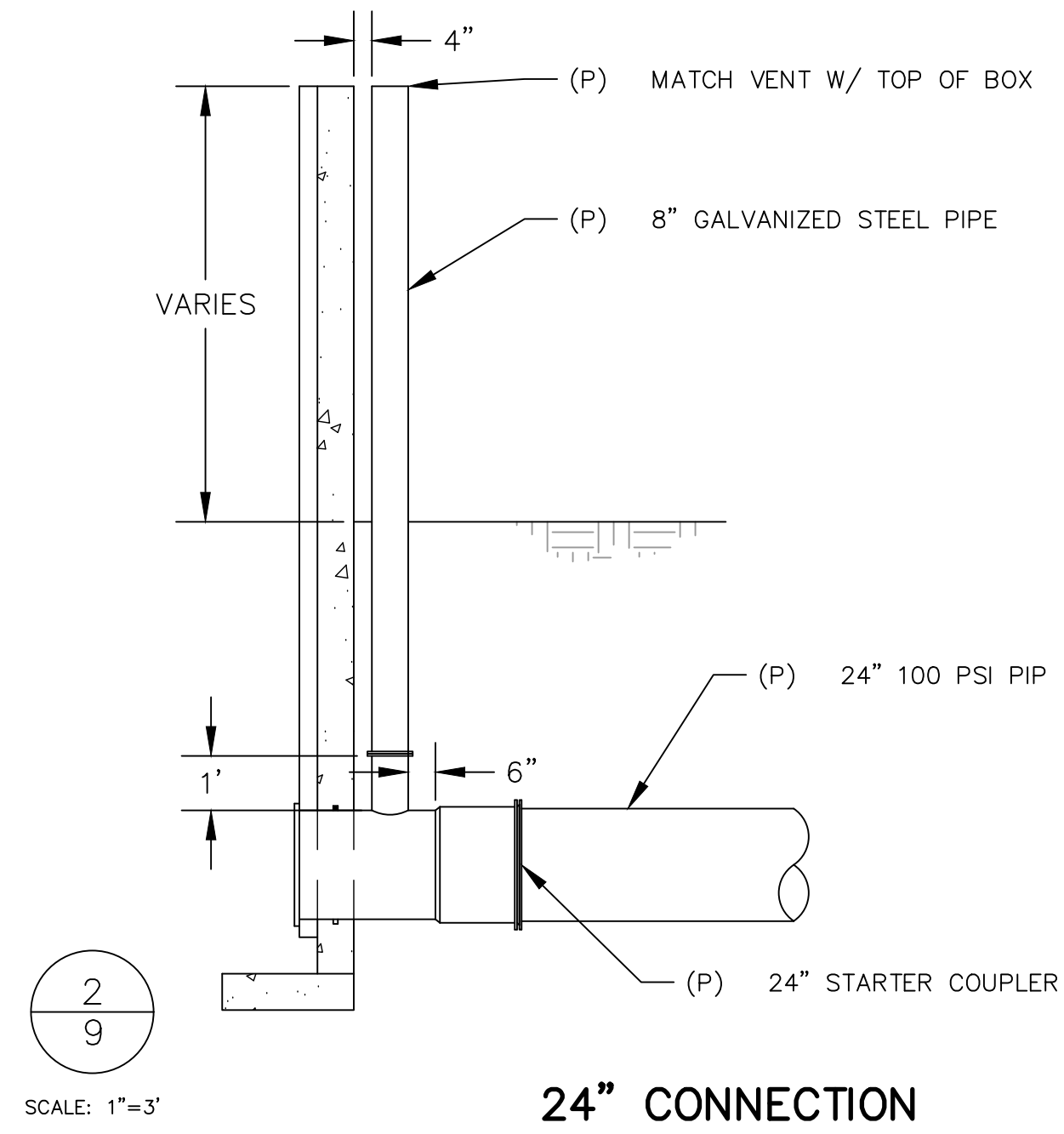
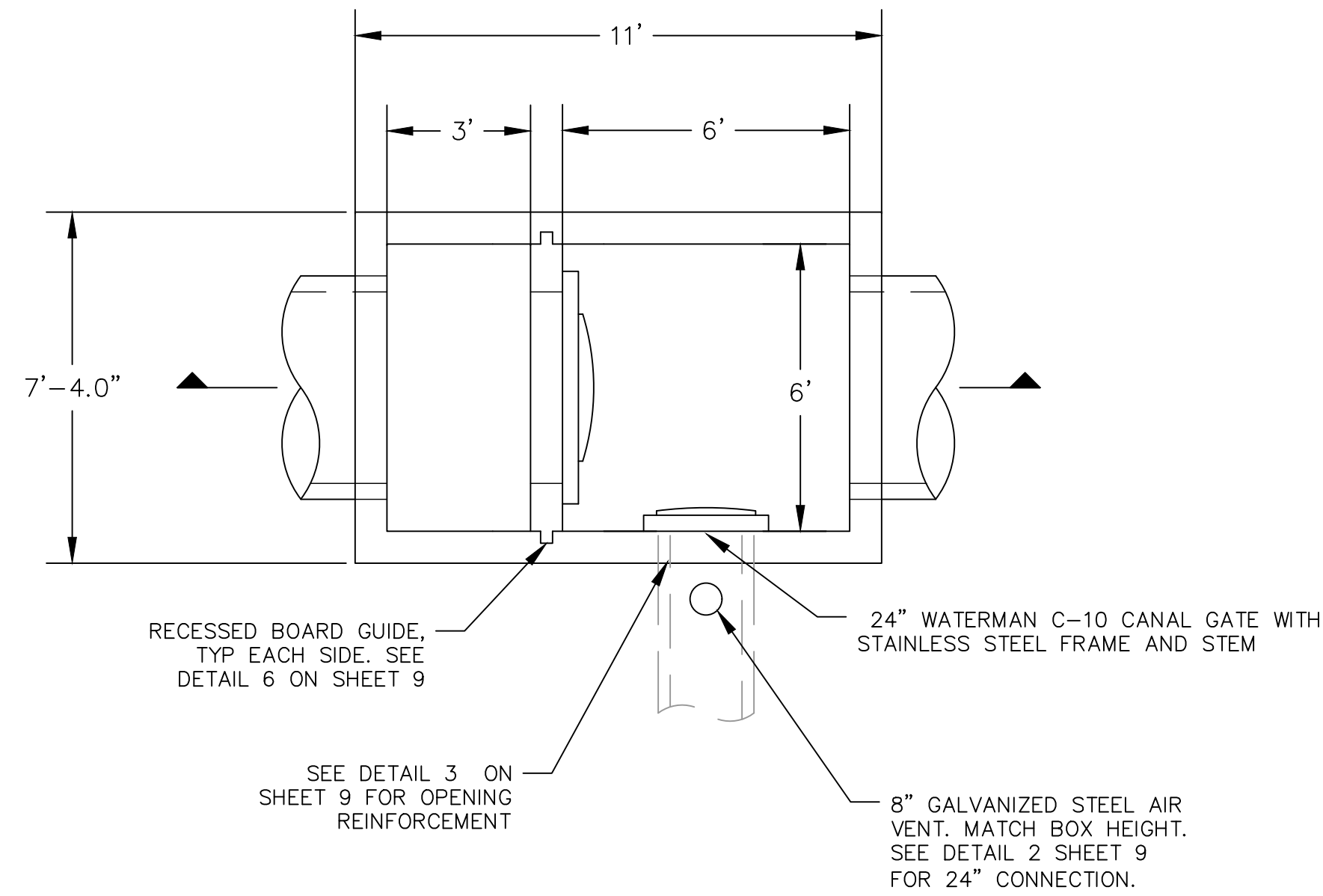
5/8

SCALE: 1"=3'

PIPE COVER

2/8

SCALE: 1"=3'



DATE SIGNED: _____
BID SET - NOT FOR CONSTRUCTION
05/08/2026

NO.	REVISION	DATE



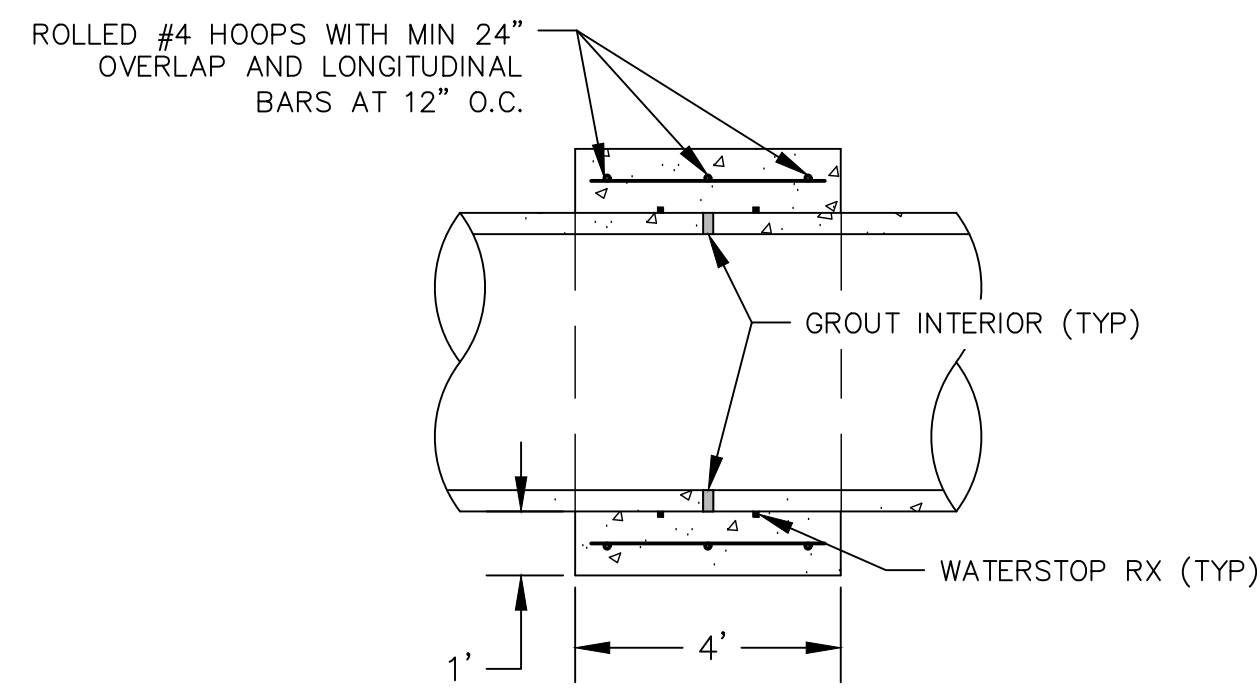
Know what's below.
Call before you dig.

CONSTRUCTION PLANS
STRUCTURAL DETAILS

LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

PROJECT:	---
DRAWN BY:	GJ/DD
CHECKED BY:	DD
DATE:	05/08/2026

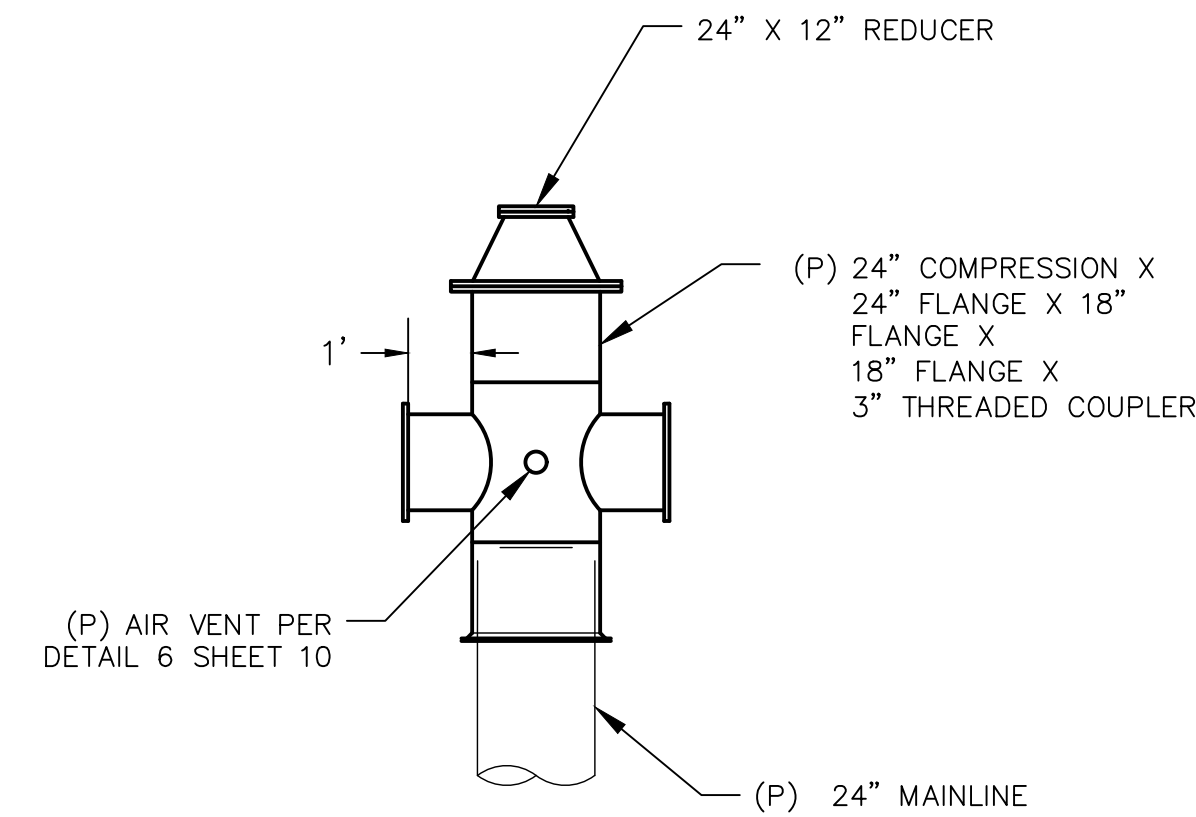
SHEET
9 OF **10**



1
10

SCALE: 1"=3'

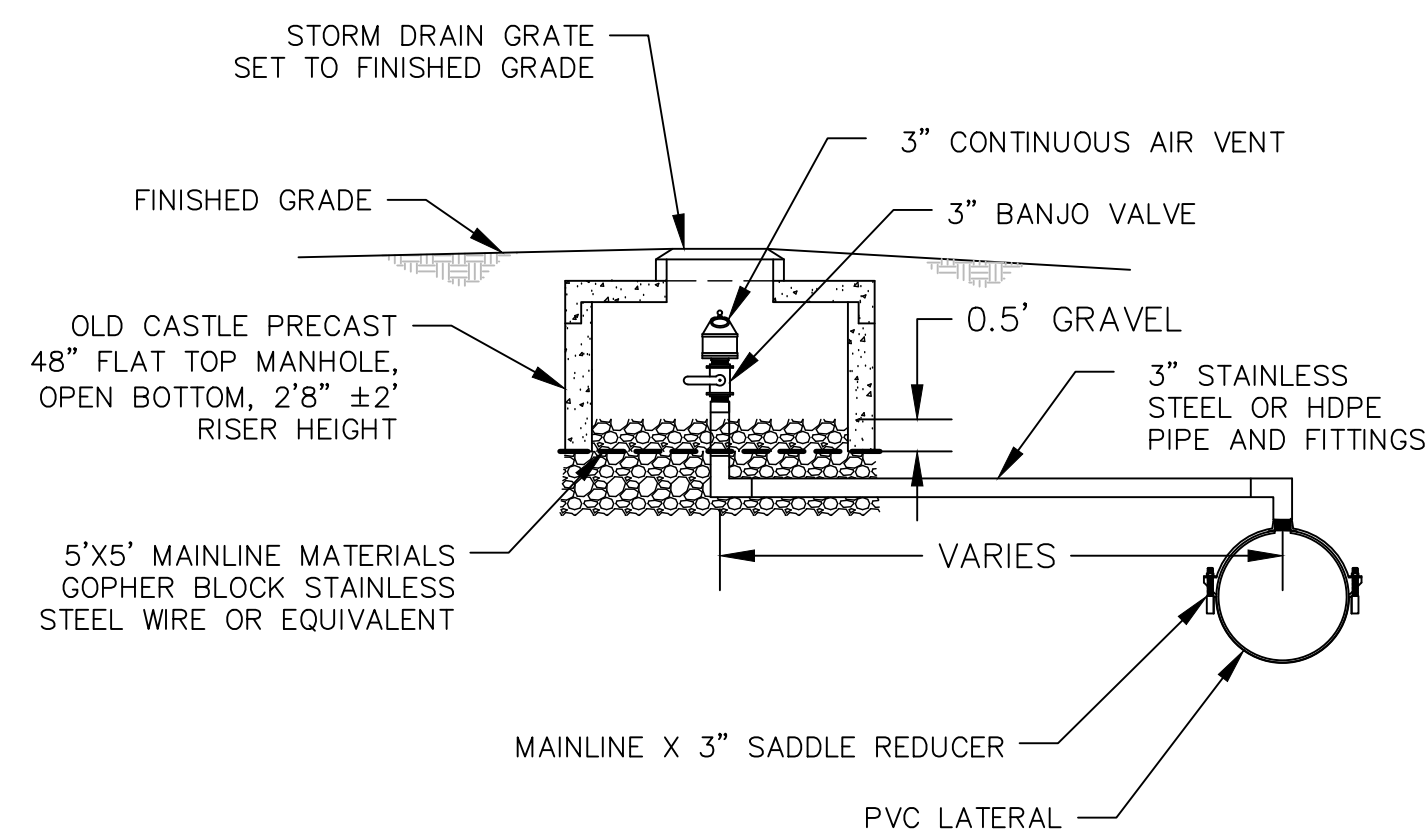
PIPE COLLAR



2
10

SCALE: 1"=3'

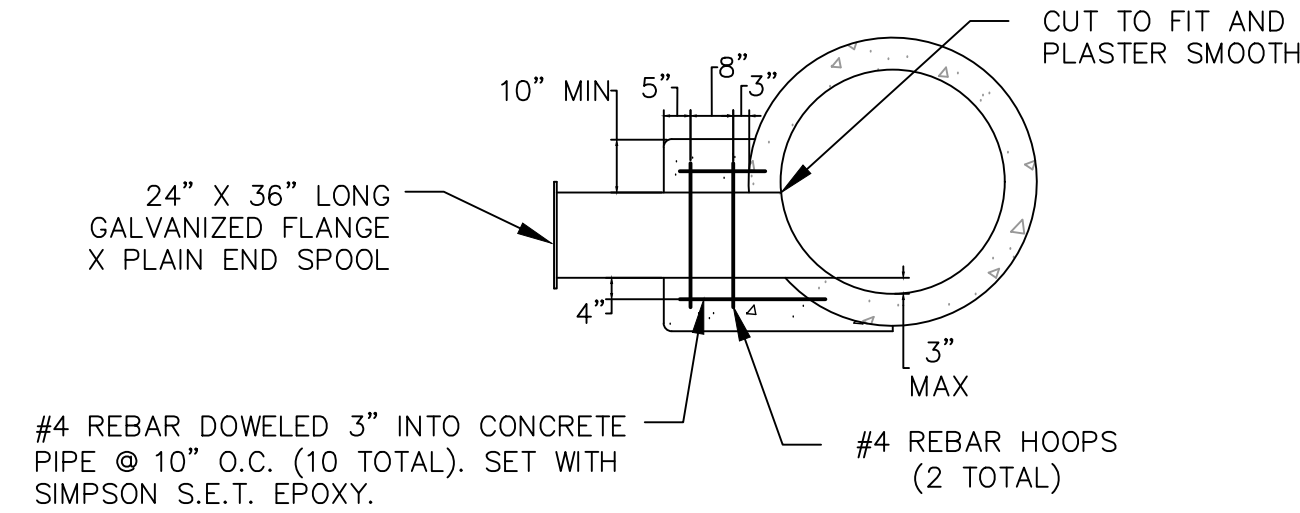
LATERAL CROSS



6
10

SCALE: 1"=3'

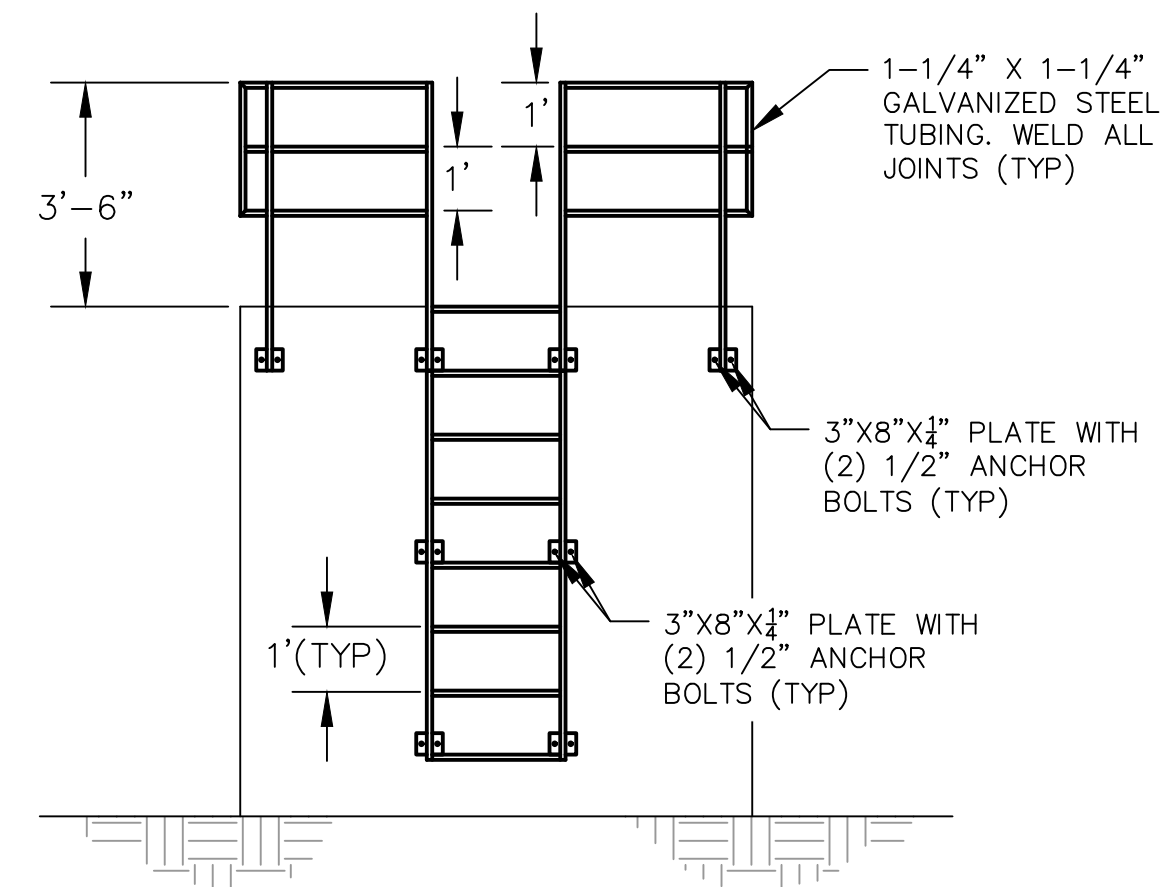
OFFSET AIR VENT



3
10

SCALE: 1"=1'

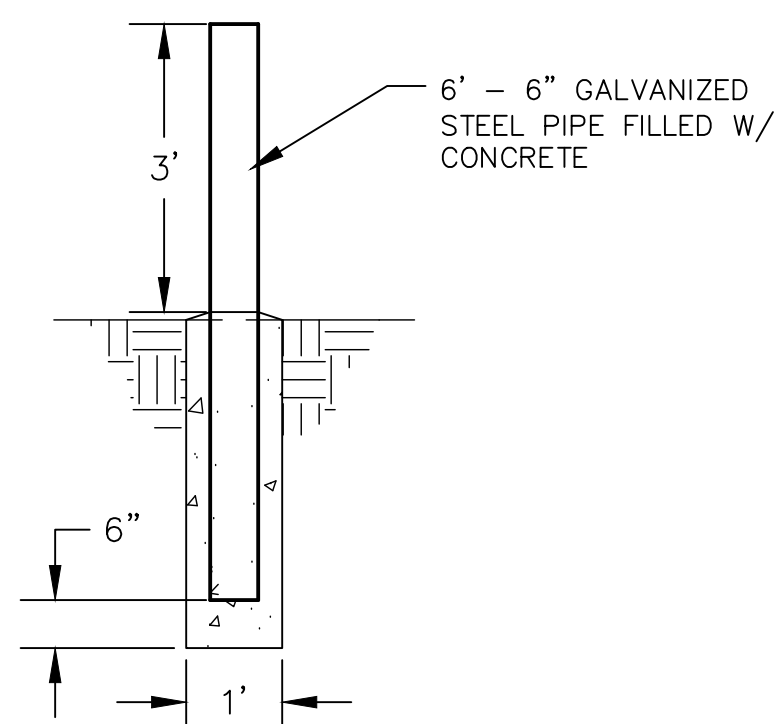
MAINLINE CONNECTION



5
10

SCALE: 1"=3'

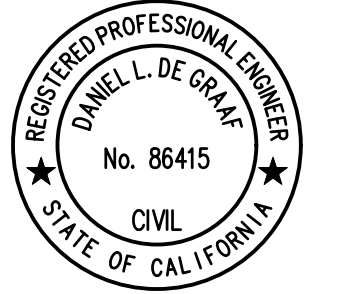
LADDER DETAIL



4
10

SCALE: 1"=2'

BOLLARD



DATE SIGNED: ----

BID SET - NOT FOR CONSTRUCTION
05/08/2026

NO.	REVISION	DATE



Know what's below.
Call before you dig.

CONSTRUCTION PLANS
MISCELLANEOUS DETAILS

LOCUST TREE BASIN
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY

PROJECT: ----
DRAWN BY: GJ/DD
CHECKED BY: DD
DATE: 05/08/2026

SHEET
10 OF 10

**Resolution 2026-
of the Board of Directors of the**

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
Authorizing Execution of Delivery of Contract with ----- in the Amount of \$-----
for South System Locust Tree Basin Construction**

WHEREAS, North San Joaquin Water Conservation District solicited proposals for construction of the South System Locust Tree Basin in May of 2026.

WHEREAS, the bid request included construction of groundwater recharge basins and an open conveyance ditch on three adjacent parcels, in phases.

WHEREAS, the District received 2 proposals for evaluation and has selected the proposal from _____ as the proposal that is the best value to the District at a cost of \$ _____ for the Project.

WHEREAS, the purpose of the project is to achieve groundwater recharge for the benefit of all groundwater users in the District.

WHEREAS, the project involves minor alterations to land that has historically been significantly altered and farmed and does not include any waterways or special status species habitat.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board finds that the project is exempt from review under the California Environmental Quality Act (CEQA) and directs staff to file a Notice of Exemption because of common sense, because the project involves replacement or reconstruction of water conveyance facilities within the same site for substantially the same purpose and because the project involves minor alterations to land with no waterways or natural habitats.
2. The Board President is authorized to execute and deliver to _____ a contract for the Project, in the amount of \$ _____ subject to the change orders directed by the Board on the District's standard long-form construction contract as approved by legal counsel.
3. The District designates the General Manager as the Contracting Officer/Project Manager for the Project. The Contracting Officer/Project Manager may approve change orders of \$25,000 or less and the President of the Board and the Contracting Officer/Project Manager may approve change orders of \$50,000 or less. Cumulative change orders exceeding \$100,000 require subsequent board approval.
4. The Contracting Officer/Project Manager shall issue a Notice to Proceed and meet with the contractor to define a construction schedule to be presented to the Board at the next regular board meeting.
5. The project shall be paid for with funds from the collection of the District's groundwater charge and any available grant funding.

ADOPTED: June 1, 2026 upon motion of _____, seconded by Director _____ and passed by the following vote:

AYES: ____ NOES: ____ ABSENT: ____ ABSTAINS: ____

CERTIFICATE OF SECRETARY

I do hereby certify that I am the Secretary of the North San Joaquin Water Conservation District, a water conservation district organized and existing under the laws of the State of California, and that the foregoing Resolution was duly adopted by the Board of Directors of said District at a meeting thereof duly and regularly held at Grape Festival Barrel Room, Lodi, California on the 1st day of June 2026, at which meeting a quorum of said Board of Directors was at all times present and acting, and that said Resolution has not been rescinded or amended in whole or any part thereof, and remains in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the North San Joaquin Water Conservation District this 1st day of June 2026.

Brady Colburn, Secretary
North San Joaquin Water Conservation District