

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 - David Simpson
Treasurer - Charles Starr II
Director – Brady Colburn

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

**Monday, July 29, 2024
2:00 p.m.
Lodi Grape Festival Grounds- Barrel Room
413 E. Lockeford St, Lodi CA 95240**

The agenda and all noted documentation may be viewed and downloaded at www.nsigroundwater.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 agendaize 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. CONSENT CALENDAR

- 1. Approval of the Minutes for the Regular Scheduled Board Meeting on June 24, 2024 (*attachment 1*). *pages 4-7*

B. FINANCIAL

- 1. Receive and Approve July 2024 NSJWCD Monthly Treasurer’s Report and Summary of Accounts and Transfers (*attachment 2*) *pages 8-10*
- 2. Approve Payment of Bills (*attachment 3*) *pages 11, 12*
- 3. Provide Staff Direction on whether to draw from the Farmers & Merchants Line of Credit or County Dry Period Financing
- 4. Adopt **Resolution 2024-08** Adopting 2024/25 Government Spending Limit Calculation. (*attachment 4*) *page 13*

5. Update on Groundwater Appeals Processing and Roll.
6. Authorize Steve Schwabauer, Jennifer Spaletta Shasta Burns and Susan Kettlewell to be added as Official District Contacts on the Department of Industrial Relations website. (Minute Order no staff report or resolution)

C. CONTRACTS

1. **Resolution 2024-09** - Adopt Notice of Exemption/Mitigated Negative Declaration for Borra Project and discuss non riparian diversion program (attachment 5) pages 14-38
2. Authorize General Manager to execute engagement letter with Butterfield and Co. for accounting services (attachment 6) pages 39-43
3. Authorize General Manager to execute Amendment No. 1 to the Agreement for Special Services with Granberg & Associates, Inc, (attachment 7) pages 44-53
4. Status Report to Board regarding contract with Streamline for Website Compliance
5. Authorize Budget adjustment for Hydrofocus to analyze groundwater model numbers for the District.

CI. SYSTEM AND PROJECTS

1. Engineer's Report and Operations Plan
2. North System
 - i. Further Discussion on Extension of North System Pipeline
3. South System
 - i. South System Phase II Update and update on repairs to South System Pipeline on Tretheway Road
4. Cal-Fed/Woodbridge
5. Tracy Lake ID

CII. Non-Riparian Landowners for river water

CIII. Grant Activity

1. Consero report (attachment 8) pages 54-56

CIV. Strategic Plan Activity

CV. Groundwater Charge

CVI. Sustainable Groundwater Management Act/ GWA Activity

CVII. SJC Mokelumne River Application Update

CVIII. Bay Delta Flow Program Update/Voluntary Agreements

CIX. Landowner communications

CX. Board Planning Calendar

4. Director and Staff Reports

- A. Directors Reports
- B. Committee Reports
- C. Other

5. 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.

6. 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) 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– North System Easements and Leases – Negotiators are General Counsel Jennifer Spaletta and General Manager Steve Schwabauer

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.

7. Motion to Adjourn

Next Regular Meeting August 26, 2024 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

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
REGULAR MEETING AND CONCURRENT SPECIAL MEETING
OF THE BOARD OF DIRECTORS

Lodi Grape Festival Grounds – Barrel Room
413 E. Lockeford Street, Lodi, CA

Monday, June 24, 2024

REGULAR MEETING & PUBLIC HEARING

- 1. Call to Order - Roll Call - Acceptance of Agenda** - The meeting was called to order by President Valente at 2:00 p.m. A motion for the acceptance of the Agenda as explained, made by Secretary Simpson, second by Vice President Colombini. Motion passed unanimously 5/0/0.

President Joe Valente - Area 3
Vice President Jason Colombini - Area 2
Secretary David Simpson – Area 1
Treasurer Charles Starr – Area 4
Director Brady Colburn – Area 5

General Counsel Jennifer Spaletta
Special Counsel Roger Masuda - Absent
Daniel deGraaf – District Engineer
Deputy Secretary – Shasta Burns
General Manager – Steve Schwabauer

- 2. Approve 2024 Director Elections Procedure and Resolution 2024-06-** A motion to approve 2024 Director Elections Procedure and **Resolution 2024-06** by Secretary Simpson, second by Director Colburn. Roll call vote: Simpson; Aye, Colburn; Aye, Starr; Aye, Colombini; Aye, Valente; Aye. Motion passed 5/0/0
- 3. Public Hearing – Consider Resolution 2024-7 Imposing Groundwater Charge to Fund Sustainable Groundwater Management Act Implementation for Fiscal Year 2024-25-** A motion to approve Resolution 2024-7 Imposing Groundwater Charge to Fund Sustainable Groundwater Management Act Implementation for Fiscal Year 2024-25 with the correction from Jay to Jason Colombini, made by Secretary Simpson, second by Director Colburn. Roll call vote: Simpson; Aye, Colburn; Aye, Starr; Aye, Colombini; Aye, Valente; Aye. Motion passed 5/0/0

1. Open Public Hearing – President Valente opened the Public Hearing at 2:05 PM.

2. The Board of Directors received Public Comments from 2:06 PM – 2:22 PM

3. Close Public Hearing – President Valente closed the Public Hearing at 2:30 PM and continued with agenda items. A motion to close the public hearing and continue with remaining action items on the meeting agenda made by, Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0

4. Consider Adopting Resolution- A motion to approve **Resolution 2024-07-** Imposing a Groundwater Charge to fund Sustainable Groundwater Management Act Implementation for Fiscal Year 2024-25 to a charge increasing the charge \$5.00 per acft, for a total of \$20.00 per ac/ft as presented in the board meeting packet, made

by Treasurer Starr, second by Director Colburn. Roll call vote: Simpson; No, Colburn; Aye, Starr; Aye, Colombini; Aye, Valente; Aye. Motion passed 4/1/0

4. Correspondence/Announcements – Nothing at this time.

5. Action Items Note: Votes recorded as: For/Against/Abstention (name)

A. CONSENT CALENDAR

1. Approval of the Minutes of the Regular Scheduled Board meeting on May 20, 2024. A motion to approve the Minutes for the meeting of the Regular Scheduled Board Meeting on May 20, 2024, made by Director Colburn, second by Treasurer Starr. Motion passed 5/0/0.

B. FINANCIAL MATTERS

1. Receive and approve June 2024 NSJWCD Monthly Treasurer's Report and Summary of Accounts and Transfers presented to the board. Perla from Butterfield + Company prepared financial statements for Board action. A motion to approve June 2024 NSJWCD Monthly Treasurer's Report, made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0.

2. Approve Payment of Bills. A motion to approve payment of bills recommendation listed in the Board meeting packet, made by Treasurer Starr, second by Vice President Colombini. Motion passed 5/0/0.

3. Award a Phase 1 Progressive Design-Build Agreement with Garney Pacific, Inc of Tracy, or direct District Engineer to Design the North Pump Station Improvements Project – Bob Granberg and General Manager Schwabauer reviewed the Progressive Design-Build qualifications and option to direct District Engineer to Design the North Pump Station. Board discussion and public comments were received. A motion to direct District Engineer to Design the North Pump Station Improvements Project made by Vice President Colombini, second by Secretary Simpson. Motion passed 5/0/0

4. Consider Professional Services for Granberg and Associates – A motion to approve continuing authority to pay Granberg and Associates for continuing appropriation for services for next month for staff to bring back revised scope of work to the next scheduled board meeting made by Secretary Simpson, second by Treasurer Starr. Motion passed 5/0/0.

5. Consider Amended Scope of Work for District/Engineer Manager for deGraaf Engineering – General Manager Schwabauer reviewed deGraaf Engineering scope of work for FY2024-25 Scope of Services to Provide Engineering and Project Management Services and listed in the staff report from General Manager Schwabauer not to exceed \$770,000.00 made by Vice President Colombini, second by Secretary Simpson. Motion passed 5/0/0.

6. Adopt 2024-25 Budget – General Manager Schwabauer reviewed staff report presented in the board meeting packet. Board Discussion and public comments

were received. A motion to approve draft 2024-25 Budget and to have General Manager Schwabauer bring back amended budget to include new FY2024-25 Groundwater charge increase voted on earlier in the meeting, made by Secretary Simpson, second by Vice President Colombini. Motion passed 5/0/0.

C. System and Projects

1. Engineer's Report and Operations Plan. District Engineer deGraaf gave an overview of where the district stands on each project. Report was presented at the start of the Board meeting and is available upon request.

2. North System-

i. Consider Change Order to Arnaudo Construction North System Phase 1B to extend to North System pipeline part/all the way to Bruella Road- General Manager Schwabauer and District Engineer deGraaf reviewed NS Phase 1B to extend pipeline details. A motion to CCTV the pipeline and bring back to the board for discussion and possible action at the July board meeting, also an amount not to exceed \$25,000, made by Treasurer Starr, second by Vice President Colombini. Motion passed 5/0/0.

ii. Consider Contract with ISI and Pacific Southwest Irrigation to purchase twin temporary north pump station skid pump with proceeds of FDRE grant- Informational item only. Will bring back to the July board meeting.

3. South System –

i. Award Contract for South System Phase 3 Construction – General Manager Schwabauer reviewed the project details. A motion to award contract to preferred contract for Element 2 of the South System Improvements – Phase III Project to the lowest bid, Teichert Construction, made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0.

4. Tracy Lake ID- no update at this time. As lake level drops and flows are available in the river, the district will continue to operate.

D. Grant Activity

1. Consero Report – Information was provided on the staff report included in the agenda. General Manager Schwabauer reviewed WaterSMART Drought Response Grant Debrief Meeting held on May 30, 2024.

E. Strategic Plan Activity – No update at this time.

F. Groundwater Charge – Working on appeals

G. Sustainable Groundwater Management Act/GWA Activity – Stakeholder meeting will be held this week on Wednesday, June 26, 2024.

H. SJC Mokelumne River Application Update – No update at this time.

I. Bay Delta Flow Program Update/Voluntary Agreements – No update at this time.

J. Landowner Communications – No update at this time.

K. Board Planning Calendar – No update was provided.

6. Director and Staff Reports

A. Director’s Report – No report at this time.

B. Committee Reports – No reports at this time.

C. Other – No reports at this time.

7. Public Comment – Woodbridge Irrigation District introduced new superintendent.

8. Closed Session – The Board entered closed session at 4:33 p.m. and came out of closed session at 4:50 p.m. **Return to Open Session** – President Valente returned the meeting to open session and announced there was no further reportable action.

9. Adjournment - Motion to adjourn the NSJWCD Regular Meeting on June 24, 2024 made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0. Meeting adjourned at 4:51 p.m.

The next regular scheduled Board Meeting July 29, 2024, from 2:00 p.m. - 4:00 p.m.

The above minutes of the North San Joaquin Water Conservation District Board of Directors Meeting of July 29, 2024,

Respectfully submitted:

Deputy Secretary- Shasta Burns

**North San Joaquin Water Conservation District
Treasurer's Report
July 2024 – Monthly Summary of Accounts
As of July 29, 2024**

The chart below is a summary of account information including account balances and transactions since the last scheduled Board meeting (June 2024). The attached reports are prepared by Butterfield + Co., CPAs, Inc. for the month of July 2024. Additional attachments that follow include accounts payable, recommendations for bill payments and transfers as noted herein.

NSJWCD Accounts Summary - June 24, 2024	Beg Balance as of 6/24/24 with approved transfers	Transfer authorized after last meeting	Payments after last meeting	Void Checks (See Note #1)	Revenue Received after last meeting	Current Balance July 25, 2024	Proposed bills to be paid today	Proposed Transfers (See Note #2)	Ending balance July 29, 2024
F&M Checking	102,284.29	(2,000.00)	(39,764.93)	2,000.00	128,325.66	190,845.02	(531,152.46)	461,684.35	121,376.91
County GW Fund	11,684.35	-	-		-	11,684.35	-	(261,684.35)	(250,000.00)
County Account Fund	208,685.28		-		-	208,685.28	-	(200,000.00)	8,685.28
ID#3	107,359.68		(10,765.60)		25.67	96,619.75	-		96,619.75
Tracy Lake O&M	1,316.73	2,000.00	(1,480.53)		-	1,836.20	-		1,836.20
Totals	\$ 431,330.33	\$ -	\$ (52,011.06)	\$ 2,000.00	\$ 128,351.33	\$ 509,670.60	\$ (531,152.46)	\$ -	\$ (21,481.86)



	Payments after last meeting	Revenue Received after last meeting	Classes	Proposed bills to be paid today
Amazon	(35.53)	SGMA Grant	Dream Project	-
AT&T	(400.14)	Interest ID#3	General Exp	(24,095.18)
Dropbox	(11.99)		GW Management	(24,529.56)
Microsoft	(96.00)		N. System Phase 1	(11,211.43)
Payroll	(20,672.32)		North System Phase 1b	(306,147.60)
PG&E	(17,160.89)		Operations Fund	(3,035.57)
State Compensation	(1,356.08)		Pixley Lateral	-
Zoom	(31.98)		Handel Lateral	(327.17)
			Planning Fund	(2,267.35)
			South System 1	(8,038.84)
F&M Interest	(10,765.60)		South System 2	(142,655.59)
			South System 3	(8,610.17)
Bank Charges TLID	(32.00)		TLID #1	(234.00)
PGE TLID	(1,448.53)			-
				-
				-
Total	\$ (52,011.06)	Total	Total	\$ (531,152.46)

1. **SEE ATTACHMENT 1 - ACCOUNTS PAYABLE REPORT.**

2. **CURRENT PAYMENT RECOMMENDATIONS - SEE TABLE BELOW:**

ABS Direct Inc.	\$ 1,232.67	Newsletter		
Arnaudo Construction	306,147.60	Pipeline		
Butterfield & Co	1,614.00	May Invoice		
Coloring Book	641.38	Meeting Supplies		
Consero Solutions	3,390.00	June Services		
deGraaf Engineering	33,730.08	June Services		
duncan press	1,729.84	Newsletter		
Grandberg & Associates	1,995.00	June Services		
Hydrofocus	9,420.82	June Services		
Joe Peterson	600.00	June & July Rent		
Pacific Southwest Irrigation	2,805.00	Pipeline Repair		
RGMK	650.00	June Services		
Richard Rodriguez Farms	431.25	July Invoice		
Shasta Burns	3,611.89	July Invoice		
SIEGFRIED	11,625.00	June Services		
Sierra Controls, LLC	139,200.59	July Invoice		
Spaletta Law PC	1,400.00	June & July Rent		
Stoel Rives, LLP	8,442.44	June Services		
Underground Service Alert	747.55	Dues		
Wagner & Bonsignore	1,737.35	June Services		
Total payments recommended	\$ 531,152.46			

3. **REMAINING ACCOUNTS PAYABLE – \$217,147.14**

- a. \$217,147.14 - Retention due to Arnaudo Construction, Inc.

4. WARRANTS PAYABLE

- a. \$499,988.17 – F&M Bank

5. ACCOUNTS RECEIVABLE – \$1,369,825.79

- a. \$ 750.00 – Adam P. Mettler – Annual Assessments.
- b. \$ 924,948.59 - DWR – Prop 1.
- c. \$ 101,469.53 – San Joaquin County – Project 4 North System Improvement Component Phase 1 Period 10/01-12/31/23 – Reimbursements.
- d. \$ 242,657.67 - EBMUD

Note

1) Voided checks were as follows:

- #10205 for \$ 500 paid to Kimberly Ann Mettler for easements.
- #10206 for \$ 500 paid to Kelli Juanita Mettler for easements.
- #10333 for \$1,000 paid to Kathleen V. Mettler & Jorja Lerner for easements.

2) The overdraft in the GW Charge Fund is “Dry Period Financing” and the County will be repaid with interest (est. 4.1%) when the GW charges are received in January 2025.

North San Joaquin Water Conservation District
Unpaid Bills by Vendor

All Transactions

Type	Date	Num	Source Name	Memo	Account	Class	Open Balance
ABS Direct Inc							
Bill	07/15/2024	136367	ABS Direct Inc	Newsletter	6175 - Public Outreach	-G&A	1,232.67
Total ABS Direct Inc							1,232.67
Arnaudo Construction, Inc.							
Bill	05/31/2023	RET- SS II App No. 1	Arnaudo Construct...	Progress Billing - (Retainage \$31,885.50)	6115.5 - Pipeline	Capital Outlay:South System Phase 2	31,300.50
Bill	05/31/2023	RET- SS II App No. 1	Arnaudo Construct...	Handel Lateral Junction Box	6115.5 - Pipeline	Capital Outlay:South System Phase 2	585.00
Bill	12/26/2023	RET-SS II- App No. 4	Arnaudo Construct...	48" RCP - (Retainage \$32,568.24)	6115.5 - Pipeline	Capital Outlay:South System Phase 2	30,603.00
Bill	12/26/2023	RET-SS II- App No. 4	Arnaudo Construct...	Miller Recharge Project	6205 - Repairs & Maintenance	-Groundwater Management	654.24
Bill	12/26/2023	RET-SS II- App No. 4	Arnaudo Construct...	Cleaning SS pump	6205 - Repairs & Maintenance	.Operations Fund:South System O&M	1,311.00
Bill	01/19/2024	RET NS 1B - App No.1	Arnaudo Construct...	42" Pipe - (Retainage \$10,550)	6115.5 - Pipeline	Capital Outlay:North System Phase 1	10,550.00
Bill	02/09/2024	RET NS 1B- App No. 2	Arnaudo Construct...	42" Pipe - (Retainage \$59,080)	6115.5 - Pipeline	Capital Outlay:North System Phase 1B	59,080.00
Bill	03/31/2024	RET NS 1B- App No. 3	Arnaudo Construct...	Pipe related work. (Retainage \$8,130)	6115.5 - Pipeline	Capital Outlay:North System Phase 1B	8,130.00
Bill	04/30/2024	RET SS II - App No.6	Arnaudo Construct...	SS Phase II - (Retainage \$4,842)	6115.5 - Pipeline	Capital Outlay:South System Phase 2	4,642.00
Bill	04/30/2024	RET NS 1B-App No. 4	Arnaudo Construct...	NS Phase 1b - (Retainage \$9,335)	6115.5 - Pipeline	Capital Outlay:North System Phase 1B	9,335.00
Bill	05/18/2024	Ret NS 1B - App No 5	Arnaudo Construct...	NS Phase 1b - (Retainage \$26,740)	6115.5 - Pipeline	Capital Outlay:North System Phase 1B	26,740.00
Bill	06/25/2024	App #6	Arnaudo Construct...	NS Phase 1b - (Retainage \$34,016.40)	6115.5 - Pipeline	Capital Outlay:North System Phase 1B	340,164.00
Total Arnaudo Construction, Inc							523,294.74
Butterfield & Co.							
Bill	06/30/2024	106635	Butterfield & Co.	Accounting	6180.1 - Accounting	-G&A	1,614.00
Total Butterfield & Co							1,614.00
Coloring Book							
Bill	06/21/2024	29321	Coloring Book	Board Mtg	6145 - Meeting Supplies	-G&A	641.38
Total Coloring Book							641.38
Consero Solutions							
Bill	06/30/2024	2023	Consero Solutions	Grant Funding Development	6180.3 - Consulting	-Planning Fund	530.00
Bill	06/30/2024	2023	Consero Solutions	Other Duties	6180.3 - Consulting	-G&A	495.00
Bill	06/30/2024	2023	Consero Solutions	Community Engagement	6180.3 - Consulting	-G&A	2,365.00
Total Consero Solutions							3,390.00
de Graaf Engineering, Inc.							
Bill	06/30/2024	1216	de Graaf Engineeri...	General	6180.4 - Engineering Expense	-G&A	4,332.25
Bill	06/30/2024	1216	de Graaf Engineeri...	SS Handel Lateral	6180.4 - Engineering Expense	Capital Outlay:Handel Lateral	327.17
Bill	06/30/2024	1216	de Graaf Engineeri...	SS III	6180.4 - Engineering Expense	Capital Outlay:South System Phase 3	8,610.17
Bill	06/30/2024	1216	de Graaf Engineeri...	NS	6180.4 - Engineering Expense	Capital Outlay:North System Phase 1	9,801.33
Bill	06/30/2024	1216	de Graaf Engineeri...	CalFed	6180.4 - Engineering Expense	.Operations Fund:Woodbridge/Cal-Fed O...	2,604.32
Bill	06/30/2024	1216	de Graaf Engineeri...	SS	6180.4 - Engineering Expense	Capital Outlay:South System Phase 1	7,820.84
Bill	06/30/2024	1216	de Graaf Engineeri...	TL	6180.4 - Engineering Expense	TLID #1	234.00
Total de Graaf Engineering, Inc							33,730.08
duncan press							
Bill	07/11/2024	38168	duncan press	Newsletter	6175 - Public Outreach	-G&A	1,729.84
Total duncan press							1,729.84
Granberg & Associates							
Bill	06/30/2024	23	Granberg & Associ...	General	6180.7 - Project Management	-G&A	1,140.00
Bill	06/30/2024	23	Granberg & Associ...	SS Phase II	6180.7 - Project Management	-Groundwater Management	142.50
Bill	06/30/2024	23	Granberg & Associ...	North System	6180.7 - Project Management	Capital Outlay:North System Phase 1	712.50
Total Granberg & Associales							1,995.00
HydroFocus, Inc							
Bill	06/30/2024	5658-23	HydroFocus, Inc	Hydrologist	6180.5 - Hydrologist	-Groundwater Management	9,420.82
Total HydroFocus, Inc							9,420.82
Joe Peterson							
Bill	06/30/2024	June Rent	Joe Peterson	June Rent	6142 - Lease Expense	-G&A	300.00
Bill	07/16/2024	July Rent	Joe Peterson	July Rent	6142 - Lease Expense	-G&A	300.00

**North San Joaquin Water Conservation District
Unpaid Bills by Vendor**

Accrual Basis

All Transactions

Type	Date	Num	Source Name	Memo	Account	Class	Open Balance
Total Joe Peterson							600.00
Pacific Southwest Irrigation							
Bill	06/30/2024	280948	Pacific Southwest Irr...	Repair 6" Pipe Line	6115.5 - Pipeline	Capital Outlay:South System Phase 2	2,805.00
Total Pacific Southwest Irrigation							2,805.00
RGMK							
Bill	06/30/2024	149678	RGMK	Prof Services	6180.12 - Labor Compliance Consultant	Capital Outlay:South System Phase 2	650.00
Total RGMK							650.00
Richard Rodriguez Farms							
Bill	06/30/2024	0910	Richard Rodriguez...	Tecklenburg Project Labor Hours	6205 - Repairs & Maintenance	Operations Fund:Recharge Project O&M	300.00
Bill	07/09/2024	0910	Richard Rodriguez...	Tecklenburg Project Labor Hours	6205 - Repairs & Maintenance	Operations Fund:Recharge Project O&M	131.25
Total Richard Rodriguez Farms							431.25
Shasta Burns							
Bill	06/30/2024	216	Shasta Burns	June Services	6180.8 - Board Clerk	-G&A	1,662.50
Bill	06/30/2024	216 Mileage	Shasta Burns	June Services	6180.8 - Board Clerk	-G&A	143.45
Bill	07/16/2024	216	Shasta Burns	July Invoice	6180.8 - Board Clerk	-G&A	1,662.50
Bill	07/16/2024	216 Mileage	Shasta Burns	July Invoice	6180.8 - Board Clerk	-G&A	143.44
Total Shasta Burns							3,611.89
SIEGFRIED							
Bill	06/30/2024	48053	SIEGFRIED	Engineering	6180.4 - Engineering Expense	-Groundwater Management	11,625.00
Total SIEGFRIED							11,625.00
Sierra Controls, LLC							
Bill	06/30/2024	125163	Sierra Controls, LLC	Pixley Pump	6115.1 - Automation/SCADA	Capital Outlay:South System Phase 2	2,475.68
Bill	06/30/2024	125163	Sierra Controls, LLC	Handel Lateral	6115.1 - Automation/SCADA	Capital Outlay:South System Phase 2	7,987.34
Bill	06/30/2024	125163	Sierra Controls, LLC	P. Services	6115.1 - Automation/SCADA	Capital Outlay:South System Phase 2	1,092.50
Bill	07/17/2024	125171	Sierra Controls, LLC	Pixley Pump	6115.1 - Automation/SCADA	Capital Outlay:South System Phase 2	22,631.02
Bill	07/17/2024	125171	Sierra Controls, LLC	Handel Lateral	6115.1 - Automation/SCADA	Capital Outlay:South System Phase 2	7,788.41
Bill	07/17/2024	125171	Sierra Controls, LLC	Gate & P. Services	6115.1 - Automation/SCADA	Capital Outlay:South System Phase 2	97,225.64
Total Sierra Controls, LLC							139,200.59
Spaletta Law PC							
Bill	06/30/2024	June Rent	Spaletta Law PC	Rent June	6142 - Lease Expense	-G&A	700.00
Bill	07/01/2024	July Rent	Spaletta Law PC	Rent July	6142 - Lease Expense	-G&A	700.00
Total Spaletta Law PC							1,400.00
Stoel Rives, LLP							
Bill	06/30/2024	8024176	Stoel Rives, LLP	June Services	6180.6 - Legal	-Groundwater Management	3,341.24
Bill	06/30/2024	8024175	Stoel Rives, LLP	June Services	6180.6 - Legal	Capital Outlay:North System Phase 1	697.60
Bill	06/30/2024	8024174	Stoel Rives, LLP	June Services	6180.6 - Legal	Capital Outlay:South System Phase 1	218.00
Bill	06/30/2024	8024173	Stoel Rives, LLP	June Services	6180.6 - Legal	-G&A	1,787.60
Bill	06/30/2024	8024172	Stoel Rives, LLP	June Services	6180.6 - Legal	-G&A	2,398.00
Total Stoel Rives, LLP							8,442.44
Underground Service Alert							
Bill	07/22/2024	1564952024	Underground Servi...	2024 Membership	6120 - Dues & Memberships	-G&A	747.55
Total Underground Service Alert							747.55
Wagner & Bonsignore CCE							
Bill	06/30/2024	07-24-601	Wagner & Bonsignore...	Planning	6180.4 - Engineering Expense	-Planning Fund	1,737.35
Total Wagner & Bonsignore CCE							1,737.35
TOTAL							748,299.60

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

RESOLUTION NO. 2024-08

**RESOLUTION APPROVING PROPOSITION 4
APPROPRIATION LIMIT FOR FY 2024-2025**

WHEREAS, the San Joaquin County Auditor-Controller has requested that the North San Joaquin Water Conservation District ("District") adopt a resolution to establish the District's FY 2024-2025 appropriation limit in accordance with Proposition 4;

WHEREAS, the San Joaquin County Auditor-Controller has provided the District with a calculation of that appropriation limit and the Board of Directors has no objection to that calculation;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of Directors of the North San Joaquin Water Conservation District that the District's Proposition 4 Appropriation Limit for FY 2024-2025 shall be \$2,115,14500.

Moved by Director _____ second by Director _____, that foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes:	Directors
Noes:	Directors
Absent:	Directors
Abstain:	Directors

The President declared the resolution adopted.

I, David Simpson, Secretary of the Board of Directors of the NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at an adjourned regular meeting of said Board of Directors held the 29th day of July 2024.

Dave Simpson
Secretary, NSJCWCD Board of Directors

RESOLUTION NO. 2024-__

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT REGARDING NEGATIVE DECLARATION FOR MINOR CHANGE PETITION TO ADD BORRA PUMP AS POINT OF DIVERSION

WHEREAS, the Board of Directors of the North San Joaquin Water Conservation District (“District”), published an Initial Study and Proposed Negative Declaration for the Minor Change Petition to add Borra Pump as a point of diversion for Permit 10477 for public comment from June 20, 2024 through July 19, 2024; and

WHEREAS, the District received one comment on the matter from East Bay Municipal Utility District regarding confirming that the diversions under Permit 10477 at the Borra Pump are consistent with water right priorities and fish screen requirements, and has considered the comment and finds that the matters discussed in the comment letter are incorporated in the project description, and

WHEREAS, the District finds that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION should be prepared.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the North San Joaquin Water Conservation District, as follows:

1. The attached Negative Declaration for the project is approved. The General Manager shall file a Notice of Determination and is authorized to complete the processing of the Minor Change Petition with the State Water Resources Control Board.

Moved by Director _____, seconded by Director _____, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: _____ Directors

Noes: _____ Directors

Absent: _____ Directors

Abstain: _____ Directors

The President declared the resolution adopted.

I, David Simpson, Secretary of the Board of Directors of the NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors held _____, 2024.

David Simpson, Secretary

Initial Study and Negative Declaration
For
Permit 10477 Minor Change to add Borra Pump
Prepared by
North San Joaquin Water Conservation District

For additional information
Regarding this document contact:

North San Joaquin Water Conservation District
PO Box E, Victor CA 95253
steve@nsjwcd.com
Steve Schwabauer, General Manager

July 29, 2024

1 PROJECT DESCRIPTION

NSJWCD holds water right Permit 10477 to divert water from the Mokelumne River at specified points of diversion and use that water within the NSJWCD place of use.

Landowner Borra has an existing riparian river pump on north bank of Mokelumne River just upstream of Elliott Road that is a short distance from the NSJWCD existing North Pump Station. The North Pump Station is an authorized point of diversion under Permit 10477.

NSJWCD is requesting that the State Water Board add the existing Borra river pump as an additional point of diversion to Permit 10477 to enable water available under Permit 10477 to be used to irrigate existing cropland in the currently authorized Permit 10477 place of use.

Diversion rates and season from the existing Borra pump will be within the range of historical operations. No construction anticipated. The Borra pump is existing and has an existing fish screen. Borra may add a new fish screen and will submit a notification to Dept. of Fish and Game accordingly.

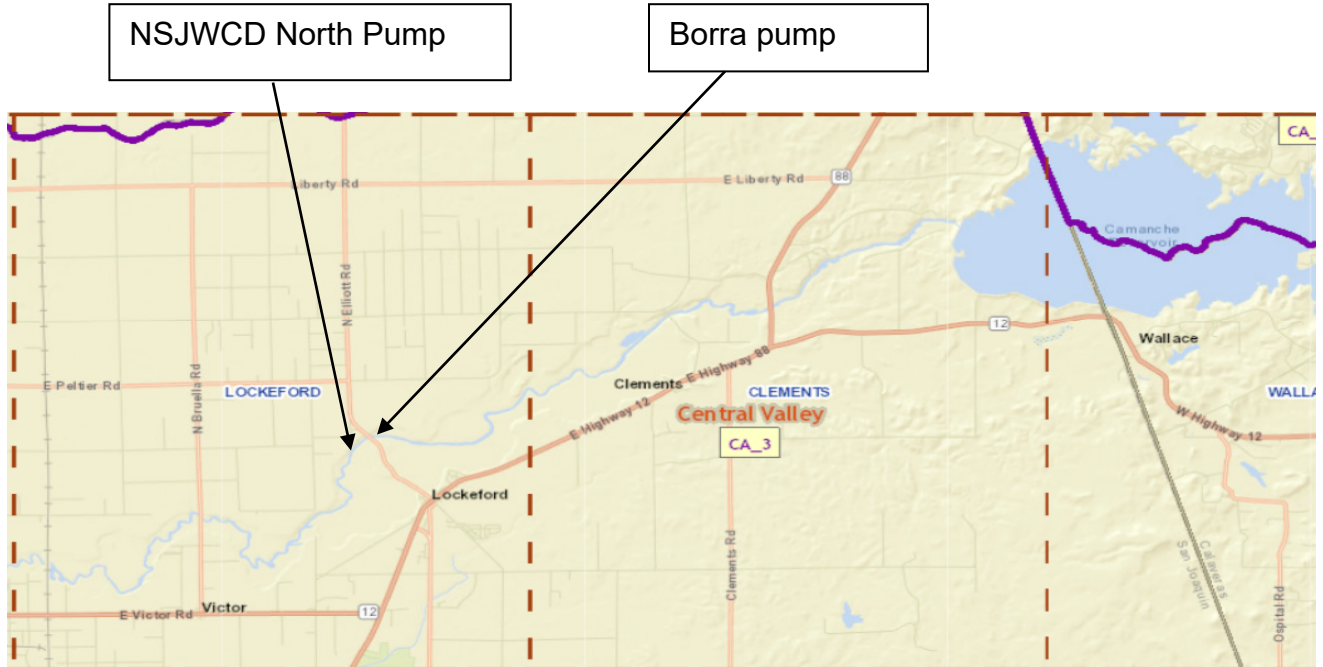
Permit 10477 water diverted at the Borra pump will be used to irrigate non-riparian lands that are otherwise irrigated with groundwater, thus diversions will increase in-lieu recharge and decrease groundwater overdraft in the district.

Objective

The objective of this project is to reduce groundwater overdraft by diverting permit 10477 water from an existing riparian pump station.

Project Location

The Borra pump is located on the north side of the Mokelumne River, just upstream of the Elliott Bridge, east of Lodi and just north of the community of Lockeford. The Borra Pump is immediately upstream of the location of the existing NSJWCD North Pump Station.



Project Facilities

No new facilities will be constructed. The Borra Pump is an existing facility that has historically been used to divert water from the river for irrigation of adjacent riparian lands. If the minor change is approved, the Borra Pump will also be used to divert water available under the NSJWCD Permit 10477 water right to irrigate adjacent non-riparian lands that are currently irrigated with groundwater.

Required Approvals

The State Water Resources Control Board must approve this minor change to Permit 10477.

2 Initial Study

The following Initial Study, Environmental Checklist, and evaluation of potential environmental effects (see Section 3) were completed in accordance with Section 15063(d)(3) of the State CEQA Guidelines to determine if the proposed project could have any potentially significant impact on the physical environment.

An explanation is provided for all determinations, including the citation of sources as listed in Section 4. A "No Impact" or "Less-than-significant Impact" determination indicates that the proposed project would not have a significant effect on the physical environment for that specific environmental category.

1. Project Title: **Permit 10477 Minor Change to add Borra Pump**

2. Lead Agency Name and Address:

North San Joaquin Water Conservation District
PO Box E, Victor CA 95253
steve@nsjwcd.com

3. Contact Person and Phone Number: Steve Schwabauer, General Manager
209-329-0250

4. Project Location: The Borra pump is located on the north side of the Mokelumne River, just upstream of the Elliott Bridge, east of Lodi and just north of the community of Lockeford.

5. Project Sponsor's Name and Address:

North San Joaquin Water Conservation District
PO Box E, Victor CA 95253
steve@nsjwcd.com

6. General Plan Designation: Area AE (agricultural exclusive)

7. Zoning: AG40

8. Description of Project: Refer to Section 1

9. Surrounding Land Uses and Setting: The surrounding lands are agricultural and rural residential with orchards, vineyards and row crops

10. Other Public Agencies Whose Approval is Required: State Water Resources Control Board

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology /Soils |
| <input type="checkbox"/> Hazards/Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Land Use / Planning |
| <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise | <input type="checkbox"/> Population / Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Mandatory Findings of Significance | |

DETERMINATION:

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION would be prepared.
- I find that although the proposed project could have a significant effect on the environment, there would not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION would be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Printed Name

For

3 Evaluation of Environmental Impacts

Aesthetics

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Agricultural Resources

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Air Quality

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Conflict with or obstruct implementation of the applicable Air Quality Attainment Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Biological Resources

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

This project would involve operation of the Borra pump within historic operational parameters.

Cultural Resources

	<u>Less Than Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Geology and Soils

	<u>Less Than Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on strata or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Hazards and Hazardous Materials

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Hydrology and Water Quality

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there should be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place housing within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation of seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will reduce groundwater overdraft by providing surface water to irrigate non-riparian lands that are currently irrigated with pumped groundwater. Diversions at the Borra Pump will be during the season and within the rates of diversion historically observed at that site. The total diversions from the Borra Pump and NSJWCD North Pump will be within the total permitted diversions under Permit 10477 for the North Pump Station (40 cfs).

Land Use and Planning

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural communities' conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Mineral Resources

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Noise

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport of public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Population and Housing

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Public Services

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Recreation

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Transportation and Traffic

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Conflict with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Utilities and Service Systems

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project would use existing facilities

Mandatory Findings of Significance

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulative considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4 List of Preparers

Steve Schwabauer, General Manager
Jennifer Spaletta, General Counsel
Daniel deGraaf, District Engineer

Notice of Determination

Appendix D

To:

Office of Planning and Research
 U.S. Mail: _____ Street Address: _____
 P.O. Box 3044 1400 Tenth St., Rm 113
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
 County of: San Joaquin
 Address: _____

From:

Public Agency: North San Joaquin Water Conserv
 Address: Po Box E
Victor CA 95253
 Contact: Steve Schwabauer
 Phone: 209-329-0250

Lead Agency (if different from above): _____
 Address: _____

 Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): _____

Project Title: Minor Change Petition Borra Pump

Project Applicant: North San Joaquin Water Conservation District

Project Location (include county): Mokelumne River, just upstream of Elliott Rd Bridge, San Joaquin Cou

Project Description:

Add existing Borra pump (with fish screen) as point of diversion for District's Permit 10477 water right to allow diversion and use of Mokelumne River water available under Permit 10477 on non-riparian lands adjacent to Borra riparian lands (all within existing Permit 10477 place of use and all currently irrigated with groundwater).

This is to advise that the North San Joaquin Water Conservation District has approved the above
 Lead Agency or Responsible Agency)

described project on July 29, 2024 and has made the following determinations regarding the above
 (date)
 described project.

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

 Signature (Public Agency): _____ Title: _____

Date: _____ Date Received for filing at OPR: _____



June 1, 2024

VIA E-MAIL: steve@nsjwcd.com; shastadburns@gmail.com

To the Board of Trustees

North San Joaquin Water Conservation District

c/o Joe Valente, President

P.O. Box E

Victor, California 95253

We are pleased to confirm our acceptance and understanding of the services we are to provide for **North San Joaquin Water Conservation District** for the year ending June 30, 2025.

You have requested that we perform the following services:

1. We will provide you with the following bookkeeping services:
 - Restructure the District's general ledger
 - Record all receipts, disbursements, and adjusting journal entries each month to the District's general ledger in QuickBooks.
 - Prepare the District's cash disbursements report monthly.
 - Reconcile accounts with bank, investment and county statements and reports each month and make correcting entries directly to the District's general ledger in QuickBooks, if necessary.
 - Prepare and reconcile your payroll reports, payroll tax returns, and payroll tax deposits for the State of California and other jurisdictions, if applicable.
 - Prepare other compliance reports as applicable.
 - Assist with preparation of District's annual budget.

Our bookkeeping services will cover the year ending June 30, 2025.

2. We will prepare the financial statements of **North San Joaquin Water Conservation District**, which comprise the annual and interim statement of assets, liabilities, and equity – accrual basis and the related statement of revenue and expense by project – accrual basis for the year ending June 30, 2025, and perform compilation engagements with respect to those financial statements.

In addition, the supplementary information included in the general and administrative budget vs. actual – accrual basis will be prepared and presented with the financial statements, if applicable. Such supplementary information is the responsibility of management but will be subject to our compilation engagement.

The objective of the preparation and compilation portion of our engagement is to –

- Prepare financial statements in accordance with the accrual basis of accounting based on information provided by you, and
- Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements for them to be in accordance with the accrual basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the District or noncompliance with laws and regulations.

We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the accrual basis of accounting and assist you in the presentation of the financial statements in accordance with the accrual basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of the accrual basis as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with the accrual basis of accounting.

- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the District complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, you provide to us for the engagement.
- g. To provide us with -
 - Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - Additional information that we may request from you for the purpose of the compilation engagement.
 - Unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. Our report will disclose that the District's management has elected to omit substantially all the disclosures required by the accrual basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, the financial statements will not be designed for those who are not informed about such matters. We are not independent with respect to the District and will disclose that we are not independent in our compilation report. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements because of this engagement.

You agree to include our accountants' compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

The supplementary information accompanying the financial statements will be presented for the purposes of additional analysis. Our report will not express an opinion, a conclusion, nor provide any assurance on such information.

Other Relevant Information

In addition to bookkeeping and financial statement preparation services, we will perform the following non-attest services: maintain and provide hosting services for the District's general ledger on QuickBooks software and accounting and other records on various software platforms, including, but not limited to, Office Tools and Windows Explorer. Such documents will be scanned and available for inspection subject to our normal retention policy of 7 years from the financial statement date.

You are responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping, financial statement preparation, compilation, and hosting services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Perla Tzintzun-Garibay is the engagement administrator and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our billing for the services set forth in this letter will be based upon our standard hourly rates for this type of work which are currently \$155 per hour for work performed by the engagement administrator or other managers and \$80-\$110 per hour for work performed by bookkeeping staff. These rates are subject to adjustment for inflation annually. Our invoices for the services outlined in this letter are payable upon presentation.

The proposed engagement includes only those services specifically described in this letter. Appearances before government organizations or regulatory bodies arising from this engagement will be billed to you separately.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

If a dispute arises out of or relates to this engagement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under the *Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The costs of any mediation proceedings shall be shared equally by all parties, but otherwise each party will bear their own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either

of us initiating litigation. To allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of attorney's fees.

We appreciate the opportunity to be of service to **North San Joaquin Water Conservation District** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us.

Sincerely,

Butterfield + Co. CPAs, Inc.
Butterfield & Co. CPA's, Inc.

ACKNOWLEDGED:

The foregoing letter fully describes the services required and is accepted by us.

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

Trustee Signature

Date

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AMENDMENT NO. 1
to the
AGREEMENT FOR SPECIAL SERVICES
between
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
and
GRANBERG & ASSOCIATES, INC.
for
GENERAL MANAGER SERVICES

THIS AMENDMENT TO THE AGREEMENT is made this _____ of ____, 2024, by and between the North San Joaquin Water Conservation District (“DISTRICT”), a _____, and Granberg & Associates, Inc., a California Corporation (“CONSULTANT”), who agree as follows:

1. SCOPE OF WORK: CONSULTANT shall perform the work and render the special services described in the attached Exhibit A (the "Services"). CONSULTANT shall provide all labor, services, equipment, tools, material, and supplies required or necessary to perform the Services properly, competently and completely. CONSULTANT shall determine the method, details, and means of performing the Services.

2. COMPENSATION: DISTRICT shall pay CONSULTANT in accordance with the attached Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials and for performance by CONSULTANT of all its duties and obligations under this Agreement. CONSULTANT will be compensated in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to DISTRICT specifying the date, location and service rendered, and the fee or charge.

(b) Payment:

(1) All payments by DISTRICT shall be made in arrears, after satisfactory service, as determined and approved by DISTRICT, has been provided. Payment shall be made by DISTRICT no more than 30 days from the DISTRICT's receipt of invoice.

(2) If DISTRICT disputes any item on an invoice for a reasonable cause, which includes, but is not limited to, unsatisfactory service, DISTRICT may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within 15 working days after receipt of invoice by DISTRICT.

(3) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five working days of dispute settlement.

(4) DISTRICT reserves the right to only pay for such services rendered to the satisfaction of the DISTRICT.

3. TERM OF AGREEMENT: This Agreement shall take effect on the above date and continue in effect until terminated by one party as provided below or by mutual written consent of the parties. This Agreement may be terminated at any time by either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall be compensated for all Services performed to the date of termination as calculated by DISTRICT based on the above fee and payment provisions. If DISTRICT so requests, and at DISTRICT's cost, CONSULTANT shall provide sufficient oral or written status reports to make DISTRICT reasonably aware of the status of CONSULTANT'S work on the Services at the time of termination. Further, if DISTRICT so requests, and at DISTRICT's cost, CONSULTANT shall deliver to DISTRICT any work products whether in draft or final form which have been produced to date.

4. INSURANCE: CONSULTANT shall not commence work or services under this Agreement until CONSULTANT has obtained DISTRICT's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT, its agents, representatives, employees, or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal constitutes a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the DISTRICT.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code (any auto).

(3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations):

\$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutory required by the State of California, Employer's Liability: \$500,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Upon request of the DISTRICT, any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductions or self-insured retentions as respects DISTRICT, its elective and appointive boards, officers, agents, employees, and volunteers, or (2) CONSULTANT shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) DISTRICT, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects DISTRICT and any insurance or self-insurance maintained by DISTRICT shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to DISTRICT under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide DISTRICT with 30 days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish DISTRICT with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. DISTRICT reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of DISTRICT for all work performed by CONSULTANT, its agents, employees, independent contractors, and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

5. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless DISTRICT and its officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of DISTRICT.

6. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as an independent contractor and not as an agent, officer, or employee of DISTRICT. It is understood by both CONSULTANT and DISTRICT that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship.

CONSULTANT shall determine the method, details, and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to DISTRICT only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to DISTRICT's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period that service is provided to DISTRICT under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

As an independent contractor, CONSULTANT shall indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party

that an employer-employee relationship exists by reason of this Agreement. CONSULTANT shall, to the fullest extent permitted by law, indemnify DISTRICT, and its officers, employees, volunteers, and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state District, or court concerning CONSULTANT's independent contractor status or employment-related liability.

7. CONFORMANCE WITH FEDERAL AND STATE LAW: CONSULTANT shall perform the Services in compliance with all applicable federal, state and local laws and regulations. CONSULTANT shall possess, maintain, and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Services. CONSULTANT shall comply with all federal, state, and local air pollution control laws and regulations applicable to CONSULTANT and the Services (as required by California Code of Regulations title 13, section 2022.1).

8. NONDISCRIMINATION: CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, national origin, or other class protected under California law. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted.

9. ENTIRE AGREEMENT AND MODIFICATION: The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression, and statement of the terms of their contract concerning the Services. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the Services, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

10. PROFESSIONAL ABILITY OF CONSULTANT: CONSULTANT represents that it has all the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities, training, personnel, and other resources necessary to competently perform the Services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted, and professional practices to make findings, render opinions prepare factual presentations, and provide professional advice and recommendations regarding this project. DISTRICT has relied upon CONSULTANT's training, experience, skill, ability, knowledge, and certification as a material inducement to enter into this Agreement. All Services performed by CONSULTANT shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in CONSULTANT's field.

11. OWNERSHIP OF DOCUMENTS: All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed, or created by CONSULTANT under this Agreement and provided to DISTRICT ("Work Product") shall be the property of DISTRICT, and DISTRICT shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and

additional documents or works based on the Work Product without further compensation to CONSULTANT or any other party. CONSULTANT may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that CONSULTANT shall not provide any Work Product to any third party without DISTRICT's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, CONSULTANT may copyright the same, except that, as to any Work Product that is copyrighted by CONSULTANT. DISTRICT reserves a royalty-free, nonexclusive, and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If DISTRICT reuses or modifies any Work Product for a use or purpose other than that intended by the scope of Services under this Agreement. then DISTRICT shall hold CONSULTANT harmless against all claims, damages, losses, and expenses arising from such reuse or modification. For any Work Product provided to DISTRICT in paper format, upon request by DISTRICT at any time (including, but not limited to, at or after expiration or termination of this Agreement). CONSULTANT agrees to provide the Work Product to DISTRICT in a readable, transferable, and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

12. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. CONSULTANT warrants that, in performance of this Agreement. CONSULTANT shall not employ any person having any such financial interest. CONSULTANT agrees to file a FPPC Statement of Economic Interests Form 700 with DISTRICT at the start and end of this contract if so directed in writing by DISTRICT.

13. AMENDMENTS: It may become desirable or necessary during the execution of this Agreement, for DISTRICT or CONSULTANT to modify the scope of services provided for under this Agreement or to otherwise amend the Agreement. Any change in the Agreement requires a written amendment approved and signed by both parties. Any Agreement amendment by DISTRICT requires approval by its Board of Directors. Until an amendment is so approved and signed, DISTRICT will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

14. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless, continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

15. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

16. CONSULTANT RECORDS AND AUDIT:CONSULTANT shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Services and invoice preparation and support for a minimum period of four years (or for any longer period required by law) from the date of final payment to CONSULTANT under this Agreement. DISTRICT may inspect and audit such books and records, including source documents, to verify all charges, payments

and reimbursable costs under this Agreement. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

17. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

18. ASSIGNMENT: This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated, or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

19. NOTICE: Any notice, demand, invoice, or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

North San Joaquin Water Conservation District P.O. Box E Victor, CA 95253	Granberg & Associates, Inc. P.O. Box 637 Escalon, CA 95320 rgranberg@granbergassociates.com
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Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first-class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

DISTRICT CONTRACT ADMINISTRATOR: The DISTRICT's contract administrator and contact person for this Agreement is:

NSJWCD General Manager
Steve Schwabauer
steve@NSJWCD.com
209-329-0250

**NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT, a California Water
Conservation District**

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

**GRANBERG & ASSOCIATES, INC., a California
Corporation**

By: _____

Title: President

Print Name: _____

Date: _____

TASK 1: PROJECT MANAGEMENT ASSISTANCE

- 1.1 **North Pump Station Replacement Design** – Provide aid as needed to the design team being led by District Engineer deGraaf. Provide insight and expertise, and ensure designs meet district goals and grant requirements.
- 1.2 **Manage Grant Agreements** – Understand each grant and the project it funds; help organize district scheduling and accounting with respect to the grant funding for each project; track expenditures under each grant; perform reporting required under each grant; assist district with complying with contractual obligations under each grant related to bidding, wages, construction projects.
 - 1.2.1 Grants related to the South System:
 - 1.2.1.1 Assist if requested by Jennifer Spaletta with Prop. 1 Grant Agreement with DWR for South System Phase 1 and 2: \$3 million grant with 50% Cost Share. Grantee is NSJWCD.
 - 1.2.1.1.1 Project funded includes New South Pump Station (completed); Brandt/Tretheway Distribution box (completed); SCADA at both of the above (completed but needs performance testing); new distribution boxes, valves and SCADA at Manor Lane and Handel boxes; new pipeline segment; Pixley Slough outfall meter/SCADA.
 - 1.2.1.2 IRWM Grant Agreement for South System Phase 3: NSJWCD as LPS under Agreement between County and DWR, \$3 million grant with 25% cost share
 - 1.2.1.2.1 Project funded includes improvements to middle section of main pipeline to facilitate in-lieu irrigation deliveries and Flood MAR deliveries
 - 1.2.1.3 USDA Community Development Funding \$ 1 million
 - 1.2.1.3.1 Project will include Handel distribution box and laterals.
 - 1.2.1.4 SGMA Implementation Grant for North System: \$3.9 million grant with no cost share but possible contributions from new landowner improvement district and/or groundwater charge revenue. NSJWCD as LPS under Agreement between County and DWR.
- 1.3 **Capital Project Accounting:** Assist district in setting up a five-year Capital Improvement Program
- 1.4 **Reports to Board:** Provide monthly written reports to the NSJWCD Board of Directors regarding the status of the above.

EXHIBIT B: Fees and Expenses Reimbursement

DISTRICT shall pay to CONSULTANT a fee based on CONSULTANT's hourly rate of \$285.00 per hour for the actual time necessarily and actually expended on the Services. This rate applies to Robert L. Granberg, P.E., DBIA, who will be primarily responsible for providing Services under this Agreement. Any other consultant personnel assigned to the work will be billed at consultant's standard billing rates for such personnel.

The annual contract amount per fiscal year shall not exceed \$75,000 without approval of the DISTRICT Board of Directors.

CONSULTANT also may bill the DISTRICT for, and DISTRICT shall reimburse the following types of necessary, actual, and reasonable travel and business expenses incurred by CONSULTANT in connection with the Services:

1. Mileage reimbursement for use of a personal vehicle at the then current IRS rate, with itemized detail describing the DISTRICT business. CONSULTANT's mileage reimbursement shall apply solely to travel while conducting DISTRICT business outside of San Joaquin County.
2. Parking fees.
3. Lodging for travel over 120 miles one way from CONSULTANT's residence, subject to prior DISTRICT approval.
4. Air travel, subject to prior DISTRICT approval.
5. Meal costs (including reasonable tip) when meeting to conduct DISTRICT business.

Expenses under these items must be supported with a bill, receipt, or other appropriate documentation and subject to DISTRICT expense reimbursement policy.

P.O. Box E, Victor, CA 95253

PREPARED BY: Petrea Marchand, Consero Solutions
Steve Schwabauer, General Manager

RECOMMENDATION: Receive Update on North San Joaquin Water Conservation District Project Funding Requests and Grant Opportunities

BACKGROUND:

Consero Solutions provides monthly reports on funding opportunities for which the District has applied or for which the District is considering applying.

DISCUSSION:

1. U.S. Bureau of Reclamation WaterSMART Drought Response Program

Project Name: South System Modernization Project, Phase 4

Amount Requested: \$5 million

Amount of Cost Share: 50%

Status: **DENIED (May 6, 2024); can REAPPLY in fall 2024**

Application Due: **TBD (expected deadline is fall 2024)**

Status: The U.S. Bureau of Reclamation (Bureau) announced awards from the 2023-24 cycle in early May 2024 and did not award funding to the District's South System Modernization Project, Phase 4. District staff met with WaterSMART grant managers on May 30, 2024 to review the District's application. The Bureau pointed out the District could have scored better with a more detailed budget, unique support letters, a better description of the incentives the District provides for landowners to engage in recharge, and a better description of the economic consequences of water scarcity in the region. On July 24, 2024, the Bureau released the NOFO for the FY 2025 funding round. The NOFO indicates the Bureau set a lower award ceiling for Task A projects compared to last year (\$3,000,000 in FY 2025 compared to \$5,000,000 in FY 2024) and will fund less projects in total (20-40 in FY 2025 compared to 40-50 in FY 2024). The General Manager recommends applying for this grant again in fall 2024.

Context: The WaterSMART Drought Response Program is an annual program which receives money through the annual federal appropriations process, but in the last couple of years also received an infusion of funding from the Bipartisan Infrastructure Law. The program typically limits applications to \$2 million and only provides between \$30 million and \$40 million in awards.

Proposed 2024 Climate Action Bond

Status: On July 3, 2024, the Governor signed SB 867, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (climate action bond), which will appear on the ballot in November. Based on input from Consero's state lobbyist, the Energy and Environmental Consulting Group, the bond is polling well with voters and will likely pass. The bond contains money for the California Department of Water Resources Sustainable Groundwater Management Program, integrated regional water management, the State Water

and Energy Efficiency Program (SWEEP), and other projects of interest to the District. Excerpted bond language related to District interests is attached (Attachment A). Given State money may be less available in FY 2024-25 and future years due to the State's budget deficit, Consero recommends an aggressive effort to secure any remaining federal funds from the Infrastructure Investment and Jobs Act in 2024-25, as well as developing multibenefit projects that meet the criteria of climate action grant programs that include groundwater sustainability as a goal. Consero also recommends developing and designing projects in 2024 and 2025 to prepare for the release of new state bond funding in 2025 and 2026.

Context: The District is engaging in the climate action bond discussion because the State's budget deficit resulted in no significant funding in the proposed 2024-25 budget for grant programs of interest to the District, such as SGMA. As a result, Consero expects limited future funding rounds for these programs until voters approve the climate action bond or State grant programs funded by the Greenhouse Gas Reduction Fund provide funding for groundwater sustainability.

2. California Department of Food and Agriculture Office of Environmental Farming and Innovation State Water Efficiency and Enhancement Program Direct to Producer Grant Program (SWEEP)

Project Name: N/A

Amount Requested: Up to \$200,000 per grower

Amount of Cost Share: Encouraged, but not required

Release Request for Grant Application: November 28, 2023

Application Due: **TBD 2025**

Status: The Governor signed 2024-25 State budget legislation on June 29, 2024. The 2024-25 State budget contains a total of \$40 million for SWEEP programs. The proposed 2024 climate action bond contains an additional \$40 million for SWEEP activities "to promote on farm water use efficiency with a focus on multiple-benefit projects that improve resilience to climate change and save water on California agricultural operations" (pg. 27). Funds in the bond are specifically aimed at "projects that provide meaningful and direct benefits to socially disadvantaged farmers and ranchers" (pg. 27). Consero is reaching out to CDFA staff to determine the timing of the next funding round.

Context: The Department released the SWEEP Direct-to-Producer Grant Program guidelines and request for applications on November 28, 2023 and then postponed the solicitation in December 2023. On January 10, 2024, the Governor announced as part of his proposed 2024-25 State budget the delay of this grant program to 2025. District landowners may still apply for grants from the SWEEP Block Grant Pilot Program for the same purpose, which the District has rolled out with Stockton East this spring and for which some landowners have already applied. The Direct-to-Producer Grant Program is different from the SWEEP Block Grant Pilot Program in that it will award grants directly to growers. The Department has confirmed they will not exclude growers in the service areas of SWEEP Block Grant Pilot Program awardees like the

District. At the March District Board meeting, the Board approved signing a letter from agricultural interests to support the inclusion of SWEEP funding in the climate action bond.