

# **AGENDA MATERIALS**

## **TRI-DAM PROJECT**



## **TRI-DAM POWER AUTHORITY**



## **BOARD MEETING**

**December 19, 2019**

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**REGULAR BOARD MEETING**  
**AGENDA**  
**TRI-DAM PROJECT**  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
**DECEMBER 19, 2019**  
**9:00 A.M.**

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**CALL TO ORDER:** South San Joaquin Irrigation District  
11011 Highway 120  
Manteca, CA 95336

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** John Holbrook, Bob Holmes, Dave Kamper, Ralph Roos, Mike Weststeyn  
Gail Altieri, Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos

**INTRODUCTION:** Jarom Zimmerman, General Manager

**PUBLIC COMMENT:** The Joint Board of Directors encourages public participation at Board meetings. Matters affecting the operation of the Tri-Dam Project and under the jurisdiction of the Joint Districts and not posted on the Agenda may be addressed by the public, and limited to 5 minutes per person. California law prohibits the Board from taking action on any matter that is not on the posted Agenda unless the Board determines that it is a situation specified in Government Code Subsection 54954.2.

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**CONSENT CALENDAR**

**ITEMS 1 - 2**

1. Approve the regular board meeting minutes of November 21, 2019.
2. Approve November 2019 financial statements and statement of obligations.
  - a. Investment portfolio and reserve fund status.

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**ACTION CALENDAR**

**ITEMS 3 - 4**

3. Discussion and possible action to authorize the General Manager to execute extensions to license agreements between Pinnacles Cellular, Inc., d/b/a Verizon Wireless and Tri-Dam Project for the Strawberry Peak and Mt. Elizabeth communication sites.
4. Discussion and possible action to approve Save the Stan contract extension – MHD Group.

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**DISCUSSION**

**ITEM 5**

5. Discussion and update on the Stanislaus River Basin Plan.

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**COMMUNICATIONS**

**ITEMS 6 - 9**

6. Staff reports as follows:
  - a. General Manager Report

- b. Maintenance Report
  - c. Operations Report
  - d. Compliance Report
- 7. Generation Report
- 8. Fisheries studies on the Lower Stanislaus River
- 9. Directors' Comments

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## **CLOSED SESSION**

## **ITEM 10**

- 10. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code § 54956.9(d)(1)  
Tri-Dam v. Emilo Arco et al.  
Eastern District of California Case No. 1:19-cv-01505-DAD-BAM  
  
Tri-Dam v. Resort at Lake Tulloch, LLC  
Eastern District of California Case No. 1:19-cv-01536-DAD-EPG
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Potential Litigation  
Government Code § 54956.9(b)  
One (1) case
- c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Interim General Manager  
Government Code § 54957

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## **ADJOURNMENT**

## **ITEM 11**

- 11. Adjourn to the next regularly scheduled meeting

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- ☐ Items on the Agenda may be taken in any order.
  - ☐ Action may be taken on any item listed on the agenda.
  - ☐ Writings relating to an open session agenda item that are distributed to members of the Board of Directors will be available for inspection at the Tri-Dam Project office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Act.
  - ☐ ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Clerk at (209) 965-3996 ext. 110. Notification 48 hours prior to meeting will enable the Project to make reasonable arrangements to ensure accessibility to this meeting.
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# **MEETING MINUTES**

**TRI-DAM PROJECT  
MINUTES OF THE JOINT BOARD  
OF DIRECTORS REGULAR MEETING**

November 21, 2019  
Oakdale, California

The Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District met in joint session at the office of Oakdale Irrigation District located in Oakdale, California on the above date for the purpose of conducting business of the TRI-DAM PROJECT, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

President Orvis called the meeting to order at 9:03 a.m.

**OID DIRECTORS**

**SSJID DIRECTORS**

***DIRECTORS PRESENT:***

TOM ORVIS  
HERMAN DOORNENBAL  
LINDA SANTOS

DAVE KAMPER  
RALPH ROOS  
JOHN HOLBROOK  
MIKE WESTSTEYN  
BOB HOLMES

***DIRECTORS ABSENT:***

BRAD DeBOER; GAIL ALTIERI

***Also, Present:***

Jeff Shields, Interim General Manager, Tri-Dam Project; Rick Dodge, Finance Manager, Tri-Dam Project; Genna Modrell, Finance Assistant, Tri-Dam Project; Brian Belitz, Operations Supervisor, Tri-Dam Project; Susan Larson, License Compliance, Tri-Dam Project; Troy Hammerbeck, Maintenance Supervisor, Tri-Dam Project; Kevin Ogg, Technician, Tri-Dam Project; Tim Wasiewski, Counsel; Steve Knell, General Manager, OID; Peter Rietkerk, General Manager, SSJID; Bere Lindley, Asst. General Manager, SSJID; Jason Jones, Support Services Manager, OID; Forrest Killingsworth, Engineer, SSJID; Doug Demko and Andrea Fuller, FishBio

***PUBLIC COMMENT***

None.

***CONSENT CALENDAR***

ITEM #1 Approve the regular board meeting minutes of October 17, 2019.

ITEM #2 Approve the October 2019 financial statements and statement of obligations.

Director Santos moved to approve the Consent Calendar items #1 and #2 as presented. Director Holbrook seconded the motion. The motion passed OID 3-0, SSJID 5-0.

## **ACTION CALENDAR**

### ***ITEM #3 Discussion and possible action to authorize the General Manager to sign the PSA with PAR Environmental Services, Inc. for Cultural Resources Studies along Hells Half Acre Road.***

Susan Larson presented the Professional Services Agreement for PAR Environmental Services, and explained the USFS has reviewed the PAR proposal and advised that they found PAR's proposal to be comprehensive in all required study area.

Director Holbrook moved to approve the PSA for PAR Environmental as presented. Director Santos seconded the motion. The motion passed OID 3-0, SSJID 5-0.

### ***ITEM #4 Discussion and possible action to utilize the general fund or maintenance fund for Beardsley Afterbay maintenance repair project.***

Rick Dodge presented a historical summary of the maintenance reserve fund including past projects paid from the maintenance reserve fund, discussed the projections provided, and answered Directors questions. Dodge also clarified that the yearend projections assume payment from current cash from operations, and will not change any numbers previously provided to the Districts.

Director Holmes moved to utilize current cash from operations to pay the 2019 expenses relevant to the Beardsley Afterbay repair project. Director Santos seconded the motion. The motion passed OID 3-0, SSJID 5-0.

### ***ITEM #5 Discussion and possible action to approve staff to procure all materials, equipment, and training necessary to proceed with the Beardsley Afterbay Sheet Pile Grout Work Plan.***

Forest Killingsworth updated the Board on the current project status, presented the quote to procure all materials, equipment, and training to proceed with the Beardsley Afterbay sheet pile grout work, and answered Director questions.

Director Kamper moved to approve procurement, equipment, and training as presented. Director Doornenbal seconded the motion. The motion passed OID 3-0, SSJID 5-0.

### ***ITEM #6 Discussion and possible action to approve the PSA with Watermark Engineering, Inc. for streamgaging services.***

Jeff Shields presented the PSA for Watermark Engineering and explained the Exhibit B Fee Schedule had been previously approved in September 2018.

Director Kamper moved to approve the PSA for Watermark Engineering as presented. Director Santos seconded the motion. The motion passed OID 3-0, SSJID 5-0.

***ITEM #7 Discussion and possible action to approve Resolution TDP 2019.10 Elect New Secretary and General Manager.***

Jeff Shields advised the Board the hiring process has successfully been completed and recommended the Board adopt this resolution to appoint Jarom Zimmerman as General Manager and Secretary, effective December 2, 2019.

Director Doornenbal moved to approve the resolution as presented. Director Holmes seconded the motion. The motion passed with a roll call vote OID 3-0, SSJID 5-0.

***ITEM #8 Discussion and possible action to approve Resolution TDP 2019.11 Authorization for Maintenance of Deposit Accounts***

Jeff Shields recommended the Board adopt this resolution authorizing Jarom Zimmerman as a bank signatory.

Director Holbrook moved to adopt Resolution TDP 2019.11 as presented. Director Santos seconded the motion. The motion passed with a roll call vote OID 3-0, SSJID 5-0.

***ITEM #9 Discussion and possible action to approve 2019 annual recognition of unrepresented staff.***

Jeff Shields recommended awarding \$2,000 (gross) to seven (7) unrepresented employees for their performance in 2019.

Jeff also requested seven (7) unrepresented staff receive four days of paid time off between Christmas and New Year's Day mirroring similar actions by the Districts.

Director Holbrook moved to approve the \$2,000 for unrepresented staff as presented and four days off between Christmas and New Years for unrepresented and IBEW staff. Director Santos seconded the motion. The motion passed OID 3-0, SSJID 5-0.

See amendment after Item #19 Directors Comments.

***ITEM #10 FishBio presentation, discussion, and possible action to approve 2020 budget proposal.***

Doug Demko and Andrea Fuller from FishBio gave a presentation to update the Board on 2019 accomplishments and potential 2020 activities. Mr. Demko noted that FishBio's studies conclude that the vast majority of fish returning to the river are hatchery fish, and predation continues as a significant cause of mortality.

Mr. Demko also discussed FishBio's proposed 2020 budget, recommending a total budget of \$1.75 million.

Director Holmes moved to approve the FishBio budget as presented. Director Santos seconded the motion. The motion passed OID 3-0, SSJID 5-0.

***ITEM #11 Discussion and possible action to approve 2020 draft budget***

Rick Dodge presented the draft 2020 budget, and reviewed various revenue and expense accounts and the related underlying assumptions used. The budget presented includes the addition of one (1) fulltime employee, \$2.5 million for Phase 2 of the Beardsley Afterbay repair project, \$2.0 million for the Tulloch Spillway road repair, and several projects that were not completed in 2019. Dodge also recommended the following adjustments to the draft budget that were discussed at the November 19, 2019 Advisory Committee meeting: 1. Increase the Tulloch Recreation Site (capital) to \$1.0 million from \$790,000, 2. Increase the ROV inspection of the Beardsley intake and penstock to \$36,000 from \$15,000, and 3. Increase labor costs by \$8,865 to account for shift operator step increases.

Director Kamper moved to approve the 2020 budget with adjustments. Director Santos seconded the motion. The motion passed OID 3-0, SSJID 5-0.

***ITEM #12 Discussion and possible action to approve 2020 ACWA membership dues***

Jeff Shields presented the 2020 invoice for ACWA membership dues and responded to Director questions.

Director Holbrook moved to approve paying the membership dues as presented. Director Santos seconded the motion. The motion passed OID 3-0, SSJID 4-1. Director Kamper voted no.

***ITEM #13 2019 IBEW Performance Recognition***

Jeff Shields presented a summary of unplanned plant outages during 2018/2019 and the corresponding awarding of the incentive bonus payment of \$32,000 to be divided equally among 17 eligible represented employees. This performance incentive is a part of the MOU with IBEW represented employees. The incentive promotes teamwork amongst the maintenance and operations staff to identify and perform work that will sustain a high level of plant availability.

***ITEM #14 Update on roles and responsibilities of Counsel O'Laughlin & Paris LLP.***

Tim Wasiewski provided a handout to the Board outlining responsibilities of O'Laughlin & Paris in the coming year and responded to Directors questions.

***ITEM #15 Discussion and update on Washington D.C. activities – Jason Larrabee***

No discussion.

***ITEM #16 Staff Reports***

In addition to the written reports, Jeff Shields reminded the Board the new General Manager, Jarom Zimmerman, will begin work December 2, 2019.

***ITEM #17 Generation Report***

No discussion.



### ***ITEM #18 Fisheries Studies on the Lower Stanislaus River***

No discussion.

### ***ITEM #19 Directors Comments***

Director Orvis thanked Jeff Shields for assisting as the Interim General Manager.

### ***ITEM #9 Amendment***

Director Holbrook moved to reconsider agenda Item #9. Director Santos seconded the motion. The motion passed OID 3-0, SSJID 5-0.

Director Holbrook moved to amend the number of unrepresented staff from seven (7) to eight (8) to include the General Manager. Director Santos seconded the motion. The motion passed OID 3-0, SSJID 5-0.

### ***Recess to Tri-Dam Power Authority***

President Orvis recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 12:53 p.m.

The Tri-Dam Project meeting resumed at 12:56 p.m. after the Tri-Dam Power Authority meeting adjourned.

### ***ITEM #20 Closed Session***

President Orvis announced before closed session that the following items would be discussed:

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code § 54956.9(d)(1)  
Tri-Dam v. Emilo Arco et al.  
Eastern District of California Case No. 1:19-cv-01505-DAD-BAM  
  
Tri-Dam v. Resort at Lake Tulloch, LLC  
Eastern District of California Case No. 1:19-cv-01536-DAD-EPG
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Potential Litigation  
Government Code § 54956.9(d)(2)  
Four (4) cases
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Potential Litigation  
Government Code § 54956.9(b)  
One (1) case

At the hour of 1:22 p.m., the Board reconvened to open session.

Disclosure of reportable actions taken in Closed Session, pursuant to Government Code Section 54957.1: There were no reportable actions taken in closed session.

***ADJOURNMENT***

President Orvis adjourned the meeting at 1:22 p.m.

The next regular board meeting is scheduled for December 19, 2019, at South San Joaquin Irrigation District in Manteca, California beginning at 9:00 a.m.

ATTEST:

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Jeff Shields  
Interim Secretary, Tri-Dam Project

# **FINANCIAL MATTERS**



# **Tri-Dam Project** **Balance Sheets** (uaudited)

	November 30, 2019	October 31, 2019	November 30, 2018
<b>1 Assets</b>			
2 Cash	\$ 17,069,240	\$ 17,314,863	\$ 5,424,559
3 Investment Securities & Money Market	12,101,900	12,115,590	13,084,176
4 Accounts Receivable	2,506,592	3,066,582	1,717,795
5 Prepaid Expenses	367,387	426,409	249,360
6 Capital Assets	106,976,798	106,940,869	106,284,170
7 Accumulated Depreciation	(50,941,334)	(50,785,746)	(49,153,752)
8 Intangible Assets	8,213,938	8,213,938	8,213,938
9 Accumulated Amortization - Intangibles	(2,122,648)	(2,103,187)	(1,889,116)
10 Other Assets	61,899	46,980	68,620
11 Deferred Outflows - Pension Related	4,420,653	4,420,653	4,807,851
12 <b>Total Assets &amp; Deferred Outflows</b>	<b>98,654,424</b>	<b>99,656,949</b>	<b>88,807,601</b>
<b>13</b>			
<b>14</b>			
<b>15 Liabilities</b>			
16 Accounts Payable	275,981	318,800	215,004
17 Other Current Liabilities	562,529	488,602	410,844
18 Long-Term Liabilities	7,097,221	7,097,221	6,966,803
19 Deferred Inflows - Pension Related	270,021	270,021	277,700
20 <b>Total Liabilities &amp; Deferred Inflows</b>	<b>8,205,752</b>	<b>8,174,644</b>	<b>7,870,352</b>
<b>21</b>			
<b>22 Net Position</b>			
23 Net Position - Beginning of Year	79,731,510	79,731,510	88,547,514
24 Contributed Capital - Districts	602,963	602,963	602,963
25 Distributions	(18,252,000)	(18,252,000)	(21,119,000)
26 YTD Net Revenues	28,366,198	29,399,832	12,905,772
27 <b>Total Net Position</b>	<b>90,448,672</b>	<b>91,482,306</b>	<b>80,937,249</b>
<b>28</b>			
<b>29</b>			
<b>30 Total Liabilities and Net Position</b>	<b>\$ 98,654,424</b>	<b>\$ 99,656,949</b>	<b>\$ 88,807,601</b>

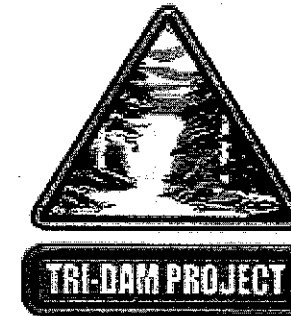


**Tri-Dam Project**  
**Statement of Revenues and Expenses**  
 Month Ending November 30, 2019

	Current Month	YTD Actual	YTD Budget	YTD Budget Variance	2019 Budget	Percent of 2019 Budget Remaining
<b>Operating Revenues</b>						
Power Sales	\$ 1,306,023	\$ 36,931,624	\$ 31,092,834	\$ 5,838,790	\$ 33,919,455	-9%
Headwater Benefit	-	268,500	328,415	(59,915)	358,271	25%
<b>Total Operating Revenues</b>	<b>1,306,023</b>	<b>37,200,124</b>	<b>31,421,249</b>	<b>5,778,875</b>	<b>34,277,726</b>	<b>-9%</b>
<b>Operating Expenses</b>						
Salaries and Wages	168,191	1,912,739	2,271,551	(358,813)	2,478,056	23%
Benefits and Overhead	116,158	1,617,281	1,641,525	(24,243)	1,790,754	10%
Operations	14,375	115,057	184,791	(69,734)	201,590	43%
Maintenance	1,531,981	2,458,836	3,839,251	(1,380,415)	4,188,274	41%
General & Administrative	356,759	4,111,491	5,039,314	(927,823)	5,497,433	25%
Depreciation & Amortization	175,049	1,896,429	1,904,705	(8,276)	2,077,860	9%
<b>Total Operating Expenses</b>	<b>2,362,514</b>	<b>12,111,832</b>	<b>14,881,136</b>	<b>(2,769,304)</b>	<b>16,233,967</b>	<b>25%</b>
<b>Net Income From Operations</b>	<b>(1,056,492)</b>	<b>25,088,292</b>	<b>16,540,112</b>	<b>8,548,179</b>	<b>18,043,759</b>	<b>-39%</b>
<b>Nonoperating Revenues (Expenses)</b>						
Investment Earnings	29,282	293,364	220,000	73,364	240,000	-22%
Change in Market Value of Investments	(17,442)	196,470	-	196,470	-	NA
Water Sales	-	124,500	152,379	(27,879)	166,232	25%
Equipment Rental	2,200	24,200	24,200	-	26,400	8%
Gain/(Loss) on Asset Disposal	-	1,514	(22,917)	24,430	(25,000)	NA
Reimbursements	7,647	184,912	190,231	(5,319)	207,525	11%
Other Nonoperating Revenue	1,171	2,452,947	2,753,324	(300,377)	3,003,626	18%
<b>Total Nonoperating Revenues (Expenses)</b>	<b>22,858</b>	<b>3,277,906</b>	<b>3,317,218</b>	<b>(39,311)</b>	<b>3,618,783</b>	<b>9%</b>
<b>Net Revenues</b>	<b>\$ (1,033,634)</b>	<b>\$ 28,366,198</b>	<b>\$ 19,857,330</b>	<b>\$ 8,508,868</b>	<b>\$ 21,662,542</b>	<b>-31%</b>
<b>Memo:</b>						
Capital Expenditures	\$ 35,929	\$ 688,963	\$ 1,872,609	\$ (1,183,646)	\$ 2,042,846	
Major Repairs - Hells Half Acre & 4700 Roads	\$ -	\$ 370	\$ 55,000	\$ (54,630)	\$ 60,000	
Major Repairs - Tulloch Unit 3 Access Rd	\$ 16,898	\$ 16,898	\$ 825,000	\$ (808,103)	\$ 900,000	

# General Ledger Expense vs Budget with Encumbrances by Fund

User: rdodge  
Printed: 12/6/2019 11:40:21 AM  
Period 11 - 11  
Fiscal Year 2019



Fund	Description	Budget	Period Amt	End Bal	Variance	Encumbered	Available	% Available
<b>1</b>	<b>Corporate</b>							
1	Bank Fees & Charges	13,500.00	2,126.37	14,062.18	-562.18	0.00	-562.18	-4.16
1	Performance Incentive Exp	0.00	0.00	33,759.57	-33,759.57	0.00	-33,759.57	0.00
<b>1</b>	<b>Corporate</b>	<b>13,500.00</b>	<b>2,126.37</b>	<b>47,821.75</b>	<b>-34,321.75</b>	<b>0.00</b>	<b>-34,321.75</b>	<b>-254.24</b>
<b>1</b>	<b>Operations</b>							
1	Electric Exp Labor	1,346,929.00	108,765.99	1,182,446.51	164,482.49	0.00	164,482.49	12.21
1	Electric Exp OH	960,759.00	48,951.37	591,481.39	369,277.61	0.00	369,277.61	38.44
1	Interconnection Exp 3rd Unit	2,000.00	168.28	1,851.08	148.92	0.00	148.92	7.45
1	Power House & Dam Util	19,500.00	5,130.47	23,344.96	-3,844.96	0.00	-3,844.96	-19.72
1	Dam Monitoring	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
1	Operations Office Supplies	4,150.00	286.41	4,237.11	-87.11	0.00	-87.11	-2.10
1	Dam Supplies	7,000.00	679.56	7,565.75	-565.75	0.00	-565.75	-8.08
1	Furnishings & Misc. Equipment	12,200.00	0.00	380.01	11,819.99	0.00	11,819.99	96.89
1	Safety Supplies & Related	59,075.00	1,277.44	15,394.00	43,681.00	38,651.80	5,029.20	8.51
1	Site Utilities ME	34,300.00	3,297.04	31,911.20	2,388.80	0.00	2,388.80	6.96
1	Resource Mgmt USFS Beardsley	108,000.00	0.00	99,159.26	8,840.74	0.00	8,840.74	8.19
1	Travel & Conference	32,000.00	2,020.16	14,500.35	17,499.65	176.00	17,323.65	54.14
1	Schools & Training	24,365.00	1,515.80	14,905.80	9,459.20	0.00	9,459.20	38.82
1	Trustee Fees Operations	2,000.00	166.66	1,843.26	156.74	0.00	156.74	7.84
1	Small Tools	2,000.00	0.00	966.41	1,033.59	0.00	1,033.59	51.68
1	Depreciation	1,844,328.00	155,587.72	1,682,357.53	161,970.47	0.00	161,970.47	8.78
1	FERC Relicence Amortization	83,100.00	6,924.99	76,174.89	6,925.11	0.00	6,925.11	8.33
1	Beardsley Recreation Amort	150,432.00	12,536.02	137,896.22	12,535.78	0.00	12,535.78	8.33
<b>1</b>	<b>Operations</b>	<b>4,697,138.00</b>	<b>347,307.91</b>	<b>3,886,415.73</b>	<b>810,722.27</b>	<b>38,827.80</b>	<b>771,894.47</b>	<b>16.43</b>
<b>1</b>	<b>Maintenance</b>							
1	Comms & Security Labor	1,131,127.00	58,411.20	719,310.72	411,816.28	0.00	411,816.28	36.41
1	Comms & Security OH	829,994.00	21,349.50	318,451.65	511,542.35	0.00	511,542.35	61.63
1	Maintenance Office Supplies	1,500.00	20.69	655.88	844.12	0.00	844.12	56.27
1	Safety Supplies & Related	19,000.00	2,229.92	10,579.58	8,420.42	1,477.73	6,942.69	36.54
1	Maint & Repairs - Structures	282,900.00	1,737.65	28,763.94	254,136.06	20,081.58	234,054.48	82.73
1	Maint & Repairs - Facilities	1,952,050.00	1,437,340.49	1,699,523.74	252,526.26	259,629.28	-7,103.02	-0.36
1	Maint & Repairs - Plant	188,184.20	32,669.92	143,732.14	44,452.06	10,073.99	34,378.07	18.27
1	Electronic Exp	221,150.00	75.23	185,241.72	35,908.28	1,744.00	34,164.28	15.45
1	Site Improvements	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
1	Misc Hydro Expense	34,000.00	0.00	5,355.61	28,644.39	1,487.00	27,157.39	79.87
1	ComputerMicro Repair Replace	11,800.00	525.06	5,801.02	5,998.98	0.00	5,998.98	50.84

Fund	Description	Budget	Period Amt	End Bal	Variance	Encumbered	Available	% Available
1	Radio Repair & Replace Ops Ctr	3,300.00	1,355.98	1,537.23	1,762.77	0.00	1,762.77	53.42
1	Power Line Repair & Maint	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
1	Comms & Security Sys	52,440.00	5,956.55	45,335.04	7,104.96	4,888.00	2,216.96	4.23
1	Routine Road Maintenance	154,000.00	0.00	4,032.80	149,967.20	0.00	149,967.20	97.38
1	Donnells Extended Repair	0.00	0.00	48,084.00	-48,084.00	0.00	-48,084.00	0.00
1	Travel & Conference	9,700.00	0.00	4,212.36	5,487.64	175.00	5,312.64	54.77
1	Schools & Training	20,150.00	0.00	17,895.00	2,255.00	0.00	2,255.00	11.19
1	Reservoir Management	18,500.00	0.00	8,159.23	10,340.77	0.00	10,340.77	55.90
1	Rolling Stock Maint/Repair	75,000.00	16,200.72	90,799.84	-15,799.84	2,437.19	-18,237.03	-24.32
1	Shop Supplies	20,000.00	1,502.47	20,128.78	-128.78	573.86	-702.64	-3.51
1	Small Tools	12,000.00	1,560.80	19,035.73	-7,035.73	0.00	-7,035.73	-58.63
1	Miscellaneous Equipment	16,400.00	200.00	2,585.00	13,815.00	0.00	13,815.00	84.24
1	Disposal Expense	6,000.00	452.22	4,299.21	1,700.79	0.00	1,700.79	28.35
1	Fuel and Fuel Tax	95,000.00	13,232.73	90,309.73	4,690.27	0.00	4,690.27	4.94
1	Equipment Operation & Maint	15,200.00	23.54	5,501.72	9,698.28	0.00	9,698.28	63.80
1	Major Road Repairs	60,000.00	0.00	369.67	59,630.33	53,375.51	6,254.82	10.42
1	Tulloch Spillway Road Repairs	900,000.00	16,897.50	16,897.50	883,102.50	0.00	883,102.50	98.12
1	<b>Maintenance</b>	<b>6,149,395.20</b>	<b>1,611,742.17</b>	<b>3,496,598.84</b>	<b>2,652,796.36</b>	<b>355,943.14</b>	<b>2,296,853.22</b>	<b>37.35</b>
1	<b>Administrative</b>							
1	Administrative Labor	0.00	1,014.11	10,981.45	-10,981.45	0.00	-10,981.45	0.00
1	Administrative OH	0.00	45,857.36	673,588.40	-673,588.40	0.00	-673,588.40	0.00
1	Office & Administrative Expens	27,600.00	5,588.35	39,674.60	-12,074.60	250.00	-12,324.60	-44.65
1	Prof. Organizations & Subscrip	25,700.00	2,274.00	24,027.98	1,672.02	0.00	1,672.02	6.51
1	Utilities Straw	36,500.00	3,107.26	33,968.25	2,531.75	0.00	2,531.75	6.94
1	Travel & Conference	34,500.00	824.86	8,587.20	25,912.80	0.00	25,912.80	75.11
1	Meals	3,750.00	232.00	2,806.75	943.25	0.00	943.25	25.15
1	Drug Testing & Physicals	1,500.00	0.00	863.00	637.00	1,200.00	-563.00	-37.53
1	Computers and Related	11,700.00	2,246.60	3,475.38	8,224.62	0.00	8,224.62	70.30
1	Schools & Training	5,500.00	0.00	529.43	4,970.57	0.00	4,970.57	90.37
1	Telephone Expense	21,550.00	2,772.93	25,755.33	-4,205.33	0.00	-4,205.33	-19.51
1	Data Communications Services	3,464.00	346.51	4,758.77	-1,294.77	0.50	-1,295.27	-37.39
1	Website Internet & Network	33,300.00	2,095.00	38,847.26	-5,547.26	2,095.00	-7,642.26	-22.95
1	Legal Fees	205,500.00	12,293.50	259,715.29	-54,215.29	0.00	-54,215.29	-26.38
1	Reservoir Management	4,500.00	0.00	4,879.00	-379.00	1.00	-380.00	-8.44
1	Auditing Services	14,688.00	0.00	20,938.00	-6,250.00	0.00	-6,250.00	-42.55
1	Accounting & PR Software & Svc	10,046.00	837.24	10,972.14	-926.14	0.00	-926.14	-9.22
1	FERC Part 12 Inspections	37,000.00	0.00	0.00	37,000.00	0.00	37,000.00	100.00
1	Stategic Communication PR	60,000.00	150.00	12,625.68	47,374.32	47,374.32	0.00	0.00
1	2019 Shoreline Management Conf	0.00	0.00	20,864.07	-20,864.07	0.00	-20,864.07	0.00
1	License Condition Implement	25,000.00	5,751.35	22,196.03	2,803.97	3,528.97	-725.00	-2.90
1	Shoreline Erosion Mgmt Plan	120,000.00	0.00	0.00	120,000.00	53,896.00	66,104.00	55.09
1	Tulloch Rec Plan - Article 409	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
1	Tulloch Shoreline Mgmt Plan	22,500.00	0.00	0.00	22,500.00	0.00	22,500.00	100.00
1	Mussel Risk, Insp & Monitor	6,100.00	0.00	0.00	6,100.00	0.00	6,100.00	100.00
1	FERC Cultural Resource Tulloch	57,700.00	8,540.32	29,700.65	27,999.35	29,454.35	-1,455.00	-2.52
1	FERC Cultural Res - DonnBeard	201,500.00	84,163.75	104,109.25	97,390.75	88,006.68	9,384.07	4.66
1	Fish Study Publications	100,000.00	4,690.00	94,265.00	5,735.00	5,735.00	0.00	0.00
1	USBR Pln of Opr & SWRCB	360,000.00	40,000.00	500,000.00	-140,000.00	0.00	-140,000.00	-38.89
1	Lower River Non-native Investi	1,000,000.00	-16,667.00	816,666.35	183,333.65	0.00	183,333.65	18.33

Fund	Description	Budget	Period Amt	End Bal	Variance	Encumbered	Available	% Available
1	Adult Chinook Life Cycle	550,000.00	45,833.33	504,166.63	45,833.37	0.00	45,833.37	8.33
1	Reliability Consulting	45,000.00	7,196.91	7,196.91	37,803.09	19,603.09	18,200.00	40.44
1	Labor Relations NegConsulting	5,000.00	0.00	0.00	5,000.00	25,200.00	-20,200.00	-404.00
1	Haz Mat Business Plan	2,500.00	0.00	2,289.75	210.25	0.00	210.25	8.41
1	Legal Fees Fish Studies	100,000.00	12,375.00	81,573.67	18,426.33	18,426.33	0.00	0.00
1	Liability Insurance	407,500.00	44,669.50	386,857.23	20,642.77	0.00	20,642.77	5.07
1	Property and Use Taxes	20,000.00	180.56	46,600.99	-26,600.99	0.00	-26,600.99	-133.00
1	Legal-Stan River Basin Plan	36,000.00	0.00	0.00	36,000.00	0.00	36,000.00	100.00
1	Stanislaus River Basin Plan	738,490.00	0.00	116,163.32	622,326.68	0.00	622,326.68	84.27
1	Dam Safety Fees	215,566.00	15,786.50	207,806.98	7,759.02	0.00	7,759.02	3.60
1	State Water Rights Fees	14,000.00	27,375.00	27,375.00	-13,375.00	0.00	-13,375.00	-95.54
1	FERC Admin & Land Fees	205,000.00	0.00	143,089.59	61,910.41	0.00	61,910.41	30.20
1	Streamgaging	73,150.00	12,050.00	65,600.00	7,550.00	6,025.02	1,524.98	2.08
1	Streamgaging Cert USGS	52,200.00	4,454.18	47,186.46	5,013.54	0.00	5,013.54	9.60
1	FERC USBR HWB Tulloch	90,500.00	7,541.67	82,958.37	7,541.63	0.00	7,541.63	8.33
1	USFS Permit Fees	11,529.00	960.74	10,568.14	960.86	0.00	960.86	8.33
1	FERC EAP PMF Security Plan	106,900.00	6,742.01	59,581.01	47,318.99	57,848.99	-10,530.00	-9.85
1	Legal - District Water Rights	120,000.00	0.00	19,460.16	100,539.84	0.00	100,539.84	83.78
1	Washington Advocacy & PR	121,000.00	10,054.39	101,249.43	19,750.57	0.00	19,750.57	16.32
1	Relicense Special Consultants	5,000.00	0.00	6,476.90	-1,476.90	0.00	-1,476.90	-29.54
1	<b>Administrative</b>	<b>5,373,933.00</b>	<b>401,337.93</b>	<b>4,680,995.80</b>	<b>692,937.20</b>	<b>358,645.25</b>	<b>334,291.95</b>	<b>6.22</b>
1	<b>Capital Exp Fixed Asset</b>							
1	Flag & Flag Pole Labor	124,290.00	0.00	0.00	124,290.00	0.00	124,290.00	100.00
1	Flag & Flag Pole OH	82,860.00	0.00	0.00	82,860.00	0.00	82,860.00	100.00
1	300kW Diesel Generator	75,000.00	0.00	0.00	75,000.00	73,948.88	1,051.12	1.40
1	Siemens SCADA modern hardware	82,993.00	0.00	0.00	82,993.00	68,245.06	14,747.94	17.77
1	Low Level Valve Actuator	0.00	0.00	0.00	0.00	7,308.00	-7,308.00	0.00
1	One Ton Truck	57,000.00	0.00	0.00	57,000.00	58,063.26	-1,063.26	-1.87
1	Cooling System Upgrade	110,000.00	0.00	0.00	110,000.00	4,706.00	105,294.00	95.72
1	Wells Cargo Trailer (2)	13,000.00	0.00	0.00	13,000.00	0.00	13,000.00	100.00
1	34 ton maint truck	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
1	Rock Breaker for excavloader	39,944.00	0.00	0.00	39,944.00	11,709.80	28,234.20	70.68
1	Henke Helper 10ft Plow	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1	Repl Micro Link to SP	72,428.00	0.00	0.00	72,428.00	67,267.38	5,160.62	7.13
1	Dell 730R Server	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
1	Upgrade DVR's (9)	85,500.00	0.00	0.00	85,500.00	0.00	85,500.00	100.00
1	Upgrade SCADA RTURTAC	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
1	DVR replacement	9,500.00	0.00	0.00	9,500.00	0.00	9,500.00	100.00
1	Upg radio link SP to DDM	150,000.00	0.00	0.00	150,000.00	28,651.48	121,348.52	80.90
1	Parts washer cabinet w timer	9,000.00	0.00	0.00	9,000.00	0.00	9,000.00	100.00
1	Battery Test Set Equip	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
1	O'Byrnes Public Access Prop	675,000.00	0.00	0.00	675,000.00	19,490.73	655,509.27	97.11
1	New repeaer	20,000.00	0.00	0.00	20,000.00	16,163.19	3,836.81	19.18
1	Flag & Flag Pole	7,000.00	0.00	0.00	7,000.00	0.00	7,000.00	100.00
1	50kW propane generator	25,500.00	0.00	0.00	25,500.00	232.00	25,268.00	99.09
1	Low level power drive	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	100.00
1	ConVault Tank for Donnells	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
1	Skimmer Gate Actuator	55,000.00	0.00	0.00	55,000.00	0.00	55,000.00	100.00
1	Telemetry upgrade	30,000.00	0.00	0.00	30,000.00	618.78	29,381.22	97.94



Fund	Description	Budget	Period Amt	End Bal	Variance	Encumbered	Available	% Available
1	Upgrad GenTrans Protect 1 & 2	36,831.00	0.00	0.00	36,831.00	8,271.31	28,559.69	77.54
1	Upgrade SCADA RTURTAC	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
1	ISO Metering Donnell's	35,000.00	0.00	0.00	35,000.00	2,992.71	32,007.29	91.45
1	Fire Suppression Sys Unit 1&2	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	100.00
1	Fire Suppression System Beards	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	100.00
1	Capital Exp Fixed Asset	2,042,846.00	0.00	0.00	2,042,846.00	367,668.58	1,675,177.42	82.00
Expense Total		18,276,812.20	2,362,514.38	12,111,832.12	6,164,980.08	1,121,084.77	5,043,895.31	0.276
1	Tri Dam Project	18,276,812.20	2,362,514.38	12,111,832.12	6,164,980.08	1,121,084.77	5,043,895.31	27.60
Expense Total		18,276,812.20	2,362,514.38	12,111,832.12	6,164,980.08	1,121,084.77	5,043,895.31	0.276



**Tri-Dam Project**  
Reserve Funds / Investment Portfolio  
November 30, 2019

**1. Revenue / Operating Fund**

CUSIP	Issue Date	Description	Moody's Rating	Purchase Date	Maturity Date	Purchase Price	Face Amount	Principal	Market Value	Gain/(Loss)	Coupon	Yield to Maturity	Average Life
3134G8JT7	2/24/2016	FHLMC Bullet	US Agency	8/29/2017	2/24/2020	100.063	70,000	70,044	69,983	(61)	1.50%	1.47%	0.24
3130ADN32	2/9/2018	FHLB Bullet	US Agency	3/15/2018	2/11/2020	99.651	210,000	209,267	210,179	911	2.13%	2.31%	0.20
3133EFBF3	8/27/2015	FFCB Bullet	US Agency	8/17/2017	8/27/2020	100.188	480,000	480,902	480,010	(893)	1.65%	1.59%	0.74
313376XN0	2/8/2012	FHLB Bullet	US Agency	10/12/2017	2/8/2021	101.144	485,000	490,548	487,386	(3,162)	2.10%	1.74%	1.19
313378JP7	3/5/2012	FHLB Bullet	US Agency	10/12/2017	9/10/2021	101.959	480,000	489,403	485,779	(3,624)	2.38%	1.85%	1.78
3135G0S38	1/9/2017	FNMA Bullet	US Agency	10/26/2017	1/5/2022	99.911	480,000	479,572	483,470	3,899	2.00%	2.02%	2.10
3130AC5A8	8/15/2017	FHLB Bullet	US Agency	8/17/2017	8/15/2022	99.862	480,000	479,339	481,968	2,629	1.85%	1.88%	2.71
3135G0T94	1/23/2018	FNMA Bullet	US Agency	3/21/2018	1/19/2023	98.278	480,000	471,736	490,632	18,896	2.38%	2.76%	3.14
							3,165,000	3,170,812	3,189,407	18,595	2.05%	1.98%	1.79
31846V203	NA	First Am Govt Obligation MMF	AAAm	NA	NA	100.000	87,341	87,341	87,341	-	1.23%	1.23%	0.00
<b>Total - Revenue / Operating Fund</b>							<b>\$3,252,341</b>	<b>\$3,258,153</b>	<b>\$3,276,748</b>	<b>\$18,595</b>	<b>2.03%</b>	<b>1.96%</b>	<b>1.74</b>

**2. Maintenance Fund**

CUSIP	Issue Date	Description	Moody's Rating	Purchase Date	Maturity Date	Purchase Price	Face Amount	Principal	Market Value	Gain/(Loss)	Coupon	Yield to Maturity	Average Life
3134G8JT7	2/24/2016	FHLMC Bullet	US Agency	8/29/2017	2/24/2020	99.774	730,000	728,354	729,825	1,471	1.50%	1.59%	0.24
3133EFBF3	8/27/2015	FFCB Bullet	US Agency	8/17/2017	8/27/2020	99.798	730,000	728,524	730,015	1,491	1.65%	1.72%	0.74
3133EJHD4	3/22/2018	FFCB Bullet	US Agency	3/22/2018	3/22/2021	100.000	625,000	625,000	631,938	6,938	2.48%	2.48%	1.31
313378JP7	3/5/2012	FHLB Bullet	US Agency	10/12/2017	9/10/2021	101.309	730,000	739,557	738,789	(768)	2.38%	2.02%	1.78
3135G0S38	1/9/2017	FNMA Bullet	US Agency	10/26/2017	1/5/2022	99.493	720,000	716,347	725,206	8,858	2.00%	2.13%	2.10
3130AC5A8	8/15/2017	FHLB Bullet	US Agency	8/17/2017	8/15/2022	99.199	730,000	724,149	732,993	8,844	1.85%	2.02%	2.71
3135G0T94	1/23/2018	FNMA Bullet	US Agency	3/21/2018	1/19/2023	98.212	755,000	741,502	771,723	30,221	2.38%	2.77%	3.14
3133EJSD2	6/19/2018	FFCB Bullet	US Agency	10/5/2018	6/19/2023	98.989	700,000	692,923	730,653	37,730	2.89%	3.12%	3.55
							5,720,000	5,696,357	5,791,141	94,784	2.13%	2.23%	1.95
31846V203	NA	First Am Govt Obligation MMF	AAAm	NA	NA	100.000	3,027,977	3,027,977	3,027,977	-	1.23%	1.23%	0.00
<b>Total - Maintenance Fund</b>							<b>\$8,747,977</b>	<b>\$8,724,333</b>	<b>\$8,819,117.65</b>	<b>\$94,784</b>	<b>1.82%</b>	<b>1.88%</b>	<b>1.28</b>
<b>Total - Both Funds</b>							<b>\$12,000,318</b>	<b>\$11,982,487</b>	<b>\$12,095,866</b>	<b>\$113,379</b>	<b>1.88%</b>	<b>1.90%</b>	<b>1.40</b>

Other Monthly Activity - Revenue / Operating Fund:

None

Other Monthly Activity - Maintenance Fund:

None

Monthly Net Cash Flow - Revenue / Operating Fund:

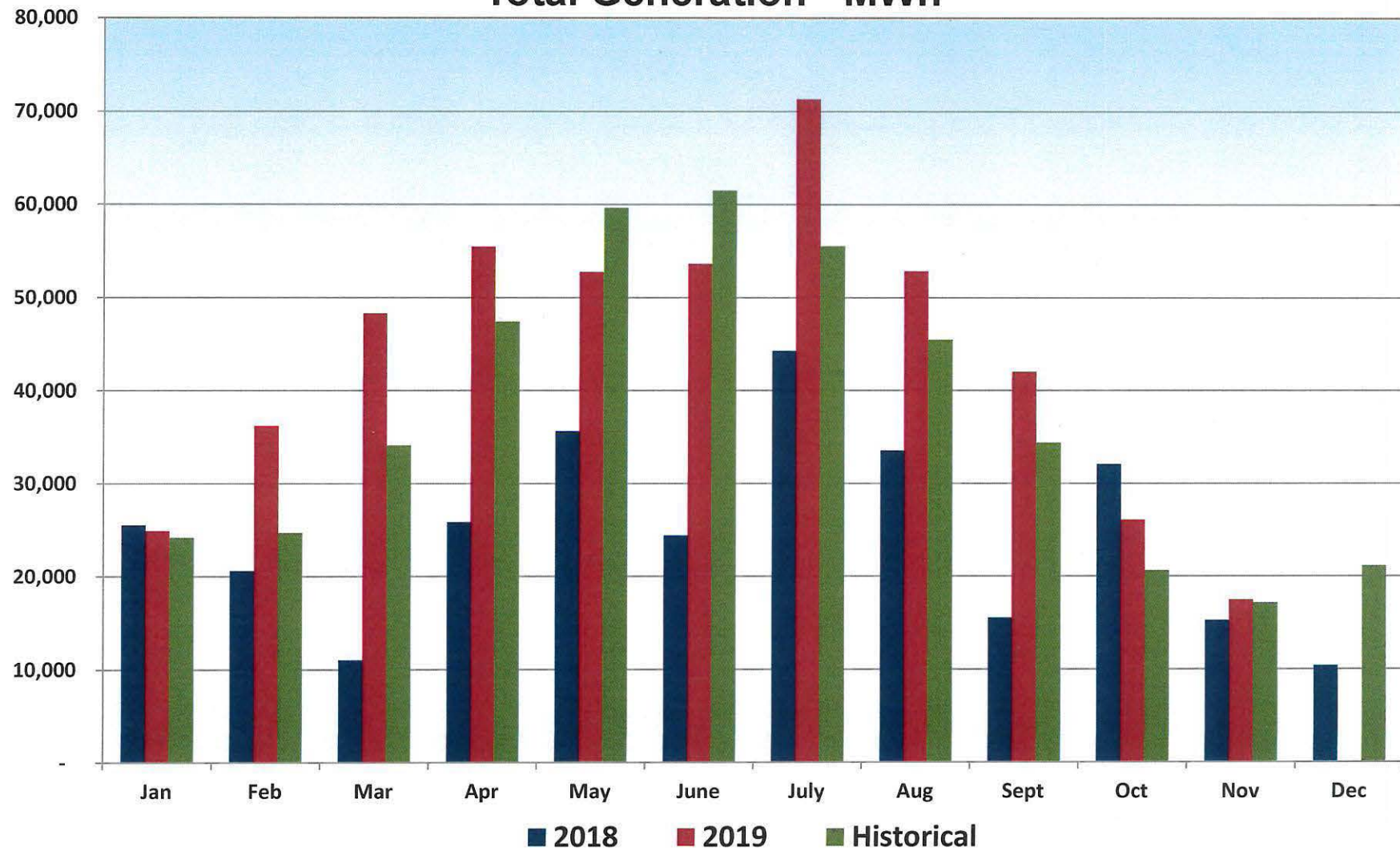
\$ 26.73

Monthly Net Cash Flow - Maintenance Fund:

\$ 3,726.10

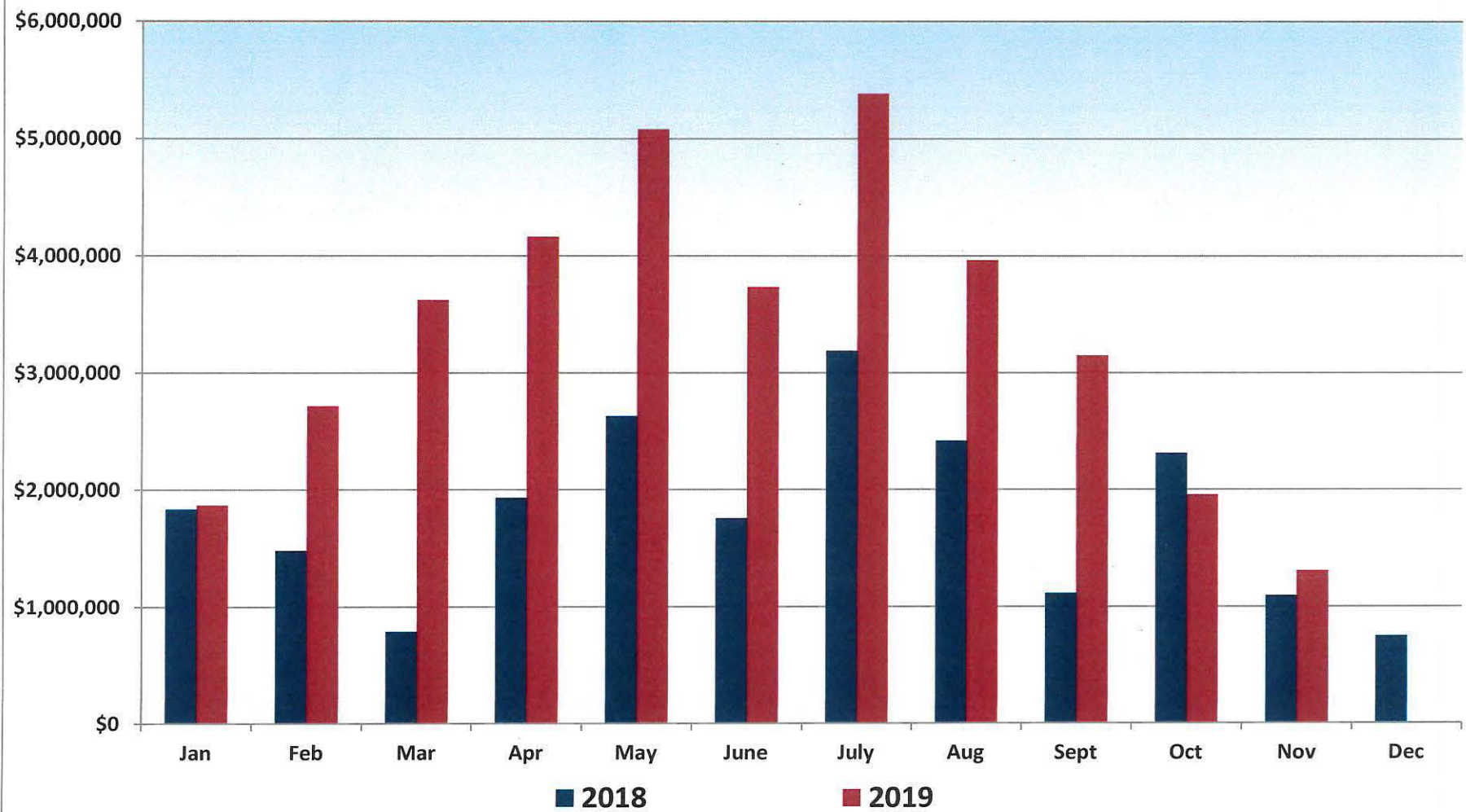
Market values provided by U.S. Bank

## Tri-Dam Project Total Generation - MWh

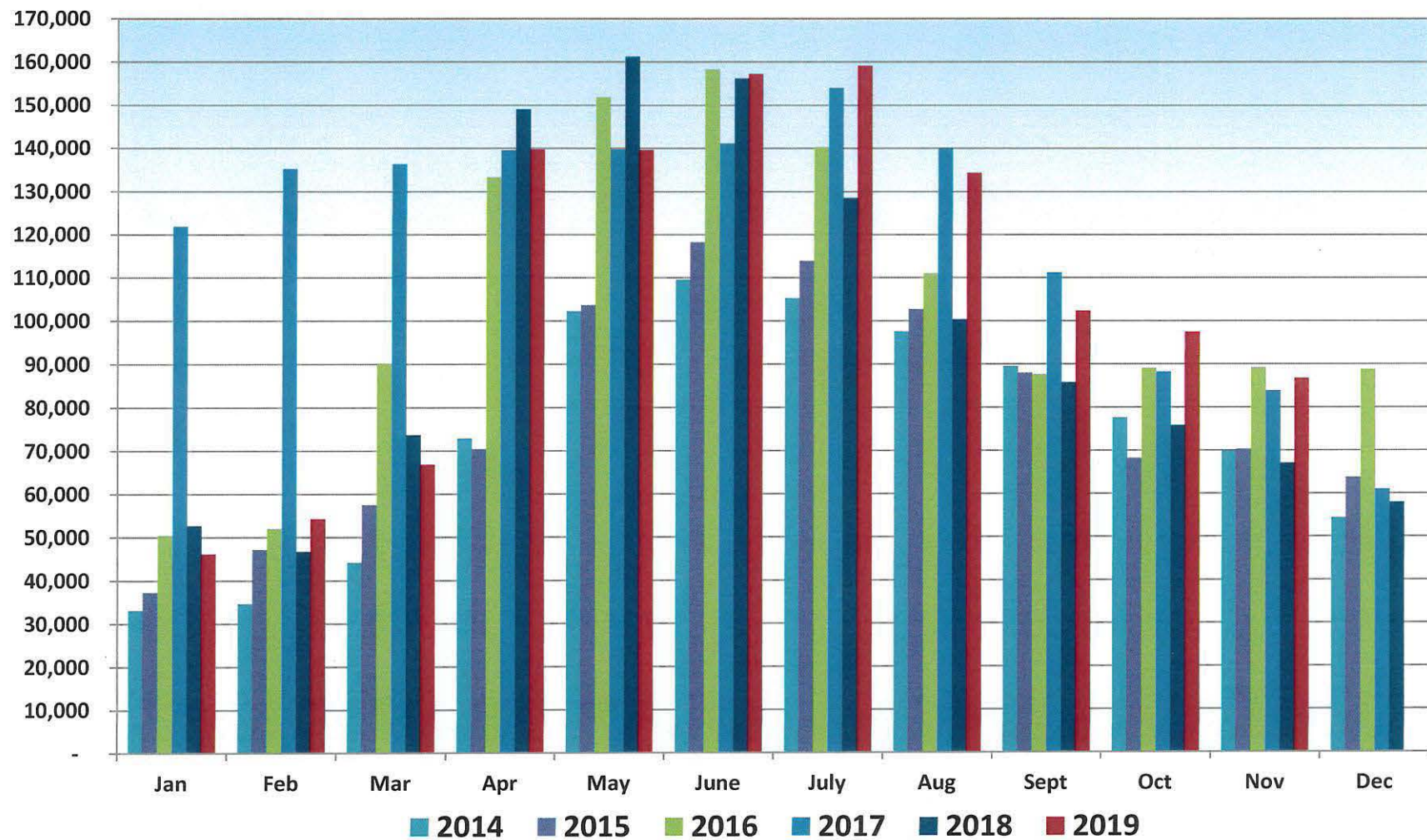




## Tri-Dam Project Generation Revenue



## Tri-Dam Project Storage AF - Donnells & Beardsley



# Tri-Dam Project

## Statement of Obligations

Period Covered

**November 1, 2019 to November 30, 2019**

**Tri Dam Project  
Statement of Obligations**

**Period Covered**

**From      To**

**November 1, 2019 to November 30, 2019**

	<u>No. Chks.</u>	<u>Amount</u>
<b><u>Vendor Check Register Report</u></b> (Please see attached Check Listing)	94	\$1,971,987.52

**Payrolls - Net Charges**

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>	
14-Nov-19	Regular	\$ 163,822.29	
27-Nov-19	Regular	\$ 90,989.53	
Total Net Payroll		<u>\$ 254,811.82</u>	\$ 254,811.82

<b>Total Disbursements for the Period</b>	<u><u>\$2,226,799.34</u></u>
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**Distribution Between Districts ~**

Oakdale Irrigation District	\$ 1,113,399.67
South San Joaquin Irrigation District	\$ 1,113,399.67

<b>Total Districts</b>	<u><u>\$ 2,226,799.34</u></u>
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**TRI-DAM PROJECT  
STATEMENT OF OBLIGATIONS**

**Period Covered  
November 1, 2019 to November 30, 2019**

<b>One-Half Oakdale Irrigation District</b>	<b>\$ 1,113,399.67</b>
<b>One-Half South San Joaquin Irrigation Distict</b>	<b>\$ 1,113,399.67</b>
<b>Total Obligations</b>	<b><u>\$ 2,226,799.34</u></b>

**CERTIFICATION**

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Tom D. Orvis

\_\_\_\_\_  
Gail Altieri

\_\_\_\_\_  
Linda Santos

\_\_\_\_\_  
Herman Doornenbal

\_\_\_\_\_  
Brad DeBoer

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

\_\_\_\_\_  
John Holbrook

\_\_\_\_\_  
Robert A. Holmes

\_\_\_\_\_  
Dave Kamper

\_\_\_\_\_  
Ralph Roos

\_\_\_\_\_  
Mike Weststeyn

Each of the undersigned certifies that he is President or Secretary of his respective District;  
That the amounts designated above have been properly incurred as an obligation of the Tri-Dam Project; that  
checks for payment of said amounts have been drawn on a Tri-Dam Project account at Oak Valley Community  
Bank, Sonora, California.

**OAKDALE IRRIGATION DISTRICT  
PRESIDENT,**

\_\_\_\_\_  
Tom D. Orvis

**SECRETARY,**

\_\_\_\_\_  
Steve Knell

\_\_\_\_\_  
Date

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
PRESIDENT,**

\_\_\_\_\_  
Dave Kamper

**SECRETARY,**

\_\_\_\_\_  
Peter M. Rietkerk

\_\_\_\_\_  
Date



# Project

## November Checks by Amount



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
126169	11260	Sierra Mountain Construction, Inc.	11/21/2019	Beardsley Abay repair	1,358,167.50
126162	10294	FISHBIO Environmental LLC	11/22/2019	Fish Studies	109,190.86
126164	10347	HDR Engineering, Inc.	11/22/2019	Beardsley Date Recovery, Noxious Weed Mgmt, Cultural Resources	98,455.42
126159	10202	Condor Earth Technologies	11/22/2019	Beardsley Abay seepage investigation	76,046.91
126167	10501	O'Laughlin & Paris	11/22/2019	Legal Matters	40,024.00
126145	10124	CA Dept of Tax & Fee Administration	11/18/2019	Use Tax	27,375.00
126091	10946	EnerSys Delaware Inc.	11/05/2019	Batteries - Beardsley	26,857.89
126132	11177	ES West Coast, LLC	11/15/2019	50kW Generator & Warranty	23,807.85
126122	10815	Cal PERS System	11/14/2019	EE/ER Retirement Plan	18,110.52
126078	10815	Cal PERS System	11/04/2019	EE/ER Retirement Plan	17,919.52
126166	10500	OID ~ Routine	11/22/2019	Abay Repair Expenses Reimbursement	16,897.50
126101	10435	McCoy Tire Co. of Sonora Inc.	11/05/2019	Tires	14,704.74
126171	10900	Chase Cardmember Service	11/22/2019	Office supplies, EPTC training, travel, misc parts, WECC workshop	11,955.85
126168	11204	VNF Solutions	11/22/2019	Jasan Larrabee - Consulting Services	10,054.39
126086	10111	Breshears Inc. W. H.	11/05/2019	Fuel	8,414.60
126127	10111	Breshears Inc. W. H.	11/15/2019	Fuel	7,846.00
126147	10858	California Electrical Services, Inc.	11/18/2019	Beardsley Relay Testing	7,196.91
126154	10991	State Compensation Insurance Fund	11/18/2019	Final Audit Statement 2018-19	7,033.83
126112	10778	Watermark Engineering Inc.	11/05/2019	Streamgaging - October	6,025.00
126156	10778	Watermark Engineering Inc.	11/18/2019	Streamgaging - November	6,025.00
126150	10514	Pacific Gas & Electric Co.	11/18/2019	Utilities	4,501.09
126131	10946	EnerSys Delaware Inc.	11/15/2019	Battery Rack - Beardsley	4,483.17
126119	10771	W.D. Edwards Co. LLC	11/06/2019	ODSP Audit	4,422.01
126121	10183	Cal PERS S457 Plan	11/14/2019	EE Supl Retirement Plan	4,052.00
126141	10991	State Compensation Insurance Fund	11/15/2019	Workers Compensation	3,748.50
126160	10993	Dillon and Murphy Consulting Civil Engin	11/22/2019	Tulloch Recreation Plan	3,301.50
126120	11275	Jessica Lamphere	11/08/2019	Lease Termination - J. Zimmerman	3,200.00
126077	10183	Cal PERS S457 Plan	11/04/2019	EE Supl Retirement Plan	3,052.00
126082	11272	Best Performance, LLC	11/05/2019	Tulloch Performance Deposit Refund	3,000.00
126118	10402	Kamps Propane	11/06/2019	Utilities	2,769.39
126144	10067	AT&T - SBC - Pac Bell	11/18/2019	Telephone	2,586.56
126161	10250	Downey Brand Attorneys LLP.	11/22/2019	Tulloch Litigation	2,248.50
126130	11237	Dell Financial Services LLC	11/15/2019	Computer/Laptop - Larson	2,246.60
126097	10320	General Supply Co.	11/05/2019	Abay conduit & temp. wire, Mt. Eliz. repairs	2,244.21
126163	11074	Gannett Fleming, Inc.	11/22/2019	EAP Table Top & Functinal Exercise	2,200.21
126081	10663	Standard Insurance Co.	11/04/2019	STD/LTD Disability Insurance	2,154.24
126080	10812	Nationwide Retirement Solution	11/04/2019	EE Supl Retirement Plan	2,150.00
126124	10812	Nationwide Retirement Solution	11/14/2019	EE Supl Retirement Plan	2,150.00
126107	10611	Sierra Controls LLC	11/05/2019	New Radio Link - Strawberry	2,110.00
126088	10935	datapath	11/05/2019	Network Support	2,095.00
126138	10877	Ray's Radio Shop, Inc.	11/15/2019	Mobile/Portable Radios - Two Technicians	1,355.98
126079	10811	IBEW	11/04/2019	EE Union Dues	1,232.64
126123	10811	IBEW	11/14/2019	EE Union Dues	1,232.64
126093	10288	Fastenal Co.	11/05/2019	Job box, lugs & misc parts	1,179.16
126134	11268	Global Tower Service, Inc.	11/15/2019		858.44
126140	10666	Star Microwave Service Corp.	11/15/2019		831.19
126133	11233	Fibrotec, Inc.	11/15/2019		816.47
126106	11002	Rancheria Del Rio Estanislous, LLC	11/05/2019		800.00
126146	11003	CalChamber	11/18/2019		749.00
126102	10439	McMaster-Carr Supply Co.	11/05/2019		732.58

126151	10588	Santa Fe Electric Inc.	11/18/2019		716.00
126149	10439	McMaster-Carr Supply Co.	11/18/2019		670.24
126099	10402	Kamps Propane	11/05/2019		658.69
126115	11048	Fastenal (Vending)	11/06/2019		644.13
126136	10831	Mangan Meticulous	11/15/2019		625.00
126172	11254	Foxguard Solutions	11/22/2019		584.06
126090	10227	Del Oro Water Co. Inc.	11/05/2019		554.56
126135	10984	Longson Document & Paper Shredding	11/15/2019		547.32
126113	10343	Harold Barnes	11/06/2019	Employee Reimbursement - Safety Glasses	532.70
126083	11240	Arnett Industries, LLC	11/05/2019		462.39
126100	10879	Lowe's	11/05/2019		462.31
126092	11048	Fastenal (Vending)	11/05/2019		403.40
126098	10938	Great America Financial Svcs.	11/05/2019		358.42
126084	10068	AT&T Corp - Data Link	11/05/2019		336.38
126104	10466	Mountain Oasis Water Systems & Btl Co I	11/05/2019		284.75
126139	10665	Staples	11/15/2019		277.16
126111	10776	Waste Mgmt of Cal Sierra Inc.	11/05/2019		260.84
126095	10300	Frasco Profiles	11/05/2019		252.00
126108	11005	Sonora Lumber Company	11/05/2019		231.55
126116	10887	Thomas Hardie	11/06/2019	Employee Travel Reimbursement - WECC Conference	207.26
126143	11244	Arthur J. Gallagher & Co.	11/18/2019		204.00
126105	11273	Peppery Gar & Brill	11/05/2019		200.00
126152	10933	Smile Business Products	11/18/2019		185.47
126142	10718	Tractor Supply Credit Plan	11/15/2019		172.91
126137	10513	Pacific Gas & Elec - Non Util	11/15/2019		168.28
126125	10044	American Valley Waste Oil Inc.	11/15/2019		167.50
126165	11028	MHD Group, Inc.	11/22/2019		150.00
126096	10319	General Plumbing Supply Co Inc.	11/05/2019		126.91
126114	11086	Benefit Resource, Inc.	11/06/2019		125.00
126170	10111	Breshears Inc. W. H.	11/22/2019		113.48
126129	10185	Clark Pest Control - Termite	11/15/2019		101.00
126087	10154	Calaveras Telephone Co.	11/05/2019		100.74
126155	10749	UPS	11/18/2019		90.86
126103	11012	Virginia Modrell	11/05/2019	Employee Travel Reimbursement - CalPERS Conference	71.38
126085	10971	Bear's Garden Florist	11/05/2019		66.50
126110	11258	Verizon	11/05/2019		63.21
126117	10399	JS West Propane Gas	11/06/2019		35.14
126089	10225	Debco Automotive Supply Inc.	11/05/2019		29.14
126109	10749	UPS	11/05/2019		28.55
126153	10641	Sonora Airco Gas & Gear	11/18/2019		25.70
126128	10986	Cal-Waste Recovery Systems, LLC	11/15/2019		23.88
126094	10290	Federal Express	11/05/2019		23.79
126148	10428	M C I	11/18/2019		22.42
126126	10866	AT&T Teleconference Services	11/15/2019		10.13

Report Total: \$ 1,971,987.52

# **COMM SITES LICENSE AGREEMENTS**

## SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to License Agreement ("Second Amendment") is made as of the date of last signature below, by and between Tri-Dam Project, a joint venture of the Oakdale Irrigation District and the South San Joaquin Irrigation District ("Licensor"), and Pinnacles Cellular, Inc., d/b/a Verizon Wireless ("Licensee"), with reference to the facts set forth in the Recitals below:

### RECITALS

A. Pursuant to that certain Communication Use Lease dated January 16, 2004 ("Master Lease"), between Licensor and the United States of America, acting through the Forest Service, Department of Agriculture ("Forest Service"), Licensor leases a portion of the federally owned land located in Tuolumne County, California ("Property"), which Property is more particularly described in Exhibit A attached to the Agreement (defined below), for the operation of a communications site located at Mt. Elizabeth ("Site").

B. Licensor and Licensee, as successor-in-interest to California RSA No. 3 Limited Partnership, d/b/a Verizon Wireless, are parties to that certain License Agreement dated August 18, 2015 (the "Original Agreement"), as amended by that certain First Amendment to License Agreement dated January 12, 2017 (the "First Amendment," and, together with the Original Agreement, the "Agreement"), pursuant to which Licensee licenses space ("Premises") at the Site from Licensor for the operation of a communications site. The term of the Agreement expires on June 30, 2020.

C. Licensor and Licensee have agreed to amend the Agreement in order to (i) extend the term of the Agreement for an additional four (4) years from the current expiration date, and (ii) provide for two (2) options to further extend the term for an additional five (5) years each, all as set forth more fully below.

### AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** Any capitalized terms used in this Second Amendment that are not defined herein shall have the meanings given those terms in the Agreement.

2. **Term.** Commencing on July 1, 2020, the term of the Agreement shall be automatically extended for an additional four (4) years to June 30, 2024 ("New Expiration Date") unless Licensee terminates the Agreement by giving Licensor written notice of the intent to terminate at least ninety (90) days prior to the end of the current term.

3. **First Option to Extend.** Licensee shall have the option to extend the Agreement an additional five (5) years beyond the New Expiration Date. No later than thirty (30) days prior

to the New Expiration Date, Licensee shall notify Licensor of its decision to extend the Agreement for an additional five (5) years to June 30, 2029 ("Second Expiration Date"). Should Licensee fail to notify Licensor at least thirty (30) days prior to the New Expiration Date of its decision to extend the Agreement, the Agreement shall terminate.

4. **Second Option to Extend.** Licensee shall also have a second (2nd) option to extend the Agreement an additional five (5) years beyond the Second Expiration Date. No later than thirty (30) days prior to the Second Expiration Date, Licensee shall notify Licensor of its decision to extend the Agreement for an additional five (5) years to June 30, 2034. Should Licensee fail to notify Licensor at least thirty (30) days prior to the Second Expiration Date of its decision to extend the Agreement, the Agreement shall terminate. Under no circumstances shall the term of the Agreement be extended beyond June 30, 2034, without further amendment to the Agreement.

5. **Exhibits.** Exhibits B and D-1 to the Agreement are hereby supplemented with Exhibit E attached hereto. In the event of a conflict or inconsistency between Exhibits B and D-1 attached to the Agreement and Exhibit E attached hereto, Exhibit E shall control.

6. **Continued Effect.** Except as specifically modified by this Second Amendment, all of the terms and conditions of the Original Agreement and the First Amendment shall remain in full force and effect. In the event of a conflict between any term or provision of the Original Agreement, the First Amendment and this Second Amendment, the terms and provisions of this Second Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

[Signatures appear on next page]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Second Amendment to be executed by each party's duly authorized representative effective as of the date first above written.

**LICENSOR:**

Tri-Dam Project, a joint venture  
of the Oakdale Irrigation District  
and the South San Joaquin Irrigation District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

Pinnacles Cellular, Inc.,  
d/b/a Verizon Wireless,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**

(Amendment Map of Site Premises and Licensee's Equipment List)

[see attached]

**SAVE THE STAN**  
**CONTRACT**  
**EXTENSION**



## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is effective as of January 1, 2020, (the "Effective Date") by and between the **Tri-Dam Project**, a partnership of the **Oakdale** and **South San Joaquin Irrigation Districts**, irrigation districts governed by the provisions of Division 11 of the California Water Code (collectively, "Client"); and **MHD Group, Inc., a California Corporation d/b/a Marcia Herrmann Design** ("Consultant").

In consideration of the promises herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Services:** Client and Consultant agree Consultant will perform the following general services: **Various public relations and social media services pertaining to the Save the Stan campaign**

Services to be provided by Consultant ("Services") are specifically described in the Scope of Services and Fee Schedule attached hereto as **Exhibit A**, which is incorporated herein by this reference. Client may engage Consultant to perform additional services other than those described in **Exhibit A** only upon execution of a written amendment / work release.

Consultant's key personnel assigned to, and who shall be primarily responsible for carrying out the Services, are Marcia Herrmann, Dave Lyghtle, and Josh Park. Consultant may replace, substitute, reassign, or remove key personnel from the Services by written approval of the Client. However, where key personnel are subsequently unable to perform the Services due to absence, leave, or termination of employment, Client approval shall not be required but Consultant shall notify Client of the change.

2. **Term of Agreement.** This Agreement shall be effective immediately and shall remain in effect unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
3. **Schedule for Performance.** Consultant shall perform the Services as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
4. **Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Services shall be on a time and materials basis in accordance with the costs detailed in **Exhibit A**. The Scope of Services and Fee Schedule shall be effective for the duration of performance of the Services, unless otherwise negotiated by the parties, approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement.

Total compensation to Consultant for Services performed under this Agreement, including fees and expenses, shall not exceed the total costs detailed in **Exhibit A**.

5. **Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client's Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following

receipt thereof, and shall pay, within thirty (30) days' approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

6. **Notices.** Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

**"CLIENT"**

**Tri-Dam Project**

P.O. Box 1158  
Pinecrest, California 95364-0158  
Attn: Jarom Zimmerman, General Manager  
Telephone: (209) 965-3996  
Facsimile: (209) 965-4235

**"CONSULTANT"**

**MHD Group, Inc.**

1127 12<sup>th</sup> Street, Suite 203  
Modesto, CA 95354  
Attn: Marcia Herrmann  
Telephone: (209) 521-0388

With courtesy copies to:

**Oakdale Irrigation District**

1205 E. F Street  
Oakdale, California 95361  
Attn: Steve Knell, General Manager  
Telephone: (209) 847-0341  
Facsimile: (209) 847-3468

**South San Joaquin Irrigation District**

P.O. Box 747  
Ripon, California 95366-0747  
Attn: Peter M. Rietkerk, General Manager  
Telephone: (209) 249-4600  
Facsimile: (209) 249-4688

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

7. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:

- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
- b. If, in the performance of this Agreement, any third persons are employed by

Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.

- c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
- d. Consultant shall not be entitled to any benefits payable to employees of Client.
- e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
- f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.
- g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**8. Authority of Consultant.** It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Services performed by Consultant.

**9. Potential Conflicts of Interest.**

- a. Consultant shall disclose its involvement in any projects that may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
- b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within ten (10) days of Consultant's knowledge of such conflict. Client reserves the right to require Consultant to submit a financial disclosure statement.
- c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from Client. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to Client pursuant to Section 6 of this Agreement.

**10. Ownership of Work Product.** All technical data, evaluations, plans, specifications, maps, drawings, images, reports or other work product of Consultant prepared pursuant to this Agreement constitute work made for hire ("Work Product").

- a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become, the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.
- b. Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
- c. If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

**11. Indemnification.** Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify Client, its officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subcontractors engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Services. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

**12. Insurance.** During the performance of the Services under this Agreement, Consultant and each subcontractor retained by Consultant shall maintain at their own expense the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit B**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name **"the Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees and volunteers"** as additional insureds on the General Commercial Liability and Automobile Liability policies.

a. **Commercial General Liability and Automobile Liability Insurance:** Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
- ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

2. **Limits:** Consultant shall maintain limits no less than the following limits:

- i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
- ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- i. "The Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees, and volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant." The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;
- ii. For any claims related to the Services, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
- iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
- iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

- b. Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to Worker's Compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act." Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Services or providing Services.

- c. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
- d. Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
- e. Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Services. Such Certificates of Insurance/endorsement shall state

that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.

- f. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

**13. Confidentiality.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.

**14. Non-Discrimination in Employment.** Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.

- a. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.
- b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.

**15. Financial Records.** Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either irrigation district or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

**16. Compliance with Laws; Labor Code Provisions.** It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at Client's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by Client upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).

**17. Assignment.** Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.

- 18. Amendments.** Modification or amendments to the terms of this Agreement shall be approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.
- 19. Termination.** Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:
- Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
  - Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
  - Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.
- 20. No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
- 21. Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Stanislaus.
- 22. Survival.** The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.
- 23. Entire Agreement.** This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.



**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed effective as of the Effective Date identified above.

**CLIENT**

**Oakdale Irrigation District**

\_\_\_\_\_  
Tom Orvis, President

\_\_\_\_\_  
Date

**South San Joaquin Irrigation District**

\_\_\_\_\_  
Dave Kamper, President

\_\_\_\_\_  
Date

**CONSULTANT**

**MHD Group, Inc.**

\_\_\_\_\_  
Marcia Herrmann, Owner

\_\_\_\_\_  
Date

## EXHIBIT "A"

### SCOPE OF SERVICES AND FEE SCHEDULE

Consultant shall provide maintenance services for the Save the Stan campaign to continue to build upon the brand equity created pursuant to an agreement between Consultant and Client dated May 1, 2016, as amended and superseded by this Professional Services Agreement 2020-PSA-01. Services shall be provided on a time and materials basis to perform the following:

- Public Relations
- Website Maintenance
- Social Media (Facebook) Maintenance
- Facebook Boosts (6 per month)

Date Range: Jan. 1, 2020 through Dec. 31, 2020

#### Estimated Budget / Costs:

• Up to twenty-two (22) hours per month at \$200 per hour:	\$4,400
• Facebook Boosts (6 per month):	<u>600</u>
Total per month	\$5,000

The total budget / costs per month is a not-to-exceed amount, and any amount less than \$5,000 per month shall not be credited or carried over to a later month. Not included are design fees, printing, photography or illustration nor the costs of buying and/or producing advertising materials. These and other services not specified in this agreement are all outside the scope of the retainer.

## EXHIBIT "B"

### WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. . ."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

"CONSULTANT"

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **STANISLAUS RIVER BASIN PLAN**



## Memorandum

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F +1.916.920.8463

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<b>Subject</b>	<b>Status Report for October 2019</b>
<b>Project Name</b>	Stanislaus River Basin Plan
<b>Attention</b>	Rick Dodge/Tri-Dam Project
<b>From</b>	Greg Eldridge/CH2M
<b>Date</b>	November 25, 2019
<b>Copies to</b>	Steve Knell/OID, Peter Rietkerk/SSJID, Mark Leu/CH2M

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This memorandum describes the progress by the CH2M project team on the Stanislaus River Basin Plan (Basin Plan) from September 28, 2019 through October 25, 2019. The work completed to date is summarized below by task.

### Status Reports

#### Task 1.1 - Demand for OID

- Evaluation and processing of OID specific water balance terms/data and delivery areas for inclusion in the updated ESJWRM.

#### Task 1.2 - Demand for SSJID

- No activity this reporting period.

#### Task 1.3 - Other Demands

- No activity this reporting period.

#### Task 2 - Forecast Basin Water Supply

- Coordinated team efforts including team call with OID and SSJID on October 10, 2019.
- Continued development of a Stanislaus River Water Supply Technical Memorandum that documents regulatory processes that will impact baseline and future water supply reliability.

#### Task 3.1 – Financial Analysis for OID

- No activity this reporting period.

#### Task 3.2 - Financial Analysis for SSJID

- No activity this reporting period.

#### Task 3.3 – Combined Financial Summary

- No activity this reporting period.

**Task 4 - Identify and Evaluate Actions**

- No activity this reporting period.

**Task 5 - Development and Evaluation of Alternatives  
(Develop Evaluation Toolset)**

- Participated in team calls and client call on October 10.
- Coordination with Woodard & Curran to obtain ESJWRM (groundwater model) files necessary to evaluation model calibration.
- Updating of the ESJWRM to include OID diversions and deliveries consistent with the OID AWMP.
- Coordination with Dan Steiner to update the NMOM OID and SSJID canal demand calculation structure and water balance terms.
- Development of baseline water balance monthly demands for OID and SSJID.
- Extension of the IDC ETaw datasets through the 2019 water year.
- Detailed technical review and commenting on draft NMOM structure and calculations.
- Development of draft PowerPoint presentation to guide discussion during baseline water demand workshop with OID/SSJID.

**Task 6 - Develop Basin Plan**

- No activity this reporting period.

**Task 7 - Basin Partner Engagement**

- No activity this reporting period.

**Activities Planned for Next Reporting Period**

- Continue with Basin Plan tool preparation and development; coordination with SSJID's Water Master Plan (WMP).
- Baseline OID and SSJID demand workshop.
- Develop list of potential actions for the Basin Plan.

**Project Management Items**

No notable items at this time.

# **STAFF REPORTS**

GENERAL MANAGER'S REPORT  
TRI-DAM PROJECT  
of the Oakdale & South San Joaquin Irrigation Districts  
Board of Directors Meeting  
December 19, 2019

1. Give update on the Independent Audit of our Owners Dam Safety Program (ODSP) conducted by Wayne Edwards, and his future involvement in our program.
2. Give update on grouting work at Beardsley A-Bay dam.
3. Discuss the issue of burnt trees from the Donnell's Fire that pose a risk of falling into the river and ending up in the spillway at Donnell's Dam, and our meeting with the Forest Service in January to discuss the options.
4. With familiarizing myself with the facilities, the personnel, and the issues we are facing currently at Tri-Dam, one of the other focus items I have is to conduct a review of every area of the organization to see where improvements are needed. Some of the areas I will be looking at are:
  - a. Safety Program: This includes our safety training program, reorganizing the safety committee, implementing safety inspections, etc. This also includes our Lockout Tagout (LOTO) program and arch flash and electrical safety programs.
  - b. Maintenance Program: A review of the maintenance items we currently perform to see if they meet industry standards and practices, and if we are doing them often enough or if we are doing them more often than necessary. This will also include our method of tracking, planning, and documenting maintenance.
  - c. Organizational Structure: Does the organizational structure provide us with the maximum benefit for our staffing level, or through attrition, should we change the focus of our future position vacancies?
  - d. Compliance Program: Possibly using existing staff, such as the operators, to assist with some of our compliance and regulatory requirements.
  - e. Assets: Ensure the capital projects we have planned now, many of them to procure new assets or equipment, are necessary and beneficial for our operations. If they are, develop plans to purchase or complete these capital projects in a timely manner.
  - f. Workflow processes: Look at all of the workflows throughout the organization to ensure we are not duplicating efforts and we are streamlining work as much as possible.



# Tri-Dam Project Meeting

**Date:** December 19, 2019  
**To:** Board of Directors  
**From:** Troy Hammerbeck  
**Re:** Maintenance Report

## Tulloch

- Winterize irrigation system for tree garden.

## Beardsley

- Re-connect log boom at A-Bay and replace saturated booms.
- Powerhouse annual maintenance completed.
- Install grout between wood end walls and steel sheet piling.

## Donnells

- Powerhouse annual maintenance in progress.

## Sandbar

- Powerhouse annual maintenance completed.

## Misc.

- Annual confined space training completed.
- Service vehicles and equipment.
- Snow plow equipment ready for service.
- Misc. communication issues resolved.

# Tri-Dam Project Meeting

Date: December 19, 2019  
To: Board of Directors  
From: Brian Belitz  
Re: Operations Report

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## Reservoir Data (A/F)

<u>Facility</u>	<u>Storage</u>	<u>Storage Change</u>	<u>Acre-Feet Used</u>	<u>Spill/Bypass</u>
Donnells	29,852	-6,146	10,048	1,307
Beardsley	57,810	-4,508	10,885	3,439
Tulloch	56,159	32	31,171	0
New Melones	2,000,348	1,661	31,670	0

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## Operations Report

**Donnells** generator came offline due to PG&E WSIP line outage on 11/17. (Online - 708 hours, 34 minutes)

**Beardsley** generator came offline for annual maintenance beginning 10/6 and returned to service on 11/23. (Online - 199 hours, 29 minutes)

**Sandbar** generator came offline for annual maintenance beginning 10/6 and returned to service on 11/23. (Online – 198 hours, 19 minutes)

**Tulloch** generators came offline due to PG&E WSIP line outage on 11/1. (Online - Unit 1 = 9 hours, 0 minutes, Unit 2 = 72 hours, 8 minutes, Unit 3 = 683 hours, 17 minutes).

### **New Melones Inflow:**

The total inflow to New Melones as of November 30 was 36,286 A/F.

### **District Usage:**

Total District usage for the water year 2019/20 through November 30 was approximately 24,594 A/F.

### **Precipitation:**

Total precipitation for November was 1.39 inches.

### **Other Activities:**

- Coordinated PG&E WSIP line outages.
- Conducted seepage testing at Beardsley Afterbay Dam on 11/13 with Watermark Engineering.
- Submitted quarterly MIDAS reporting.
- Submitted Inundation Maps to DSOD for review and approval on 11/22.

# Tri-Dam Project Meeting

**Date:** December 19, 2019  
**To:** Board of Directors  
**From:** Brian Belitz  
**Re:** Safety and Environmental Report

## **SAFETY:**

- Employee sustained a bee sting to the eyelid and missed the following day due to an allergic reaction (Lost Time/Recordable)
- Participated in annual drill/training for Confined Space Rescue on 11/26/19
- Updated Safety Training Matrix

SAFETY DATA	MONTHLY TOTALS	YTD/TOTALS	12 MONTH ROLLING AVERAGE
Recordable Injury Rate	3.93	3.93	3.93
Recordable Injuries	1	1	1
Days Worked Since Last Recordable Injury	18	18	N/A
Day Worked Without a Lost Time Accident	18	18	N/A
Employee Hours Worked (Plant + Temp)	4,376.50	50,891.17	55,011.42
Number of Safety Events Reported	1	1	N/A
% of Site-Specific Training Completed	30.61%	77.34%	N/A

## **ENVIRONMENTAL:**

- Paid CUPA fees for Hazardous Materials Business Plan and above ground tanks
- Removed used oil from Beardsley and Sandbar Annual Maintenance activities
- Conducted weekly SPCC and monthly Universal Waste inspections at all sites

ENVIRONMENTAL DATA	MONTH	YTD TOT/AVG	LIMIT/GOAL
Notice of Violation (NOVs)	0	0	0
Deviation from Regulatory Requirements	0	0	0
Environmental Incidents	0	0	0

**BEARDSLEY PRECIPITATION**

YEAR	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
1958-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	1.39	1.40	1.04	0.00	11.23
1959-60	0.00	0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64
1960-61	0.05	0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10
1961-62	0.21	1.12	0.77	0.70	3.39	2.98	2.04	15.32	6.13	1.12	1.04	0.02	34.84
1962-63	0.30	0.16	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74	40.54
1963-64	0.00	0.44	0.59	2.63	7.81	0.81	5.84	0.21	3.02	2.01	2.44	1.64	27.44
1964-65	0.00	0.00	0.34	2.08	7.40	17.93	5.90	1.34	2.44	5.27	0.32	0.29	43.31
1965-66	0.00	1.47	0.60	0.47	12.38	4.59	1.68	2.33	1.00	2.39	0.43	0.10	27.44
1966-67	0.13	0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02	10.25	2.04	1.05	49.24
1967-68	0.00	0.39	0.90	0.54	2.47	3.35	4.94	4.81	3.48	0.73	1.44	0.02	23.07
1968-69	0.10	0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04
1969-70	0.00	0.00	0.55	3.41	2.98	6.46	17.06	3.11	3.43	2.50	0.00	3.17	42.67
1970-71	0.00	0.00	0.00	0.91	10.71	8.44	2.83	1.16	4.87	1.49	1.80	0.77	32.98
1971-72	0.00	0.02	0.29	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99
1972-73	0.00	0.58	0.17	1.85	6.27	5.57	12.08	12.06	5.31	1.11	0.72	0.74	46.46
1973-74	0.05	0.18	0.07	3.65	9.88	9.10	5.08	1.84	8.18	5.15	0.02	0.07	43.27
1974-75	2.57	0.10	0.00	2.82	2.38	4.95	4.25	10.16	9.90	5.41	0.84	0.63	44.01
1975-76	0.03	2.02	0.15	6.75	2.04	0.74	0.49	3.03	2.66	2.42	0.91	0.05	21.29
1976-77	0.10	2.43	1.00	0.93	1.54	0.24	2.50	2.68	2.06	0.25	4.65	0.38	18.76 RECORD LOW
1977-78	0.00	0.00	0.58	0.24	4.76	9.72	10.85	8.31	8.67	7.97	0.19	0.23	51.52
1978-79	0.08	0.00	3.98	0.07	3.17	4.43	8.45	7.60	6.05	1.86	2.88	0.02	38.59
1979-80	0.17	0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16
1980-81	0.43	0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90
1981-82	0.06	0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67
1982-83	0.03	0.02	4.02	8.78	11.30	7.32	10.83	14.34	12.86	6.29	0.74	0.12	76.65 RECORD HIGH
1983-84	0.01	0.09	3.86	1.35	16.44	12.75	0.27	5.51	3.56	2.70	0.84	1.31	48.69
1984-85	0.00	0.05	0.73	3.97	10.28	2.58	1.52	3.13	5.84	0.86	0.07	0.28	29.31
1985-86	0.30	0.12	2.64	3.09	7.71	4.52	4.70	21.98	8.43	2.37	1.58	0.00	57.44
1986-87	0.02	0.00	2.18	0.00	0.49	0.73	3.42	5.89	5.21	0.79	1.63	0.15	20.51
1987-88	0.00	0.00	0.00	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83
1988-89	0.00	0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80
1989-90	0.00	0.33	3.28	4.30	3.02	0.00	4.75	3.40	2.75	1.66	3.46	0.21	27.16
1990-91	0.00	0.11	0.59	0.41	1.62	1.30	0.40	1.79	16.08	1.74	2.54	1.54	28.12
1991-92	0.17	0.10	0.32	5.54	2.32	3.10	1.97	7.68	4.58	0.45	0.45	1.66	28.34
1992-93	3.26	0.35	0.00	3.05	0.44	9.61	12.19	8.74	6.29	2.07	1.24	2.43	49.67
1993-94	0.00	0.00	0.00	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13
1994-95	0.00	0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13
1995-96	0.05	0.00	0.00	0.00	0.35	9.13	10.32	11.17	6.81	3.94	5.51	1.24	48.52
1996-97	0.05	0.01	0.23	2.55	7.14	16.19	18.16	0.80	0.53	0.82	0.51	1.24	48.23
1997-98	0.17	0.00	0.33	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.35	59.18
1998-99	0.00	0.00	2.84	0.49	5.12	3.13	8.93	9.71	2.63	3.03	1.28	1.03	38.19
1999-00	0.00	0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25
2000-01	0.00	0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73
2001-02	0.02	0.00	0.60	1.17	6.97	9.75	2.56	2.13	6.88	2.29	2.02	0.00	34.39
2002-03	0.00	0.00	0.09	0.00	7.42	11.17	1.12	3.50	3.81	9.36	2.69	0.00	39.16
2003-04	0.09	1.32	0.06	0.00	2.88	9.97	2.79	8.52	1.07	0.17	0.55	0.02	27.44
2004-05	0.02	0.00	0.19	7.66	2.93	6.67	10.52	6.95	9.35	3.35	5.76	0.80	54.20
2005-06	0.00	0.11	0.71	1.70	3.34	17.72	7.75	5.26	10.14	10.55	1.97	0.10	59.35
2006-07	0.08	0.00	0.01	1.53	3.56	5.25	2.08	8.70	1.30	2.61	1.33	0.10	26.55
2007-08	0.01	0.17	0.34	1.02	0.95	5.01	10.15	6.69	0.87	0.26	2.85	0.00	28.32
2008-09	0.00	0.00	0.00	1.65	6.17	5.08	5.88	6.98	6.78	1.97	3.37	0.79	38.67
2009-10	0.00	0.10	0.00	4.37	1.31	5.89	7.97	5.86	4.92	6.66	3.65	0.06	40.79
2010-11	0.00	0.00	0.00	8.67	7.15	14.21	2.15	5.76	15.22	1.94	2.94	3.21	61.25
2011-12	0.00	0.00	1.56	3.13	1.77	0.00	6.25	1.62	5.96	4.76	0.37	0.92	26.34
2012-13	0.00	0.00	0.00	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83
2013-14	0.00	0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75
2014-15	0.52	0.03	1.03	0.15	3.72	7.25	0.13	4.49	0.43	3.08	2.75	0.80	24.38
2015-16	0.39	0.00	0.11	2.26	5.36	9.74	9.53	1.74	9.19	3.13	1.82	0.34	43.61
2016-17	0.00	0.00	0.00	7.26	3.19	8.30	22.25	20.47	5.49	8.06	0.59	0.46	76.07
2017-18	0.00	0.09	1.44	0.50	7.34	0.42	5.20	0.76	14.50	3.70	1.02	0.00	34.97
2018-19	0.00	0.00	0.00	1.92	8.21	3.07	9.84	15.37	8.97	2.07	7.43	0.46	57.34
2019-20	0.00	0.00	0.63	0.00	1.39								2.02 Current Year
Average	0.16	0.21	0.73	2.21	4.81	5.92	6.66	6.42	5.83	3.45	1.93	0.65	38.48
2019-20 +/-	(0.16)	(0.21)	(0.10)	(2.21)	(3.42)	(5.92)	(6.66)	(6.42)	(5.83)	(3.45)	(1.93)	(0.65)	(36.46)
ANNUAL AVERAGE					38.48								
INCHES +/- ANNUAL AVERAGE					(36.46)								

# Tri-Dam Project Meeting

**Date:** December 19, 2019

**To:** Board of Directors

**From:** Susan Larson

**Re:** Regulatory Affairs/Compliance Report

---

## FERC Compliance

- Continued work on the Beardsley/Donnells 5-year Noxious Weed Plan update. Report was completed, sent to the USFS for consultation and approval obtained. Final report filed timely with FERC on December 19, 2019.
- Continuing support work on Beardsley A-bay maintenance project. Coordination of the team's grout plan to DSOD and FERC, and submittal of request for removal of the reservoir level restriction to DSOD. DSOD response is expected by the end of December 2019.
- Continued work on the Tulloch Rec site proposal, following the Planning Commission's hearing on October 24, 2019. Received traffic analysis report prepared for Tri-Dam by KD Anderson Consultants, and submitted to County Planning and Public Works Departments on December 6, 2019. Next step will be for County to reschedule public hearing on the project before the Planning Commission. An extension of time for completion of the project will be filed with FERC.
- Working with Tri-Dam staff on dam safety inspection follow up for the Part 12d Dam Safety Inspection follow up and ODSP requirements.

## Permit and Other Assignments

- Work on permits, site reviews and compliance questions for various properties at Tulloch. Respond to daily inquiries from the public. Permits, inspections and file documentation.
- Work on the Hells Half Acre roadwork project, conversion of the emergency status on the temporary by-pass work done following the storm damage several winters ago. The cultural work has been completed by PAR Environment, consistent with the USFS requirements and Board PSA approval in November 2019. Report currently awaiting final consultation approval. Next step will be to evaluate the requirements of the USFS for the "streamlined environmental document" to meet the requirements of the National Environmental Policy Act. Expect to work on this portion of the project in January/February 2020.
- Tulloch compliance matters, as required.

# **GENERATION REPORT**





## Tri-Dam Project Generation & Revenue Report 2019

	Average Generation (1958-2018)	2019 Net Generation (kWh)	Avoided Generation (kWh)	2019 Energy Revenue
JAN	17,389,989	19,834,391	-	\$1,487,579
FEB	17,229,608	25,886,439	-	\$1,941,483
MAR	23,070,659	25,009,389	-	\$1,875,704
APR	31,686,865	30,904,052	-	\$2,317,804
MAY	41,216,149	27,782,679	15,000,000	\$3,208,701
JUN	42,555,036	28,962,541	(3,849,953)	\$1,883,444
JUL	36,444,466	45,160,274	485,440	\$3,423,429
AUG	27,568,740	28,584,181	-	\$2,143,814
SEP	20,111,167	23,538,635	-	\$1,765,398
OCT	12,743,535	15,876,887	-	\$1,190,767
NOV	12,042,987	11,706,507	-	\$877,988
DEC	14,354,891	-	-	\$0
<b>Total</b>	<b>296,414,092</b>	<b>283,245,973</b>	<b>11,635,487</b>	<b>\$22,116,110</b>

May avoided generation is estimated

June avoided generation is estimated with May true-up

July avoided includes June true up

### Tri-Dam Power Authority - Sand Bar

	Average Generation (1987-2018)	2019 Net Generation (kWh)	2019 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	6,043,444	\$453,258	\$0	\$453,258
FEB	3,946,606	6,676,290	\$500,722	\$0	\$500,722
MAR	5,290,014	11,037,070	\$827,780	\$0	\$827,780
APR	6,873,822	11,180,838	\$838,563	\$0	\$838,563
MAY	8,065,189	10,882,049	\$816,154	\$0	\$816,154
JUN	8,750,023	10,649,370	\$798,703	\$0	\$798,703
JUL	9,133,101	11,305,311	\$847,898	\$0	\$847,898
AUG	8,560,581	10,463,771	\$784,783	\$0	\$784,783
SEP	6,928,285	10,983,445	\$823,758	\$0	\$823,758
OCT	4,898,944	1,933,504	\$145,013	\$0	\$145,013
NOV	2,947,604	2,907,979	\$218,098	\$0	\$218,098
DEC	5,554,123	-	\$0	\$0	\$0
<b>Total</b>	<b>75,611,948</b>	<b>94,063,070</b>	<b>\$7,054,730</b>	<b>\$0</b>	<b>\$7,054,730</b>

	Average Generation (1958-2018)	2019 Net Generation (kWh)	2019 Energy Revenue
JAN	3,150,048	3,396,494	\$254,737
FEB	2,927,753	3,771,366	\$282,852
MAR	3,584,274	6,261,164	\$469,587
APR	4,717,464	7,716,107	\$578,708
MAY	5,799,593	7,725,666	\$579,425
JUN	6,336,073	7,489,378	\$561,703
JUL	6,629,514	8,148,016	\$611,101
AUG	6,269,748	7,762,255	\$582,169
SEP	5,223,523	7,267,572	\$545,068
OCT	3,752,220	1,170,359	\$87,777
NOV	2,794,775	1,861,944	\$139,646
DEC	3,713,920	-	\$0
<b>Total</b>	<b>54,898,907</b>	<b>62,570,320</b>	<b>\$4,692,774</b>

	Average Generation (1958-2018)	2019 Net Generation (kWh)	2019 Energy Revenue
JAN	4,271,885	1,629,522	\$122,214
FEB	5,024,913	6,531,251	\$489,844
MAR	7,580,691	17,012,565	\$1,275,942
APR	10,811,027	16,844,936	\$1,263,370
MAY	12,131,040	17,223,412	\$1,291,756
JUN	12,084,818	17,148,156	\$1,286,112
JUL	12,609,174	17,964,699	\$1,347,352
AUG	11,868,293	16,451,389	\$1,233,854
SEP	8,577,620	11,173,864	\$838,040
OCT	4,664,124	9,009,795	\$675,735
NOV	2,487,256	3,845,182	\$288,389
DEC	3,288,702	-	\$0
<b>Total</b>	<b>95,399,542</b>	<b>134,834,771</b>	<b>\$10,112,608</b>

	Average Generation (1958-2018)	2019 Net Generation (kWh)	2019 Energy Revenue
JAN	24,811,922	24,860,407	\$1,864,531
FEB	25,182,274	36,189,057	\$2,714,179
MAR	34,235,623	48,283,118	\$3,621,234
APR	47,215,356	55,465,095	\$4,159,882
MAY	59,146,782	52,731,757	\$5,079,882
JUN	60,975,928	53,600,074	\$3,731,259
JUL	55,683,154	71,272,989	\$5,381,882
AUG	45,706,781	52,797,824	\$3,959,837
SEP	33,912,310	41,980,071	\$3,148,505
OCT	21,159,879	26,057,041	\$1,954,278
NOV	17,325,019	17,413,633	\$1,306,022
DEC	21,357,513	-	\$0
<b>Total</b>	<b>446,712,540</b>	<b>480,651,065</b>	<b>\$36,921,491</b>

Note: 2019 Price per MWh is \$75.00

2020 Price per MWh is \$78.00

## WESTERN PRICE SURVEY

**[7] Natural Gas Flows Begin Return to Normal; Aliso Posts Withdrawals**

Natural gas pipeline disruptions and constraints across the West appear to be on the verge of becoming history as conduits across the region return to normal operating pressure.

In addition to Southern California Gas Co. lines returning to operation, Enbridge's Westcoast pipeline was approved to return to full operating pressure on Nov. 28 by the Canada Energy Regulator. The company lifted its force majeure on the line the following day and reported flows on the T-South natural gas system should be 1,869,637 gigajoules as of Dec. 6.

Western natural gas prices fell as much as \$2.38 in Nov. 26 to Dec. 5 trading. Sumas natural gas dropped the most, down \$2.38 to \$2.88/MMBtu by Dec. 5.

Also notable was SoCal CityGate's \$1.17 loss in value. El Paso-Permian Basin gas was the exception, adding 39 cents to reach \$1.50/MMBtu.

Western natural gas prices ranged from \$1.50/MMBtu at El Paso-Permian to \$4.81/MMBtu at SoCal CityGate by the end of the holiday-affected trading period.

The U.S. Energy Information Administration attributed the price drops in California to decreased demand in the region. Demand had been high through the holiday weekend, prompting withdrawals from the Aliso Canyon natural gas storage field.

A total of 7 Bcf of natural gas was withdrawn in the Pacific region, bringing the amount in storage to 286 Bcf. This is 13 percent greater than a year ago, but 10.6 percent less than the five-year average of 320 Bcf, according to the EIA. Nationally, working gas in storage was 3,591 Bcf as of Nov. 29, according to the EIA, a net decrease of 19 Bcf compared with the previous week.

**Peak power prices in the West** dropped between \$1.30 and \$13.75 in Nov. 27 to Dec. 5 trading. Mid-Columbia lost the most, down \$13.75 to \$31.95/MWh.

Western off-peak power also dipped in trading, dropping between \$2.80 and \$5.20. Mid-C lost the most, sinking \$5.20 to \$24.50/MWh. By Dec. 5, night-time prices ranged from \$24.50/MWh at Mid-C to \$37.45/MWh at South of Path 15.

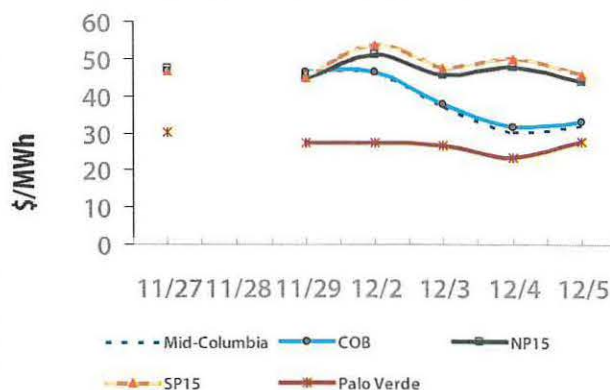
California Independent System Operator demand reached 29,270 MW Dec. 4, which should be the week's high. The grid operator's Daily Renewables output data is currently not available.

**In November, the average high peak price** at Henry Hub was \$2.84/MMBtu, \$1.88 less than in 2018 (see "Price Trends," next page). That month, Western natural gas hub prices dropped more than \$2 compared with the prior year, when prices were roughly \$6/MMBtu. SoCal Border natural gas fell the most year over year, losing \$2.80 to end up at \$3.94/MMBtu.

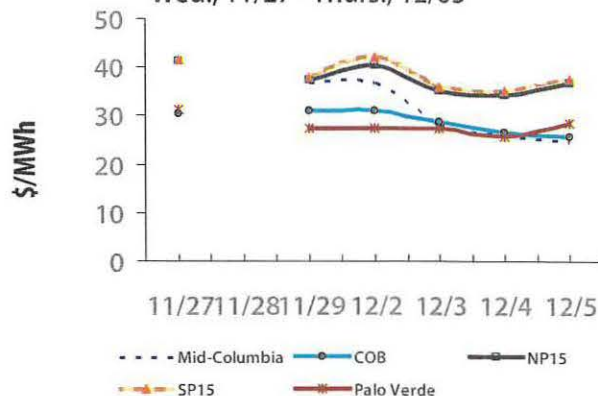
Likewise, average Western power prices in the month were significantly lower compared with 2018. Values lost between \$6.50 and as much as \$23.25. California-Oregon Border fell the most year over year, down \$23.25 to \$46.75/MWh. **-Linda Dailey Paulson**

**Average Peak Power Prices**

Wed., 11/27 - Thurs., 12/05

**Average Off-Peak Prices**

Wed., 11/27 - Thurs., 12/05

**Average Natural Gas Prices (\$/MMBtu)**

	Tue., 11/26	Tue., 12/03	Th., 12/05
Henry Hub	2.35	2.40	2.32
Sumas	5.26	2.74	2.88
Alberta	1.97	1.87	N/A
Malin	3.35	2.75	2.70
Opal/Kern	3.31	2.75	2.67
Stanfield	3.35	2.76	2.69
PG&E CityGate	3.48	3.27	3.30
SoCal Border	2.97	2.69	2.72
SoCal CityGate	5.98	5.31	4.81
EP-Permian	1.11	1.44	1.50
EP-San Juan	2.20	2.06	2.16

Power/gas prices courtesy Enerfax

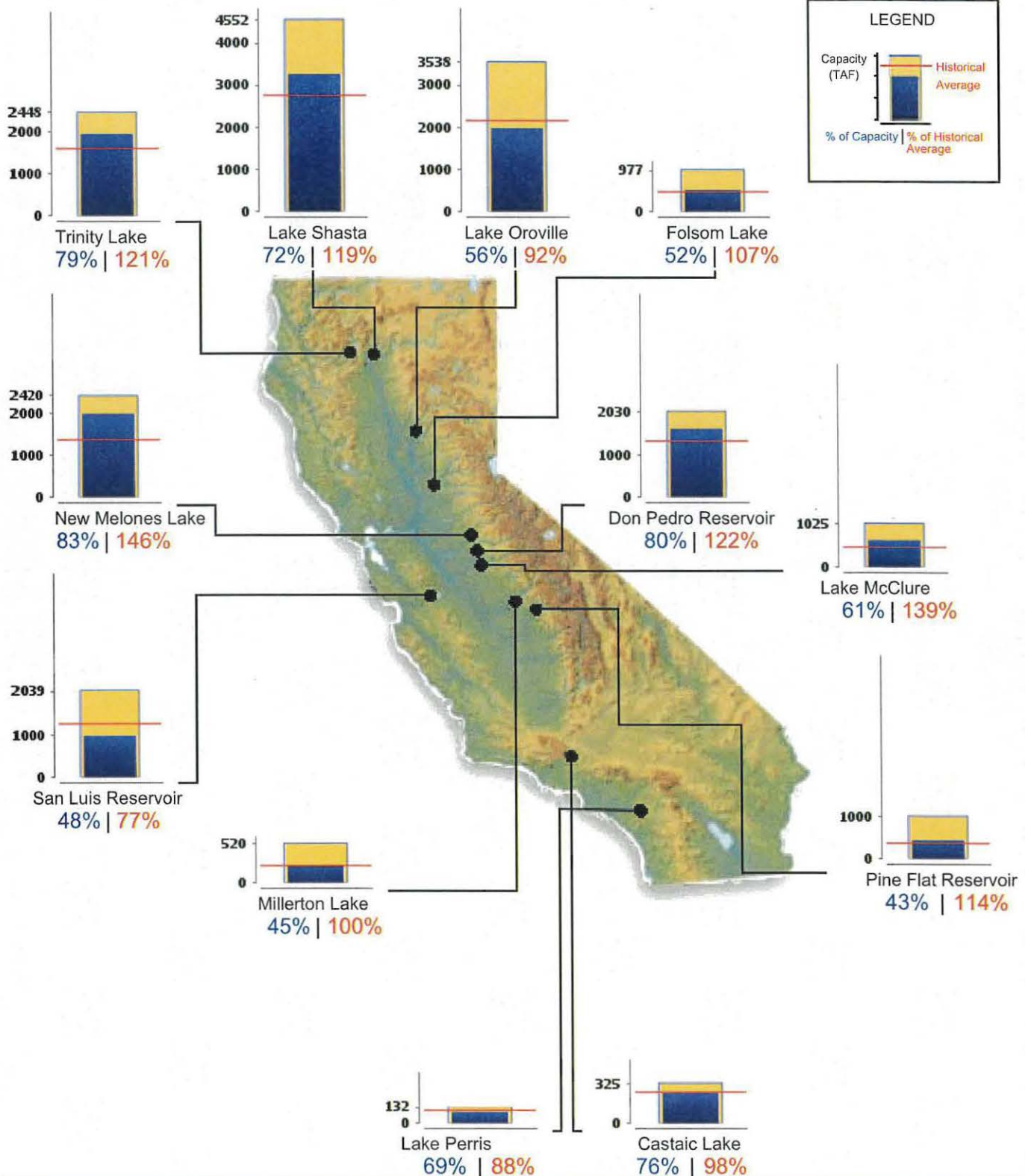




# Reservoir Conditions

Ending At Midnight - December 9, 2019

## CURRENT RESERVOIR CONDITIONS



# FISHBIO



1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

December 6, 2019

Tri Dam Project  
Jeff Shields  
P.O. Box 1158  
Pinecrest, CA 95364

**Re: November 2019 Invoices**

Dear Mr. Shields:

Enclosed are invoices for consulting services provided by FISHBIO during November. Services provided for each project are summarized below.

**Lifecycle monitoring**

Weir monitoring continued through November but was suspended on December 3 as flows had increased to more than 2,000 cfs and releases were planned to rise to 4,000 cfs for the foreseeable future following a series of storms. As of December 3, the Chinook salmon count was 2,610. Redd surveys were also conducted during November to document distribution of spawning and have been suspended due to the high flows. More information regarding lifecycle monitoring activities and results is provided in the enclosed San Joaquin Basin Field Report. Also in November we followed up on renewal applications submitted for annual permits issued by NMFS and CDFW to continue lifecycle monitoring activities.

**Publications**

Work continued on the manuscript analyzing the impacts of water temperature on juvenile recruitment during the drought.

**Non-Native Investigation/ Predator Study**

During November we continued reviewing and analyzing data collected during 2019, development of the 2019 report, and planning for 2020. Planning activities have included continued coordination with NMFS and CDFW and providing information for removals of non-native predators to occur in 2020. CDFW is still in the process of determining to which waterbody the removed fish will be relocated.

**Consulting**

We were pleased to present and discuss with the Board our annual review at the November 21 meeting. Also in November we reviewed the new Biological Opinion released by NMFS in late October. The new Opinion includes language regarding establishing a lifecycle monitoring program for steelhead in the Stanislaus River. The components of the monitoring program are not defined and we understand that Reclamation is currently working to develop a plan. The Opinion also calls for developing a steelhead collaborative focused on the San Joaquin River/Delta and tributaries other than the Stanislaus. As with the monitoring program, the description of the steelhead collaborative is vague.



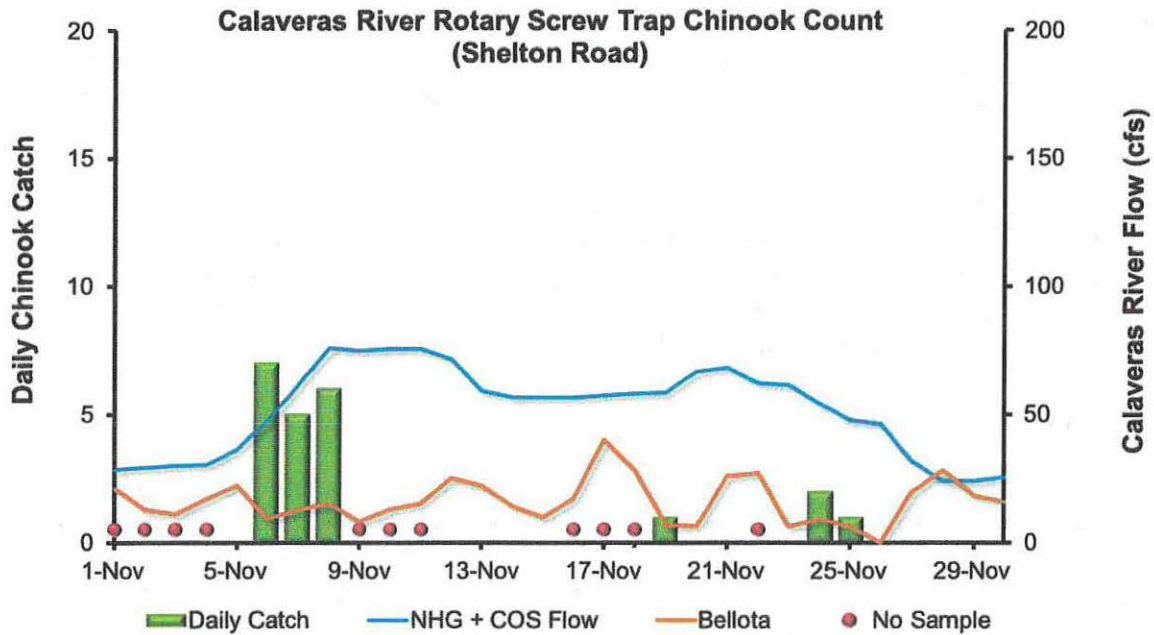


Figure 5. Daily Chinook salmon catch at the Shelton Rd. RST and Calaveras River flow during 2019.

### Native Fish Plan

A total of nine individual fish (1 hardhead, 6 smallmouth bass, 1 spotted bass, and 1 striped bass) were detected at the Stanislaus River weir during November 1-30. Three of the individuals were previously detected at the weir (prior to November 1) while six were detected for the first time since being tagged. All of the new detections were tagged during 2019 sampling events. The PIT tag antenna was removed from the river on December 3 in preparation of high flows (approximately 4,000 cfs).

Table 1. Detection of PIT tagged predator species at the Stanislaus River weir.

Species	FishCode	Tagging Date	Tagging Location (RM)	Detection Date
Hardhead	NFP-2019-1448	6/20/19	18.6	11/1/19
Smallmouth bass	NFP-2019-1610	6/19/19	32.1	11/2/19 (first detected 10/26/19)
Smallmouth bass	NFP-2019-1638	6/19/19	31.3	11/2/19
Smallmouth bass	NFP-2019-1332	6/19/19	32.6	11/6/19
Smallmouth bass	NFP-2019-1522	6/18/19	38.0	11/11/19 (first detected 9/12/19)
Smallmouth bass	NFP-2019-1560	6/18/19	35.8	11/12/19
Smallmouth bass	NFP-2019-1345	6/19/19	31.9	11/27/19 (first detected 10/19/19)
Spotted bass	NFP-2019-577	6/3/19	16.4	11/12/19, 11/20/19
Striped bass	NFP-2019-1533	6/18/19	36.4	11/12/19

# **CLOSED SESSION**

Notes:

**TRI-DAM**

**POWER**

**AUTHORITY**

---

**REGULAR BOARD MEETING**  
**AGENDA**  
**TRI-DAM POWER AUTHORITY**  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT

**DECEMBER 19, 2019**

Start time is immediately following the Tri-Dam Project meeting  
which begins at 9:00 AM

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**CALL TO ORDER:** South San Joaquin Irrigation District  
11011 Highway 120  
Manteca, CA 95336

**ROLL CALL:** John Holbrook, Bob Holmes, Dave Kamper, Ralph Roos, Mike Weststeyn  
Gail Altieri, Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos

**PUBLIC COMMENT:** The Joint Board of Commissioners' encourages public participation at Board meetings. Matters affecting the operation of the Tri-Dam Power Authority and under the jurisdiction of the Joint Districts and not posted on the Agenda may be addressed by the public, and limited to 5 minutes per person. California law prohibits the Board from taking action on any matter that is not on the posted Agenda unless the Board determines that it is a situation specified in Government Code Subsection 54954.2.

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**CONSENT CALENDAR**

**ITEMS 1 - 2**

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. There will be no discussion of these items unless a request is made to the Board President by a Director or member of the public. Those items will be considered at the end of the consent items.

1. Discussion and possible action to approve the regular board meeting minutes of November 21, 2019.
  2. Discussion and possible action to approve November 2019 financial statements & statement of obligations.
- 

**ACTION CALENDAR**

**ITEMS 3 - 4**

3. Review and consider approval Resolution TDPA 2019.07 Electing New Officers.
  4. Review and consider approval Resolution TDPA 2019.08 Distribution of Funds.
-



**5. Adjourn to the next regularly scheduled meeting.**

- 
- ☐ Items on the Agenda may be taken in any order.
  - ☐ Action may be taken on any item listed on the agenda.
  - ☐ Writings relating to an open session agenda item that are distributed to members of the Board of Commissioners will be available for inspection at the Authority office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.
  - ☐ ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Clerk at (209) 965-3996 ext. 110. Notification 48 hours prior to meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting.
-

# **MEETING MINUTES**

# **TRI-DAM POWER AUTHORITY MINUTES OF REGULAR MEETING**

November 21, 2019  
Oakdale, California

The Commissioners of the Tri-Dam Power Authority met at the offices of the Oakdale Irrigation District located in Oakdale, California, on the above date for conducting business of the Tri-Dam Power Authority, pursuant to the resolution adopted on October 14, 1984.

Vice President Holbrook called the meeting to order at 12:53 p.m.

## **COMMISSIONERS PRESENT:**

### **OID COMMISSIONERS**

HERMAN DOORNENBAL  
TOM ORVIS  
LINDA SANTOS

### **SSJID COMMISSIONERS**

DAVE KAMPER  
RALPH ROOS  
JOHN HOLBROOK  
MIKE WESTSTEYN  
BOB HOLMES

## **COMMISSIONERS ABSENT: BRAD DeBOER; GAIL ALTIERI**

## **ALSO PRESENT:**

Jeff Shields, Interim General Manager, Tri-Dam Project; Rick Dodge, Finance Manager, Tri-Dam Project; Genna Modrell, Finance Assistant, Tri-Dam Project; Susan Larson, Compliance Coordinator, Tri-Dam Project; Brian Belitz, Operations Supervisor, Tri-Dam Project; Kevin Ogg, Technician, Tri-Dam Project; Troy Hammerbeck, Maintenance Supervisor, Tri-Dam Project; Steve Knell, General Manager, OID; Peter Rietkerk, General Manager, SSJID; Bere Lindley, Asst. General Manager, SSJID; Tim Wasiewski, Counsel

## **PUBLIC COMMENT**

None

## **CONSENT CALENDAR**

ITEM #1 Discussion and possible action to approve the regular board meeting minutes of October 17, 2019.

ITEM #2 Discussion and possible action to approve October 2019 financial statements and statement of obligations.

ITEM #3 Discussion and possible action to approve Resolution TDPA 2019.05 Elect New Secretary and General Manager.

ITEM #4 Discussion and possible action to approve Resolution TDPA 2019.06 Authorization for Maintenance of Deposit Accounts.

Commissioner Doornenbal moved to approve the Consent Calendar. Commissioner Santos seconded the motion. The motion passed with a roll call vote OID 3-0, SSJID 5-0.

## **ACTION CALENDAR**

ITEM #5 Discussion and possible action to approve 2020 draft budget.

Commissioner Holmes moved to approve the 2020 budget as presented. Commissioner Doornenbal seconded the motion. The motion passed OID 3-0, SSJID 5-0.

## **ADJOURNMENT**

Vice President Holbrook adjourned the meeting at 12:56 p.m.

The next Board of Commissioners meeting will be December 19, 2019 at the offices of South San Joaquin Irrigation District, Manteca, California immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST:

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Jeff Shields  
Interim Secretary  
Tri-Dam Power Authority

# **FINANCIAL MATTERS**



# **Tri-Dam Power Authority** **Balance Sheets** (unaudited)

	November 30, 2019	October 31, 2019	November 30, 2018
<b>1 Assets</b>			
2 Cash	\$ 7,393,583	\$ 7,266,714	\$ 5,465,073
3 Short-Term Investments	1,067,368	1,067,368	1,041,235
4 Accounts Receivable	218,098	145,013	132,129
5 Prepaid Expenses	67,764	79,058	49,573
6 Capital Assets	45,327,371	45,327,371	45,330,766
7 Accumulated Depreciation	(21,553,245)	(21,511,654)	(21,053,405)
8 Intangible Assets	-	-	-
9 Other Assets	4,364	2,214	3,339
10 <b>Total Assets</b>	<b>32,525,302</b>	<b>32,376,084</b>	<b>30,968,709</b>
<b>11</b>			
<b>12</b>			
<b>13 Liabilities</b>			
14 Accounts Payable	712,862	624,597	208,954
15 Other Current Liabilities	2,942	2,942	2,304
16 Long-Term Liabilities	22,707	22,707	-
17 <b>Total Liabilities</b>	<b>738,511</b>	<b>650,246</b>	<b>211,258</b>
<b>18</b>			
<b>19 Net Position</b>			
20 Net Position - Beginning of Year	30,358,720	30,358,720	33,820,203
21 Additional Paid in Capital	385,873	385,873	385,873
22 Distributions	(4,868,000)	(4,868,000)	(7,383,000)
23 YTD Net Revenues	5,910,198	5,849,245	3,934,375
24 <b>Total Net Position</b>	<b>31,786,791</b>	<b>31,725,838</b>	<b>30,757,451</b>
<b>25</b>			
<b>26</b>			
27 <b>Total Liabilities and Net Position</b>	<b>\$ 32,525,302</b>	<b>\$ 32,376,084</b>	<b>\$ 30,968,709</b>



**Tri-Dam Power Authority**  
**Statement of Revenues and Expenses**  
 Month Ending November 30, 2019

	Current Month	YTD Actual	YTD Budget	YTD Budget Variance	2019 Budget	Percent of 2019 Budget Remaining
<b>Operating Revenues</b>						
Power Sales	\$ 218,098	\$ 7,060,431	\$ 5,243,389	\$ 1,817,041	\$ 5,720,061	-23%
Other Operating Revenue	-	(3,395)	-	(3,395)	-	NA
<b>Total Operating Revenues</b>	<u>218,098</u>	<u>7,057,035</u>	<u>5,243,389</u>	<u>1,813,646</u>	<u>5,720,061</u>	<u>-23%</u>
<b>Operating Expenses</b>						
Salaries and Wages	61,703	334,613	306,394	28,219	334,248	0%
Benefits and Overhead	24,563	134,051	218,367	(84,316)	238,218	44%
Operations	3,772	15,106	12,650	2,456	13,800	-9%
Maintenance	10,788	52,920	312,583	(259,664)	341,000	84%
General & Administrative	19,292	191,336	206,067	(14,731)	224,800	15%
Depreciation & Amortization	41,591	457,898	467,500	(9,602)	510,000	10%
<b>Total Operating Expenses</b>	<u>161,709</u>	<u>1,185,924</u>	<u>1,523,561</u>	<u>(337,637)</u>	<u>1,662,066</u>	<u>29%</u>
<b>Net Income From Operations</b>	56,389	5,871,111	3,719,829	2,151,282	4,057,995	-45%
<b>Nonoperating Revenues (Expenses)</b>						
Investment Earnings	4,564	39,087	36,667	2,420	40,000	2%
Interest Expense	-	-	-	-	-	NA
<b>Total Nonoperating Revenues (Expenses)</b>	<u>4,564</u>	<u>39,087</u>	<u>36,667</u>	<u>2,420</u>	<u>40,000</u>	<u>2%</u>
<b>Net Revenues</b>	<u>\$ 60,953</u>	<u>\$ 5,910,198</u>	<u>\$ 3,756,495</u>	<u>\$ 2,153,702</u>	<u>\$ 4,097,995</u>	<u>-44%</u>
<b>Memo:</b>						
Capital Expenditures	\$ -	\$ -	\$ 91,208	\$ (91,208)	\$ 99,500	100%

# General Ledger

## Expense vs Budget with

### Encumbrances by Fund

User: rdodge  
 Printed: 12/4/2019 2:59:47 PM  
 Period 11 - 11  
 Fiscal Year 2019



Fund	Description	Budget	Period Amt	End Bal	Variance	Encumbered	Available	% Available
<b>2</b>	<b>Operations</b>							
2	Electric Expense Labor	197,416.00	20,793.60	174,263.16	23,152.84	0.00	23,152.84	11.73
2	Electric Expense OH	136,832.00	5,248.88	61,499.46	75,332.54	0.00	75,332.54	55.05
2	Powerhouse Supplies	800.00	176.09	518.02	281.98	0.00	281.98	35.25
2	Furnishings & Misc. Equipment	800.00	0.00	0.00	800.00	0.00	800.00	100.00
2	Powerhouse Utilities	6,000.00	3,596.17	8,318.24	-2,318.24	0.00	-2,318.24	-38.64
2	Streamgaging	6,200.00	0.00	6,270.00	-70.00	0.00	-70.00	-1.13
2	Depreciation	510,000.00	41,591.12	457,898.09	52,101.91	0.00	52,101.91	10.22
<b>2</b>	<b>Operations</b>	<b>858,048.00</b>	<b>71,405.86</b>	<b>708,766.97</b>	<b>149,281.03</b>	<b>0.00</b>	<b>149,281.03</b>	<b>17.40</b>
<b>2</b>	<b>Maintenance</b>							
2	Comms & Security Labor	138,340.00	36,818.31	116,269.26	22,070.74	0.00	22,070.74	15.95
2	Comms & Security OH	99,878.00	17,262.99	50,337.29	49,540.71	0.00	49,540.71	49.60
2	Safety Supplies	2,500.00	21.33	101.22	2,398.78	0.00	2,398.78	95.95
2	Maint & Repairs to Facility	100,000.00	1,254.50	2,129.03	97,870.97	1,138.67	96,732.30	96.73
2	Maint & Repairs to Plant	70,000.00	2,891.04	15,504.48	54,495.52	2,726.81	51,768.71	73.96
2	Electronic Expense	5,000.00	148.71	866.74	4,133.26	0.00	4,133.26	82.67
2	Misc Hydro Expense	500.00	128.10	1,747.15	-1,247.15	0.00	-1,247.15	-249.43
2	ComputerMicro Repair Replace	2,500.00	0.00	1,044.63	1,455.37	0.00	1,455.37	58.21
2	Power Line Repair & Maintenan	100,000.00	0.00	771.99	99,228.01	0.00	99,228.01	99.23
2	Communications & Security	2,500.00	4,344.70	8,054.47	-5,554.47	0.00	-5,554.47	-222.18
2	Routine Road Maintenance	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	100.00
2	Shop Supplies	500.00	0.00	0.00	500.00	0.00	500.00	100.00
2	Equipment Rental TDP	24,000.00	2,000.00	22,000.00	2,000.00	0.00	2,000.00	8.33
2	Fuel and Fuel Tax	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
2	Equipment Operation & Maintena	500.00	0.00	700.00	-200.00	0.00	-200.00	-40.00
<b>2</b>	<b>Maintenance</b>	<b>579,218.00</b>	<b>64,869.68</b>	<b>219,526.26</b>	<b>359,691.74</b>	<b>3,865.48</b>	<b>355,826.26</b>	<b>61.43</b>
<b>2</b>	<b>Administrative</b>							
2	Administrative Labor	0.00	4,090.70	44,081.01	-44,081.01	0.00	-44,081.01	0.00
2	Administrative OH	0.00	2,050.95	22,213.82	-22,213.82	0.00	-22,213.82	0.00
2	Office Expense	500.00	0.00	174.00	326.00	0.00	326.00	65.20
2	APPA & NHA Dues	7,300.00	0.00	7,331.26	-31.26	0.00	-31.26	-0.43
2	Legal Fees General Matters	20,000.00	120.00	5,480.00	14,520.00	0.00	14,520.00	72.60
2	Auditing Services	10,500.00	0.00	9,686.00	814.00	827.00	-13.00	-0.12
2	Engineering Consulting	15,000.00	7,877.99	7,877.99	7,122.01	150.00	6,972.01	46.48
2	Haz Mat Business Plan	0.00	0.00	486.75	-486.75	0.00	-486.75	0.00
2	Liability & Property Insurance	109,000.00	11,293.99	109,074.82	-74.82	0.00	-74.82	-0.07



Fund	Description	Budget	Period Amt	End Bal	Variance	Encumbered	Available	% Available
2	Property and Use Taxes	500.00	0.00	128.00	372.00	0.00	372.00	74.40
2	FERC Admin & Land Fees	29,000.00	0.00	17,868.07	11,131.93	0.00	11,131.93	38.39
2	USFS Campground Fee	33,000.00	0.00	33,229.00	-229.00	0.00	-229.00	-0.69
2	<b>Administrative</b>	<b>224,800.00</b>	<b>25,433.63</b>	<b>257,630.72</b>	<b>-32,830.72</b>	<b>977.00</b>	<b>-33,807.72</b>	<b>-15.04</b>
2	<b>Capital Exp Fixed Asset</b>							
2	Repl Trans Line Caution Balls	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
2	Repl DVR	9,500.00	0.00	0.00	9,500.00	0.00	9,500.00	100.00
2	Fire Suppression System	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
2	150kW Station Generator	60,000.00	0.00	0.00	60,000.00	0.00	60,000.00	100.00
2	<b>Capital Exp Fixed Asset</b>	<b>99,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>99,500.00</b>	<b>0.00</b>	<b>99,500.00</b>	<b>100.00</b>
<b>Expense</b>		<b>1,761,566.00</b>	<b>161,709.17</b>	<b>1,185,923.95</b>	<b>575,642.05</b>	<b>4,842.48</b>	<b>570,799.57</b>	<b>0.324</b>
<b>Total</b>								
2	Tri Dam Power Authority	1,761,566.00	161,709.17	1,185,923.95	575,642.05	4,842.48	570,799.57	32.40
<b>Expense</b>		<b>1,761,566.00</b>	<b>161,709.17</b>	<b>1,185,923.95</b>	<b>575,642.05</b>	<b>4,842.48</b>	<b>570,799.57</b>	<b>0.324</b>
<b>Total</b>								



# Tri-Dam Power Authority

## Cash Flow

### 2019

Month	Power Sales	Other Receipts	Cash Outflow	Monthly Net Cash Flow	YTD Net Cash Flow
Jan	\$ 185,528	\$ 7,712	\$ 4,876,446	\$ (4,683,207)	\$ (4,683,207)
Feb	453,258	247	2,144	451,361	(4,231,846)
Mar	500,722	443	13,831	487,335	(3,744,511)
Apr	827,780	7,214	34,223	800,772	(2,943,740)
May	838,563	964	1,579	837,949	(2,105,791)
June	816,154	1,160	4,877	812,437	(1,293,354)
July	798,703	8,232	4,421	802,513	(490,841)
Aug	847,898	1,799	15,006	834,691	343,850
Sept	784,783	1,970	17,033	769,721	1,113,571
Oct	823,758	8,859	2,092	830,525	1,944,096
Nov	145,013	2,415	20,559	126,869	2,070,965
Dec	-	-	-	-	2,070,965
<b>Total</b>	<b>\$ 7,022,160</b>	<b>\$ 41,016</b>	<b>\$ 4,992,211</b>		<b>\$ 2,070,965</b>
<b>Budget</b>	<b>\$ 5,720,061</b>	<b>\$ 40,000</b>	<b>\$ 1,251,566</b>		<b>\$ 4,508,495</b>

Budget	
\$ -	Debt Payments (P&I)
1,152,066	O&M Payments
99,500	Capital Payments
<b>\$ 1,251,566</b>	

# Tri-Dam Power Authority

## Statement of Obligations

November 1, 2019 to November 30, 2019

**TRI-DAM POWER AUTHORITY  
STATEMENT OF OBLIGATIONS**

**Period Covered  
November 1, 2019 to November 30, 2019**

**Total Obligations:** **15** **checks in the amount of** **\$20,558.63**  
(See attached Vendor Check Register Report)

**CERTIFICATION**

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

\_\_\_\_\_  
Tom D. Orvis

\_\_\_\_\_  
John Holbrook

\_\_\_\_\_  
Gail Altieri

\_\_\_\_\_  
Robert A. Holmes

\_\_\_\_\_  
Linda Santos

\_\_\_\_\_  
Dave Kamper

\_\_\_\_\_  
Herman Doornenbal

\_\_\_\_\_  
Ralph Roos

\_\_\_\_\_  
Brad DeBoer

\_\_\_\_\_  
Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

THE UNDERSIGNED, EACH FOR HIMSELF, CERTIFIES THAT HE IS PRESIDENT OR SECRETARY OF THE TRI-DAM POWER AUTHORITY; THAT THE AMOUNTS DESIGNATED ABOVE HAVE BEEN ACTUALLY, AND NECESSARILY AND PROPERLY EXPENDED OR INCURRED AS AN OBLIGATION OF THE TRI-DAM POWER AUTHORITY FOR WORK PERFORMED OR MATERIALS FURNISHED FOR OPERATIONS AND MAINTENANCE OF THE SAND BAR PROJECT; THAT WARRANTS FOR PAYMENT OF SAID AMOUNTS HAVE BEEN DRAWN ON THE SAND BAR PROJECT O & M CHECKING ACCOUNT AT OAK VALLEY COMMUNITY BANK, SONORA, CALIFORNIA.

TRI-DAM POWER AUTHORITY  
PRESIDENT,

TRI-DAM POWER AUTHORITY  
SECRETARY,

\_\_\_\_\_  
Brad DeBoer, President      Date

\_\_\_\_\_  
Jarom Zimmerman, General Manager      Date  
Secretary

# Authority

## November Checks by Amount



Check	Vendor No	Vendor	Date	Description	Amount
208054	10858	California Electrical Services, Inc.	11/18/2019	Relay Testing	7,877.99
208061	10946	EnerSys Delaware Inc.	11/22/2019	Battery Charger & Rack Brackets	4,344.70
208056	10516	Pacific Gas & Electric Co.	11/18/2019	Utilities	2,531.60
208053	10439	McMaster-Carr Supply Co.	11/15/2019	Lower guide bearing repair	1,493.28
208050	11255	BAS Heating & Air, Inc.	11/06/2019	Repair gas leak & oil cooler	1,254.50
208046	10111	Breshears Inc. W. H.	11/05/2019		984.43
208048	10439	McMaster-Carr Supply Co.	11/05/2019		702.61
208057	10641	Sonora Airco Gas & Gear	11/18/2019		273.21
208049	11005	Sonora Lumber Company	11/05/2019		224.46
208052	10439	McMaster-Carr Supply Co.	11/06/2019		197.48
208060	10900	Chase Cardmember Service	11/22/2019		197.42
208055	10439	McMaster-Carr Supply Co.	11/18/2019		148.71
208047	10319	General Plumbing Supply Co Inc.	11/05/2019		128.10
208059	10501	O'Laughlin & Paris	11/22/2019		120.00
208051	10402	Kamps Propane	11/06/2019		80.14

Report Total: \$ 20,558.63

**RESOLUTION**

**TDPA 2019.07**

**ELECTING NEW OFFICERS**

**TRI-DAM POWER AUTHORITY RESOLUTION NO. TDPA 2019.07**

**Oakdale Irrigation District  
South San Joaquin Irrigation District**

**RESOLUTION ELECTING NEW OFFICERS**

**WHEREAS**, election of a President and a Vice President and appointment of a General Manager and Executive Secretary are required each year pursuant to the "Joint Exercise of Powers Agreement by and between Oakdale Irrigation District and South San Joaquin Irrigation District forming Tri-Dam Power Authority" dated October 14, 1982,

**NOW, THEREFORE, BE IT RESOLVED**, that the following Tri-Dam Power Authority officers have been duly elected and appointed, are now acting and are qualified to sign written instructions, consents, stock certificates or other securities, etc., on behalf of this Authority, that the specimen signatures appearing opposite the names and titles are genuine signatures of such officers and that said resolution electing and appointing these officers is now in full force and effect, and that this election and appointment of officers shall remain in effect until such annual election and appointment supersedes said action.

President	_____	Signature_____
Vice Pres.	_____	Signature_____
Gen. Manager and Secretary:	<u>Jarom Zimmerman</u>	Signature_____

**PASSED AND ADOPTED**, this 19th day of December 2019, by the following vote:

**OAKDALE IRRIGATION DISTRICT**

**SO. SAN JOAQUIN IRRIGATION DISTRICT**

**AYES:**

**NOES:**

**ABSENT:**

**TRI-DAM POWER AUTHORITY**

\_\_\_\_\_  
Brad DeBoer, President

\_\_\_\_\_  
Jarom Zimmerman, Secretary

**RESOLUTION**

**TDPA 2019.08**

**DISTRIBUTION OF FUNDS**



# Tri-Dam Power Authority

## Potential December 2019 Distribution

1	<b>Cash and Investments</b>	<b>12/31/2018</b>	<b>11/30/2019</b>
2	Cash in Bank	5,348,751	7,393,583
3	LAIF	19,235	45,368
4	Bond Debt Service Reserve	-	-
5	Bond Payment Account	-	-
6	Revenue Fund	1,000,000	1,000,000
7	Replacement Reserve	22,000	22,000
8	<b>Total Cash &amp; Investments</b>	<b>6,389,986</b>	<b>8,460,951</b>
9			
10	<b>Less:</b>		
11	Bond Debt Service Reserve	-	-
12	Bond Payment Account	-	-
13	Revenue Fund	(1,000,000)	(1,000,000)
14	Replacement Reserve	(22,000)	(22,000)
15	Day-to-Day Operating Cash	(500,000)	(1,000,000)
16		<b>(1,522,000)</b>	<b>(2,022,000)</b>
17			
18	<b>Available Funds</b>	<b>4,867,986</b>	<b>6,438,951</b>
19			
20	<b>Distribution per District (rounded)</b>	<b>2,434,000</b>	<b>3,219,500</b>

23	<b>Total Distributions - Authority</b>					
24	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
25	-	-	-	1,384,000	7,383,000	4,868,000

28	<b>Total Distributions - Project</b>					
29	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
30	9,324,000	8,759,000	15,918,176	32,773,000	21,119,000	18,252,000

**TRI-DAM POWER AUTHORITY  
RESOLUTION NO. TDPA 2019.08**

**RESOLUTION AUTHORIZING DISTRIBUTION OF REVENUE FUNDS**

**WHEREAS**, the Tri-Dam Power Authority entered into an *INDENTURE OF TRUST* (INDENTURE) between *Union Bank, N.A.* (BANK) and the *Tri-Dam Power Authority* (AUTHORITY) dated September 1, 2010, and

**WHEREAS**, the INDENTURE sets forth certain reserve requirements before financial distributions from the AUTHORITY may be made to the Oakdale Irrigation District and the South San Joaquin Irrigation District (DISTRICTS), and

**WHEREAS**, the requirements of the INDENTURE, including those contained in *Section 3.02, Depositing of Proceeds of Bonds and Other Amounts* and in *Section 3.11, Receipt and Deposit of Revenues; Revenue Fund*, have been met by the AUTHORITY, and

**WHEREAS**, the final bond payment under the INDENTURE was made on November 1, 2016, the requirements of the INDENTURE are no longer applicable, and

**WHEREAS**, there are excess moneys forecast to be remaining on December 31, 2016 after all expenses and obligations of the AUTHORITY, including debt service obligations for the calendar year 2016, and after all requirements for the funding of reserve accounts, have been met, and

**WHEREAS**, none of said excess moneys to be disbursed to the members of the Authority as provided below, are judged to be needed for the future operation of the AUTHORITY, and

**WHEREAS**, it is the desire of the AUTHORITY to withdraw a portion of the excess moneys for distribution, in equal shares, to the DISTRICTS,

**NOW, THEREFORE, BE IT RESOLVED**, that the Tri-Dam Power Authority shall release excess moneys (in the amount of \$\_\_\_\_\_ to be distributed by the AUTHORITY one-half to Oakdale Irrigation District; and one-half to South San Joaquin Irrigation District, and that

Secretary/General Manager Jarom Zimmerman and Finance and Administrative Manager Rick Dodge are authorized to implement this RESOLUTION and to take the necessary actions and to provide any necessary certifications and documentation, on behalf of the AUTHORITY, to the BANK and others as necessary to accomplish the release of excess moneys as described herein.

**PASSED AND ADOPTED** by the Board of Commissioners of TRI-DAM POWER AUTHORITY this 19<sup>th</sup> day of December, 2019 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

**TRI-DAM POWER AUTHORITY**

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Brad DeBoer, President

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Jarom Zimmerman, Secretary