

**AGENDA
REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
TUESDAY, JUNE 4, 2019**

Agendas and Minutes are on our website at www.oakdaleirrigation.com

CALL TO ORDER 9:00 a.m., the Boardroom of the District Office
1205 East F Street, Oakdale, California 95361

PLEDGE OF ALLEGIANCE

ROLL CALL Directors Orvis, Altieri, Doornenbal, Santos, DeBoer

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS - ITEM 1

1. The Board of Directors welcomes participation in its meetings. This time is provided for the public to address the Directors of the District on matters of concern that fall within the jurisdiction of the Board that are not on the agenda.

Because matters being discussed are not on the agenda there should be no expectation of discussion or comment by the Board except to properly refer the matter for review or action as appropriate. Matters concerning District operations or responsibilities can be addressed prior to Board meetings by contacting District Management or Directors. In this manner, your concerns can be addressed expeditiously.

The Oakdale Irrigation District Board pledges to be respectful, truthful, knowledgeable, productive and unified in conducting the people's business. The Board believes in conducting its business using respectful and civil dialogue and would request that the public conduct itself in a similar fashion in their presentations. Disrespectful and threatening behavior will not be tolerated.

It is not required, but speakers may provide their name and address.

Public Comments will be limited to five minutes per speaker.

HEARING CALENDAR - ITEM 2

2. **Public Hearing and Certification of the Improvement District No. 51 (ID 51) Membership Vote to Authorize the Oakdale Irrigation District (OID) to Proceed with the Acquisition of Property, Prepare the Restricted Use Easements for Execution by the Surrounding Landowners and Ultimately Finalize the Deed for the New Well Site Property to OID as Trustee of ID 51 (Project); and Authorize OID to Use the Funds Contained in the ID 51 Reserve Fund to Pay for the Actual Cost of the Project (Estimated \$74,750)**

CONSENT CALENDAR - ITEMS 3 - 8

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. Matters may be removed from the Consent Calendar by making a request to the Board President at this time.

Only properly noticed agenda matters shall be permitted for discussion.

3. **Approve the Board of Directors' Minutes of the Special Meeting of May 14, 2019 and Resolution Nos. 2019-10 and 2019-11**
4. **Approve Oakdale Irrigation District's Statement of Obligations**
5. **Approve OID Improvement District's Statement of Obligations**
6. **Approve Capital Work Order Numbers Assigned**
7. **Approve Professional Services Agreement 2019-PSA-001 with Fedak & Brown, LLP and Authorize General Manager to Execute**
8. **Approve Purchase of One (1) Welder from Airgas (Budgeted)**

ACTION CALENDAR - ITEM 9

9. **Review and take possible action to Approve Improvement District No. 41's (ID 41) Request for a Variance to OID Policy to Allow ID 41 to Accept the Lowest Solicited Bid in Lieu of Completing the Formal Public Bidding Process in Accordance with OID's Purchase Policy**

DISCUSSION - ITEM 10

10. Discussion / Presentation on **Guiding Principles for Use of Surplus Water and Service Area Expansion – Board Policy**

COMMUNICATIONS - ITEM 11

11. Oral Reports and Comments

- A. **General Manager's Report on Status of OI**D Activities
- B. **Committee Reports**
- C. **Directors' Comments/Suggestions**

CLOSED SESSION - ITEM 12

12. Closed Session to discuss the following:

- A. **Government Code §54956.9(d)(2) – Anticipated Litigation**
Significant Exposure to Litigation Three (3) Cases
- B. **Government Code §54956.9(d)(1) - Existing Litigation**
SJTA, et al. v. State Water Resources Control Board
- C. **Government Code §54957**
Public Employee Discipline/Dismissal/Release

OTHER ACTION – ITEM 13

13. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, June 18, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, June 20, 2019 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Administrative Assistant at (209) 840-5507.

ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Administrative Assistant at (209) 840-5507. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



PUBLIC COMMENTS

No Information Included

BOARD MEETING OF JUNE 4, 2019



PUBLIC HEARING

BOARD MEETING OF JUNE 4, 2019

BOARD AGENDA REPORT

Date: June 4, 2019
Item Number: 2
APN: 010-034-079

SUBJECT: PUBLIC HEARING AND CERTIFICATION OF THE IMPROVEMENT DISTRICT NO. 51 (ID 51) MEMBERSHIP VOTE TO AUTHORIZE THE OAKDALE IRRIGATION DISTRICT (OID) TO PROCEED WITH THE ACQUISITION OF THE PROPERTY, PREPARE THE RESTRICTED USE EASEMENTS FOR EXECUTION BY THE SURROUNDING LANDOWNERS AND FINALIZE THE DEED FOR THE NEW WELL SITE PROPERTY TO OID AS TRUSTEE OF ID 51 (PROJECT); AND AUTHORIZE OID TO USE THE FUNDS CONTAINED IN THE ID 51 RESERVE FUND TO PAY THE ACTUAL COST OF THE PROJECT (ESTIMATED \$74,750)

RECOMMENDED ACTION: Certify Improvement District No. 51 (ID 51) Membership Vote to Authorize the Oakdale Irrigation District (OID) to Proceed with the Acquisition of the Property, Prepare the Restricted Use Easements for Execution by the Surrounding Landowners and Finalize the Deed for the New Well Site Property to OID as Trustee of ID 51 (Project); and Authorize OID to Use Funds Contained in the ID 51 Reserve Fund to Pay for the Actual Cost of the Project (Estimated \$74,750).

BACKGROUND AND/OR HISTORY:

On November 5, 2018 ID 51 Well No.1 (corner of Mountain Oak Rd. and Pin Oak Dr.) pump was pulled for repair and the condition of the well was assessed and documented by video camera. Multiple holes and plugged perforations were found in the existing well casing. The second of the two ID 51 domestic wells, Well No. 2, was also drilled in 1978 and has never been videoed. However, its condition is suspected to be similar to that of Well No. 1. In accordance with CCR Section § 64554 Title 22, two water supply sources are required to be maintained at all times for small public water systems such as ID 51. With both wells at or near the end of their projected useful life, Oakdale Irrigation District (OID) staff has been exploring options for a new ID 51 domestic water well site at the direction of the Improvement District 51 (ID 51) Committee.

The ID 51 Committee has been diligently working with OID to locate and complete a cursory review of potential sites. Recently, the property owner at 11500 Oak Hill Drive verbally agreed to sell a portion of their property to ID 51 for use as a future well site (Well Site Property) and OID staff has since confirmed with the DER that based on an informal desktop review it satisfies the current setback requirements. Please refer to the attached ID51 Proposed Well Site Plan and OID Project Site Map for clarification. Should the membership wish to proceed with purchasing the Well Site Property, restricted use easements on the Property as well as the three (3) surrounding properties will be required to help ensure these minimum setbacks are maintained in the future. The total cost associated with the Well Site Property purchase, proposed restricted use easements and deed of the Well Site Property to OID, as trustee of ID 51, including OID staff time and a 15% contingency to cover any unexpected circumstances is estimated to be \$74,750. Please refer to the attached ID 51 Well Site Acquisition Opinion of Probable Cost and Proposal for Surveying Services for more detail. Actual costs of the Project will be charged to the reserve fund.

OID is now requesting final direction from the ID 51 membership through the voting process to proceed with the Project. In accordance with OID's Improvement District Policy and the State of California Water Code, the ID 51 membership was asked to vote to:

- Authorize OID to proceed with the acquisition of the Well Site Property, prepare the restricted use easements for execution by the surrounding landowners and ultimately finalize the deed to OID as trustee of ID 51 (Project); and,
- Authorize OID to use funds contained in the ID 51 reserve fund to pay for the actual cost of the Project (estimated \$74,750).

A Membership Notice dated April 30, 2019 included a copy of the voting ballot and notified the ID 51 members of the proposed Project and the opportunity to provide their input at the June 4, 2019 Public Hearing. See the attached documentation for clarification.

This Public Hearing is required under Oakdale Irrigation District Improvement District Policy (Resolution No. 90-26). Upon conclusion of the Public Hearing, a tally of the votes to determine approval or rejection of the proposed Project will be certified by the Board. If the number of landowners dissenting is more than one-third (1/3) of the landowners in ID 51, OID will not proceed with the Project. If less than one-third (1/3) of the landowners oppose, OID will proceed with the Project as proposed. A non-vote on the part of a landowner is considered a vote of approval.

FISCAL IMPACT: Actual District costs will be paid by ID51.

ATTACHMENTS:

- April 30, 2019 ID 51 Membership Notice
- ID 51 Proposed Well Site Plan – G&K
- OID Project Site Map – ID 51 Potential Well Site (11500 Oak Hill Drive)
- ID 51 Well Site Acquisition Opinion of Probable Cost
- Proposal for Surveying Services – ID 51 Future Well Site Parcel Dedication & Restricted Use Easements

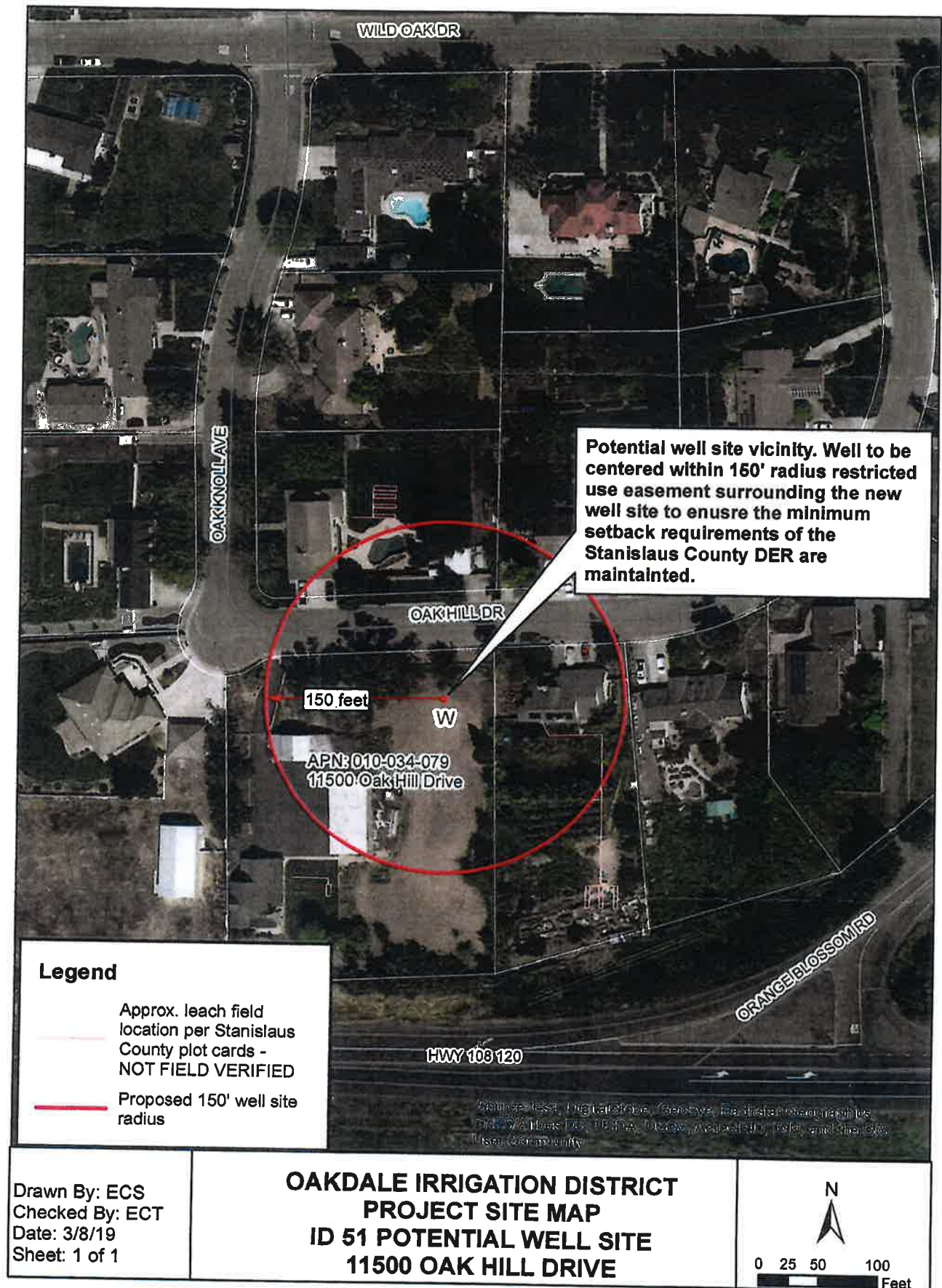
Board Motion:

Motion by: _____ **Second by:** _____

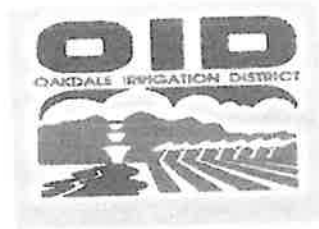
VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



04/24/19



ID 51 FUTURE WELL SITE ACQUISITION
APN: 010-034-079
OPINION OF PROBABLE COST

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1.	PURCHASE OF PROPERTY	1	LS	\$50,000	\$50,000
2.	WELL SITE PLAT AND LEGAL	1	EA	\$500	\$500
3.	RESTRICTED USE EASEMENT PLATS AND LEGALS	4	EA	\$500	\$2,000
4.	PURCHASE AGREEMENT DRAFTED BY OID LEGAL COUNCIL	1	EA	\$1,500	\$1,500
5.	EASEMENT DOCUMENTS DRAFTED BY OID LEGAL COUNCIL	4	EA	\$1,500	\$6,000
6.	OID STAFF AND CLERICAL COSTS	1	LS	\$5,000	\$5,000
ESTIMATED ACQUISITION COST:					<u>\$65,000</u>
CONTINGENCY (15% OF ACQUISITION COST)					<u>\$9,750</u>
ESTIMATED PROJECT TOTAL					<u>\$74,750</u>

NOTES:

1. THE OID STAFF AND CLERICAL COSTS ARE ASSOCIATED WITH THE GRANT DEED AND EASEMENT RECORDING PROCESS ALONG WITH ANY CLERICAL WORK NECESSARY TO COMPLETE THE PROJECT



**Membership Notice
Proposed Purchase of Future Well Site Property
April 30, 2019**

Improvement District 51 Membership,

As advised earlier this year, ID 51 Well No.1 (corner of Mountain Oak Rd. and Pin Oak Dr.) pump was pulled for repair and the condition of the well was assessed and documented by video camera. Multiple holes and plugged perforations were found in the existing well casing. The second of the two ID 51 domestic wells, Well No. 2, was also drilled in 1978 and has never been videoed. However, its condition is suspected to be similar to that of Well No. 1. In accordance with CCR Section § 64554 Title 22, two water supply sources are required to be maintained at all times for small public water systems such as ID 51. With both wells at or near the end of their projected useful life, Oakdale Irrigation District (OID) staff has been exploring options for a new ID 51 domestic water well site at the direction of the Improvement District 51 (ID 51) Committee.

Much of the area within and surrounding ID 51 has been developed since the two original wells were drilled. The minimum setback requirements of both the California Department of Water Resources (DWR) and Stanislaus County (County) have also increased since that time. Today, the County setback requirements include, but are not limited to, documentation demonstrating that a well site control zone with a 50-foot radius around the site can be established for protecting the source from vandalism, tampering, or other threats at the site by water system ownership, easement, zoning, lease, or an alternative approach approved by the Department of Environmental Resources (DER) based on its potential effectiveness in providing protection of the source from contamination. The DWR setback requirements include, but are not limited to, a minimum setback of 150' from any existing septic seepage pit. There are very few sites remaining within ID 51 or in close proximity to the ID 51 service area that satisfy these setback requirements.

The ID 51 Committee has been diligently working with OID to locate and complete a cursory review of potential sites. Recently, the property owner at 11500 Oak Hill Drive (Property) verbally agreed to sell a portion of their property to ID 51 for use as a future well site (Well Site Property) and OID staff has since confirmed with the DER that based on an informal desktop review it satisfies the current setback requirements. Please refer to the enclosed ID51 Proposed Well Site Plan and OID Project Site Map for clarification. Should the membership wish to proceed with purchasing the Well Site Property, restricted use easements on the Property as well as the three (3) surrounding properties will be required

Should you have any questions please don't hesitate to contact one of the ID 51 Committee members listed below or Eric Thorburn, OID's Water Operations Manager, at (209) 840-5525.

ID 51 Committee Members:

Jim Vermuelen	9911 Mountain Oak Dr.	(209) 380-7071
Dale Price	9900 Oak Knoll Dr.	(209) 847-7705
Doug Stidham	11721 Mountain Oak Dr.	(209) 573-1496

Sincerely,

Oakdale Irrigation District

Ecl: ID 51 Membership Ballot
ID 51 Proposed Well Site Plan – G&K
OID Project Site Map - ID 51 Potential Well Site (11500 Oak Hill Drive)
ID 51 Well Site Acquisition Opinion of Probable Cost
Proposal for Surveying Services – ID 51 Future Well Site Parcel Dedication &
Restricted
Use Easements

cc: OID Board of Directors
Eric Thorburn, Water Operations Manager
Sharon Cisneros, Chief Financial Officer

IMPROVEMENT DISTRICT No. 51

MEMBERSHIP BALLOT

June 4, 2019 OID Board Certification

Authorization to Proceed With the Purchase of a Future Well Site Property

_____ YES

- I authorize OID to proceed with the acquisition of the Property, prepare the restricted use easements for execution by the surrounding landowners and ultimately finalize the deed for the new Well Site Property to OID as trustee of ID 51 (Project); and,
- I authorize OID to use the funds contained in the ID 51 reserve fund to pay for the actual cost of the Project (estimated \$74,750).

_____ NO

- I do not authorize OID to proceed with the acquisition of the Property, prepare the restricted use easements for the execution by the surrounding landowners and ultimately finalize the deed for the new Well Site Property to OID as trustee of ID 51 (Project); and,
- I do not authorize OID to use funds contained in the ID 51 reserve fund to pay for the actual cost of the Project (estimated \$74,750).

Name: _____

Address: _____

Phone: _____

Signature: _____



VICINITY MAP

NOTE: SEPTIC SYSTEM LOCATIONS SHOWN HEREON WERE NOT FIELD LOCATED BY THE ENGINEER. RECORDS SHOWN BY RECORDS ON FILE WITH THE STANISLAUS COUNTY ENVIRONMENTAL HEALTH DEPARTMENT. THE RECORD FOR 11500 OAK HILL DRIVE IS NOTED AS A REPAIR. NO RECORD OF ORIGINAL SYSTEM WAS FOUND.

SEPTIC REQUIREMENTS:

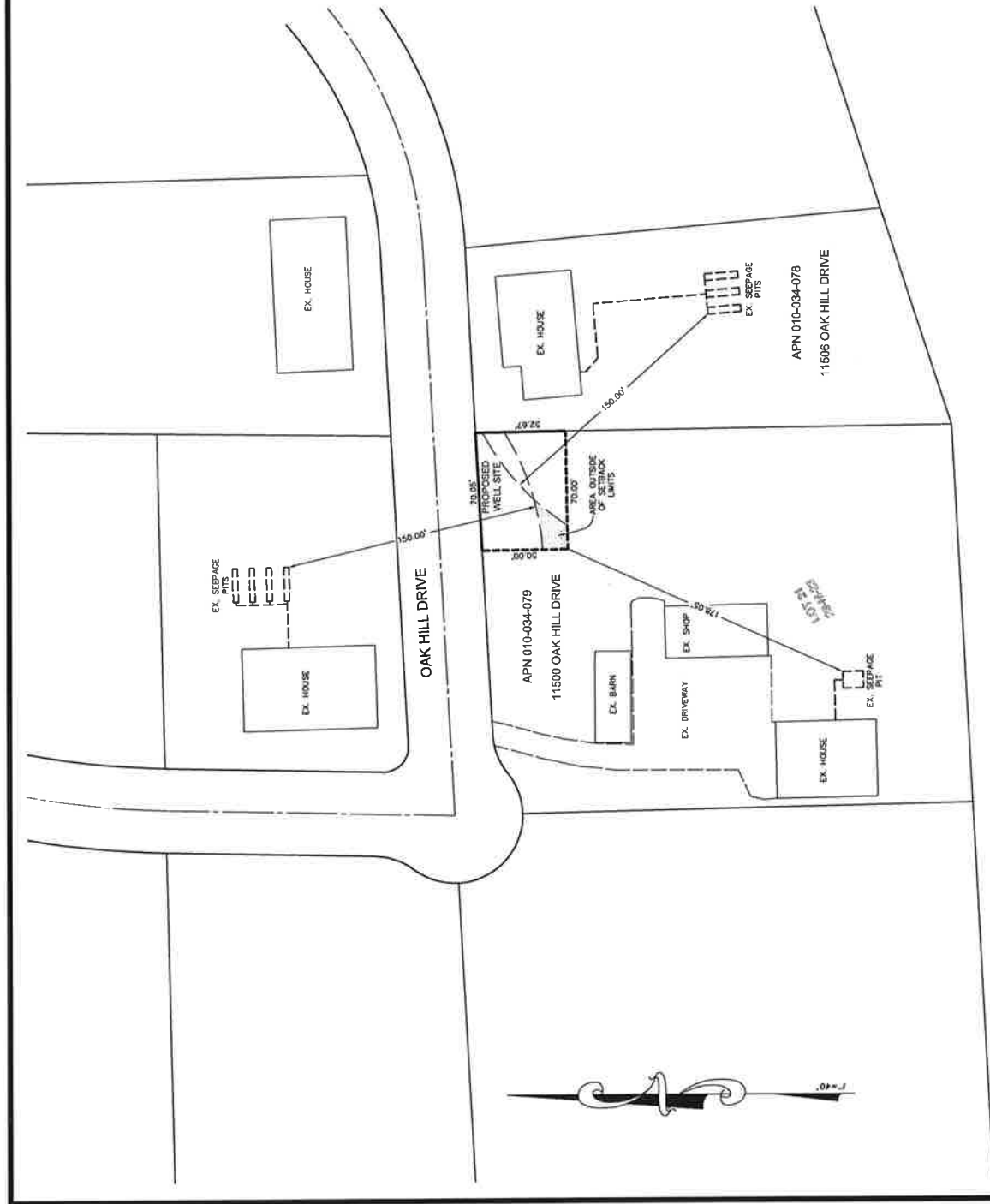
MINIMUM DISTANCE TO	SEPTIC TANK	LEACH LINES	SEPTIC PIT
PUBLIC WELL	100'	100'	150'

SITE PLAN

FOR A PROPOSED WELL SITE UPON LOT 21 AS SHOWN ON THAT MAP OF SUNSET OAKS NO. 10-UNIT 2 FILED FOR RECORD IN BOOK 29 OF MAPS AT PAGE 23, STANISLAUS COUNTY RECORDS.

STANISLAUS COUNTY, CALIFORNIA
SCALE 1" = 30' AUGUST 2012

GK Giuliani & Kull, Inc.
Engineers • Planners • Surveyors
440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361
(209) 847-8726 Fax (209) 847-7323
Auburn • Oakdale • San Jose



STATE HIGHWAY 108/120



February 27, 2019

Eric Thorburn
Oakdale Irrigation District
1205 E. F Street
Oakdale, CA 95361

Subject: Proposal for Surveying Services - ID 51 Future Well Site
Parcel Dedication and Restricted Use Easements

Dear Mr. Thorburn:

We are pleased to offer the attached estimate for surveying services associated with preparing legals and plats for deeding a new well site parcel to O.I.D. As a public utilities district, O.I.D. is exempt from the Subdivision Map Act, thus we can forego the typical parcel map process with Stanislaus County. As part of the project, we will also prepare (4) legals and plats for restricted use easements upon the four adjacent parcels within the 150' influence area. A scope of services is attached for your review.

We look forward to working with you on this project.

Sincerely,

GIULIANI & KULL, INC.

Kevin S. Cole, P.L.S.
P.L.S. 8853

AGREEMENT

ESTIMATE FOR SURVEYING SERVICES

SITE

O.I.D. ID 51 Future Well Site

- APN 010-034-079

CLIENT

Oakdale Irrigation District

Contact: Eric Thorburn

1205 E. F Street

Oakdale, CA 95361

(209) 847-0341

CONSULTANT

Giuliani & Kull, Inc.

440 S. Yosemite Avenue, Suite A

Oakdale, CA 95361

(209) 847-8726

This agreement entered into in Oakdale, California hereby binds the Client and Consultant to the following Scope of Services and Compensation:

SCOPE OF SERVICES

The following scope of services is offered for preparing a legal and plat for deeding a new well site parcel to O.I.D. As part of the project, we will also prepare (4) legals and plats for restricted use easements upon the four adjacent parcels within the 150' influence area.

TASK 1 – Well Site Legal and Plat

Consultant will prepare a new legal and plat describing the property necessary for a well site located upon existing APN 010-034-079, for inclusion in Grand Deed documents. Client shall be responsible for Grant Deed certificate sheets and recording.

TASK 2 – Restricted Use Easement Legals and Plats (4)

Consultant perform a field survey to establish the boundary lines for APNs 010-034-078, 079, 086 & 087. Legals and plats shall then be prepared for restricted use easements upon each parcel for that portion of each property within the 150' influence area. Radius point for influence area shall be provided by O.I.D.

SERVICES NOT INCLUDED

The following services are specifically not included as a part of the consultants work effort under this contract:

- Environmental documents, reports or studies
- Architectural, landscape architecture or structural services
- Utility design for gas, sewer, water, electric or phone
- Payment of fees associated with the herein described scope of work
- Pump and Structure Design
- Geotechnical, Well, & Septic System Design
- Record of Survey
- Setting of property corners

The above listing is not intended to be exhaustive and shall not be construed to include any work as offered under this proposal except as specifically identified in the Scope of Services.

CLIENT PROVIDED DATA

The following data information and materials are to be provided by the Client:

- Payment of application, permitting fees, plan checking, and/or recording fees
- Access to the site for survey work
- Any additional information available regarding the project (Deeds, Title Report)

COST OF SERVICES

The cost of the professional services described in the Scope of Services is estimated as follows:

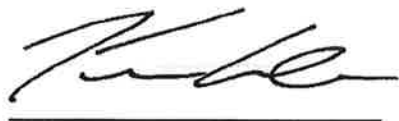
TASK 1 – Well Site Legal and Plate	\$500.00
TASK 2 – Restricted Use Easement Legals and Plats (4)	<u>\$2,000.00</u>
TOTAL	\$2,500.00

TERMS

The services described herein will be provided in accordance with the existing Professional Services Agreement. Work performed will be billed in accordance with our Schedule of Hourly Rates as approved by the Oakdale Irrigation District Board of Directors.

If this proposal is acceptable, please provide written authorization to proceed at your earliest convenience. We look forward to working with you on this project.

Respectfully submitted,



Kevin S. Cole, L.S.
Giuliani & Kull, Inc.
PLS#8853

Accepted,

Title: _____
Date: _____



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF JUNE 4, 2019

BOARD AGENDA REPORT

Date: June 4, 2019
Item Number: 3
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL MEETING OF MAY 14, 2019 AND RESOLUTION NOS. 2019-10 AND 2019-11

RECOMMENDED ACTION: Approve the Board of Directors' Minutes of the Special Meeting of May 14, 2019 and Resolution Nos. 2019-10 and 2019-11

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Special Meeting of May 14, 2019
- Draft Resolution No. 2019-10
- Draft Resolution No. 2019-11

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

MINUTES

Oakdale, California
May 14, 2019

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Special Session at the hour of 9:00 a.m. Upon roll call, there were present:

Directors: Tom Orvis, President
Herman Doornenbal
Brad DeBoer
Gail Altieri, Vice President
Linda Santos

Staff Present: Steve Knell, General Manager/Secretary
Jason Jones, Support Services Manager
Eric Thorburn, Water Operations Manager
Sharon Cisneros, Chief Financial Officer
Kim Bukhari, Human Resources Analyst

Also Present: Fred Silva, General Counsel
Tim O'Laughlin, Water Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletion of agenda items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

General Manager Steve Knell stated that Water Counsel Tim O'Laughlin may be late to the meeting as he was at Calaveras County Board of Supervisors Meeting making a presentation.

At the hour of 9:05 a.m. the Board welcomed public comment.

PUBLIC COMMENT ITEM NO. 1

Robert Frobose addressed the lawsuit against Directors Santos and Altieri and made comments about water issues that appeared in the Modesto Bee.

Attorney Fred Silva reminded the Board that the OID v Santos and Altieri is still an ongoing litigation case and advised Directors not to make any public comments regarding ongoing litigation matters.

There being no further Public Comment; Public Comment closed at 9:11 a.m. and the Board Meeting continued.

Director Santos requested Item No. 14 be pulled from the Consent Calendar.

CONSENT ITEMS

ITEM NOS. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17

ITEM NO. 2

**APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE
REGULAR MEETING OF APRIL 2, 2019 AND RESOLUTION NO. 2019-09**

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve the Board of Directors' Minutes of the Regular Meeting of April 2, 2019 and Resolution No. 2019-09.

ITEM NO. 3

**APPROVE BOARD OF DIRECTORS'
MINUTES OF THE SPECIAL MEETING OF APRIL 30, 2019**

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve the Board of Directors' Minutes of the Special Meeting of April 30, 2019.

ITEM NO. 4

**APPROVE OAKDALE IRRIGATION
DISTRICT STATEMENT OF OBLIGATIONS**

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve Oakdale Irrigation District Statement of Obligations.

ITEM NO. 5

**APPROVE OID IMPROVEMENT
DISTRICT'S STATEMENT OF OBLIGATIONS**

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve OID Improvement District's Statement of Obligations.

ITEM NO. 6
APPROVE THE MONTHLY TREASURER'S
REPORT AND FINANCIAL STATEMENTS FOR
THE THREE MONTHS ENDING MARCH 31, 2019

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve Monthly Treasurer's Report and Financial Statements for the Three Months Ending March 31, 2019.

ITEM NO. 7
APPROVE PURCHASE OF ONE (1) SKID STEER
AUGER FROM GARTON TRACTOR (BUDGETED)

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve the purchase of one (1) skid steer auger from Garton Tractor (Budgeted).

ITEM NO. 8
APPROVE PURCHASE OF ONE (1) SKID STEER
POST DRIVER FROM PAPE MACHINERY (BUDGETED)

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve the purchase of one (1) skid steer post driver from Pape Machinery (Budgeted).

ITEM NO. 9
APPROVE PURCHASE OF ONE (1) ELECTRIC
PRESSURE WASHER FROM UNITED RENTALS (BUDGETED)

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve the purchase of one (1) electric pressure washer from United Rentals (Budgeted).

ITEM NO. 10
APPROVE PURCHASE OF ONE (1)
DIAGNOSTIC SCANNER FROM SNAP-ON (BUDGETED)

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve the purchase of one (1) diagnostic scanner from Snap-On (Budgeted).

ITEM NO. 11
APPROVE AWARD OF BID TO DITCH WITCH WEST – FOWLER
FOR ONE (1) WALK BEHIND TRENCHER WITH TRAILER (BUDGETED)

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously

supported to approve award of bid to Ditch Witch West – Fowler for one (1) walk behind trencher with trailer (Budgeted).

ITEM NO. 12

APPROVE WORK RELEASE NO. 089 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO PROVIDE SURVEYING SERVICES AND PLAT AND LEGAL DESCRIPTIONS FOR THE KEARNEY LATERAL THROUGH APN: 010-019-029

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve Work Release No. 089 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Provide Surveying Services and Plat and Legal Descriptions for the Kearney Lateral through APN: 010-019-029.

ITEM NO. 13

APPROVE WORK RELEASE NO. 090 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO PROVIDE SURVEYING SERVICES AND PLAT AND LEGAL DESCRIPTIONS FOR THE BURNETT LATERAL THROUGH APN: 060-003-042

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve Work Release No. 090 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Provide Surveying Services and Plat and Legal Descriptions for the Burnett Lateral through APN: 060-003-042.

ITEM NO. 15

APPROVE AMENDMENT NO. 06 TO GENERAL SERVICES AGREEMENT 2013-GSA-031 WITH GROVER LANDSCAPE SERVICES FOR REVISED MONTHLY RATE SCHEDULE

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve Amendment No. 06 to General Services Agreement 2013-GSA-031 with Grover Landscape Services for Revised Monthly Rate Schedule

ITEM NO. 16

APPROVE REQUEST TO RECONNECT SUBSTANDARD PARCEL (APN: 010-083-003 - MCCONNELL)

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve the request to reconnect substandard parcel (APN: 010-083-003 - McConnell).

ITEM NO. 17
APPROVE DEFERRED CONDITIONS OF
APPROVAL AGREEMENT (APNS: 229-060-10/19/20 –
JOE P. CORREIA AND LISA CORREIA TRUST, ANTHONY
L. LAWRENCE AND CAROL L. LAWRENCE 2005 TRUST)

A motion was made by Director DeBoer, seconded by Director Altieri, and was unanimously supported to approve the Deferred Conditions of Approval Agreement (APNS: 229-060-10/19/20 – Joe P. Correia and Lisa Correia Trust, Anthony L. Lawrence and Carol L. Lawrence 2005 Trust)

PULLED CONSENT ITEMS
ITEM NO. 14

ITEM NO. 14
APPROVE AMENDMENT NO. 08 TO PROFESSIONAL
SERVICES AGREEMENT 2009-PSA-016 WITH O'LAUGHLIN &
PARIS, LLP FOR REVISED HOURLY RATE SCHEDULE

After discussion by the Board, President Orvis asked General Counsel Fred Silva how to proceed. General Counsel Fred Silva stated that a vote needs to be taken, it has been properly noticed and there needs to be another item for a performance review that needs to be agendized for a future meeting. If a performance review is going to be held it needs to be noticed and Mr. O'Laughlin needs to be given notice of that.

A motion was made by Director Santos and seconded by Director Altieri to table this item and reschedule it for a Closed Session to do a performance review of services rendered by this provider and was voted by the following roll call vote:

Director Altieri	Yes
Director Doornenbal	No
Director Orvis	No
Director Santos	Yes
Director DeBoer	No

The motion failed by a 2-3 vote.

A motion was made by Director DeBoer and seconded by Director Doornenbal to approve Amendment No. 08 to Professional Services Agreement 2009-PSA-016 with O'Laughlin & Paris, LLP for Revised Hourly Rate Schedule and was voted by the following roll call vote:

Director Altieri	No
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	No

Director DeBoer	Yes
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The motion passed by a 3-2 vote.

A motion was made by Director DeBoer and seconded by Director Santos to hold a performance evaluation of O'Laughlin & Paris LLP on a future date when Mr. O'Laughlin is available and that the Board submit questions to the General Manager in advance of the meeting to be provided to O'Laughlin & Paris, LLP, and was voted by the following roll call vote:

Director Altieri	Yes
Director Doornenbal	No
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motion passed by a 4-1 vote.

ACTION ITEMS
ITEM NO. 18, 19, 20

ITEM NO. 18

**REVIEW AND TAKE POSSIBLE ACTION TO PROVIDE STAFF DIRECTION ON
EXTENDING A PROFESSIONAL SERVICES AGREEMENT WITH FEDAK & BROWN,
LLP FOR AUDIT SERVICES IN 2019, 2020 AND 2021 AND CONTINUATION OR NOT
OF THE PREPARATION OF A COMPREHENSIVE ANNUAL FINANCIAL REPORT
(CAFR) VERSUS THE PREPARATION OF AN ANNUAL FINANCIAL STATEMENT (AFS)**

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to extend the Professional Services Agreement with Fedak & Brown LLP for Audit Services in 2019, 2020 and 2021 and the preparation of an Annual Financial Statement (AFS).

ITEM NO. 19

**REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF
RESOLUTION FINDING THE 2019 TEMPORARY WATER TRANSFER
AGREEMENT BETWEEN OAKDALE IRRIGATION DISTRICT, SOUTH SAN
JOAQUIN IRRIGATION DISTRICT AND STOCKTON EAST WATER DISTRICT
EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

A motion was made by Director Doornenbal, seconded by Director DeBoer, and was unanimously supported to approve the Adoption of the Resolution Finding the 2019 Temporary Water Transfer Agreement between Oakdale Irrigation District, South San Joaquin Irrigation District and Stockton East Water District Exempt Under the California Environmental Quality Act (CEQA).

The following roll call vote was taken:

Director Altieri	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motion passed by a 5-0 vote.

ITEM NO. 20

**REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF
RESOLUTION FINDING EMERGENCY WATER SUPPLY AGREEMENT BETWEEN
OAKDALE IRRIGATION DISTRICT, SOUTH SAN JOAQUIN IRRIGATION DISTRICT
AND CHICKEN RANCH RANCHERIA ME-WUK INDIANS OF CALIFORNIA
EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

A motion was made by Director Doornenbal, seconded by Director Santos, and was unanimously supported to approve the Adoption of the Resolution Finding Emergency Water Supply Agreement between Oakdale Irrigation District, South San Joaquin Irrigation District and Chicken Ranch Rancheria Me-Wuk Indians of California Exempt Under the California Environmental Quality Act (CEQA).

The following roll call vote was taken:

Director Altieri	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motion passed by a 5-0 vote.

DISCUSSION

ITEM NO. 21

ITEM NO. 21

PRESENTATION OF TWO-MILE BAR TUNNEL VIDEO

A presentation of Two-Mile Bar Tunnel Video was presented by Jason Jones.

COMMUNICATIONS
ITEM NO. 22

A. GENERAL MANAGERS REPORT

General Manager Steve Knell discussed fish counts in the Stanislaus River and the opportunity for Directors to go on the Stanislaus NFP Electrofishing Tour with FishBio.

General Manager Steve Knell discussed the SJTA Commissioner's Meeting yesterday and their vote of approval to encourage EPA to move forward with their review of the State Water Resources Control Board's Water Quality Control Plan and make a sufficiency determination.

B. COMMITTEE REPORTS

Director Doornenbal discussed the SIGMA Ad Hoc Committee meeting that he attended with Eric Thorburn and Emily Sheldon. He was thankful that we have two people on staff that are doing an awesome job with this project.

C. DIRECTORS COMMENTS

Director Altieri

Director Altieri commented on her interest in pursuing the idea of using flags, similar to what they do on beaches, along the river to inform the public on river safety. She contacted Les Porter, fire rescue personnel, and he indicated he too would work on his end to do something about getting this up and running. She also felt it would be nice if OID helped with this flag proposal, and would be willing to spearhead it as an Ad Hoc Committee.

Director Orvis recommended that she bring it up at the Tri-Dam Meeting since it can also go into South San Joaquin's area.

Director Doornenbal

Director Doornenbal stated that the Directors all attended numerous ACWA seminars in Monterey. He was a little disappointed on what little emphasis ACWA put on Ag in this conference. Seemed mostly about clean drinking water.

Director Santos

Director Santos stated that she met a strong willed women in the sexual harassment course who was a compliance coordinator for several large cities. The lady talked about workplace issues she had experienced.

Director DeBoer

Director DeBoer commented on the properties that are inside the OID that are not using OID water. He stated that we need to start reaching out and getting those people brought back to using surface water because of SGMA.

He stated that he really enjoyed the Group to Team training the Directors and Staff attended. He stated that he has seen and feels the differences today. Director DeBoer feels that the Board needs to keep working on it. He stated that he is committed and he thinks the Board is also committed to do this. The improvement will be a positive statement to our constituents.

Director DeBoer congratulated Staff on the completion of the new Tunnel.

Director DeBoer stated that ACWA was very good. The seminar on the Delta was informative and interesting. It demonstrated the complexity of water in the State of California. The SIGMA seminar was also a big eye opener. There are counties that have already figured out how much each parcel is going to be able to pump upon full enforcement of SIGMA.

Director Orvis

Director Orvis thanked everybody who attended the 105th annual meeting of Stanislaus County Farm Bureau. He also commented on the challenges in California both legislatively and legally ahead.

Director Orvis attended the JPIA portion of ACWA which is the insurance division.

Director Orvis also attended the SIGMA seminar and he believes it will be a great equalizer, because groundwater is our water to be used as a last resort.

Member of the public, Robert Frobose, commented on Closed Session.

At the hour of 11:06 a.m. the meeting adjourned to Closed Session.

CLOSED SESSION
ITEM NO. 23

A. Government Code §54956.9(d)(2) – Anticipated Litigation
Significant Exposure to Litigation Four (4) Cases

B. Government Code §54957
Public Employee Discipline/Dismissal/Release

C. Government Code §54956.9(d)(1) - Existing Litigation (3 cases)
In re PG&E Corporation, U.S. Bankruptcy Court Case No. 19-30088-DM
SJTA, et al. v. State Water Resources Control Board
Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.

Director Altieri left Closed Session at the hour of 1:00 p.m.

At the hour of 1:31 p.m. Director Santos recused herself and left the Board Meeting prior to the Board taking a vote on the case of Oakdale Irrigation District v. Linda Santos, et al; and at the hour of 1:34 p.m., Director Santos returned to the Board Meeting

At the hour of 1:36 p.m. the Board reconvened to open session.

Coming out of Closed Session President Orvis reported that by a vote of 4-0 the Board approved the filing of a Notice to Appear in the case of In re PG&E Corporation, U.S. Bankruptcy Court Case No. 19-30088-DM.

President Orvis also reported that by a vote of 3-0 the Board approved the filing of a dismissal of the case of Oakdale Irrigation District v. Linda Santos and Gail Altieri.

OTHER ACTION
ITEM NO. 3

At the hour of 1:38 p.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, June 4, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, June 20, 2019 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Thomas D. Orvis, President

Attest:

Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019- 10**

**APPROVING A CALIFORNIA ENVIRONMENTAL QUALITY ACT
NOTICE OF EXEMPTION FOR THE
SOUTH SAN JOAQUIN AND OAKDALE IRRIGATION DISTRICTS
AND STOCKTON EAST WATER DISTRICT'S
2019 TEMPORARY WATER TRANSFER AGREEMENT**

WHEREAS, the Oakdale Irrigation District (OID) and the South San Joaquin Irrigation District (SSJID), collectively referred to as "Districts", are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and

WHEREAS, Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River for irrigation of the lands within the Districts, and various post-1914 appropriative rights to store Stanislaus River water in various reservoirs for diversion to irrigate lands within the Districts, as well as to generate electrical power; and

WHEREAS, the Stockton East Water District (SEWD) is a district operating under and by virtue of Division 11 of the California Water Code; and

WHEREAS, SEWD wishes to purchase up to 1,000 acre-feet of water under a temporary water transfer from the Districts during the 2019 irrigation season for irrigation of developed agricultural lands outside the SEWD boundaries; and

WHEREAS, the proposed water to be provided will be delivered from Goodwin Dam to the intended recipients via existing SEWD diversion and conveyance facilities; and

WHEREAS, the lands of the intended recipients overly the Eastern San Joaquin Groundwater Subbasin, and without the proposed water to be provided under the temporary water transfer those lands would rely solely on groundwater for their irrigation supply; and

WHEREAS, SEWD will pay OID and SSJID for every acre foot of water drawn under the Agreement; and

WHEREAS, the proposed Project would utilize existing water conveyance infrastructure with negligible or no expansion beyond current use; and

WHEREAS, the proposed Project has been determined by the Board of Directors to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Division 6, Chapter 3, Section 15301, Class 1, Existing Facilities; and

WHEREAS, the existing diversion and conveyance facilities are located in Tuolumne, Calaveras, Stanislaus, and San Joaquin Counties; and,

WHEREAS, OID is the custodian of the documents or other material which constitute the record of proceedings upon which the Board's decision is based, and the District office is the location of this record; and

NOW THEREFORE, BE IT RESOLVED, by this Board of Directors that:

1. The foregoing recitals are true and correct.
2. The proposed Project has been determined by the Board of Directors to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Division 6, Chapter 3, Section 15301, Class 1, Existing Facilities.
3. A Notice of Exemption is approved (and is on file with the District's records).
4. The District's Staff is authorized and directed to file a Notice of Exemption at the Clerk's Office (or other authorized place) of Tuolumne, Calaveras, Stanislaus, and San Joaquin Counties and in the manner prescribed by the CEQA.

Upon motion of Director Doornenbal, seconded by Director DeBoer, and duly submitted to the Board for its consideration the above titled resolution was unanimously adopted this 14th day of May, 2019.

The following roll call vote was taken:

Director Altieri	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019- 11**

**APPROVING A CALIFORNIA ENVIRONMENTAL QUALITY ACT
NOTICE OF EXEMPTION FOR THE
SOUTH SAN JOAQUIN AND OAKDALE IRRIGATION DISTRICTS'
EMERGENCY WATER SUPPLY AGREEMENT PROJECT**

WHEREAS, the Oakdale Irrigation District (OID) and the South San Joaquin Irrigation District (SSJID), collectively referred to as "Districts", are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and

WHEREAS, Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River for irrigation of the lands within the Districts, and various post-1914 appropriative rights to store Stanislaus River water in various reservoirs for diversion to irrigate lands within the Districts, as well as to generate electrical power; and

WHEREAS, the Chicken Ranch Rancheria Me-Wuk Indians of California (Tribe) are a federally recognized Tribe pursuant to 81 Fed. Reg. 5019-5025, and as such a sovereign nation as defined by Pub. L. 103-454 and 108 Stat. 4791, 4792, located within the County of Tuolumne; and

WHEREAS, the Tribe wishes to enter into an agreement with the Districts for raw, untreated water for emergency beneficial uses, including municipal purposes by the Tribe, fire suppression on Tribal and non-Tribal lands, and a secure reserve water supply for Columbia Air Attack Base; and

WHEREAS, emergency conditions include unexpected occurrences such as fire, water supply outages, significant reductions in current municipal supply amounts such that they interrupt or dramatically reduce supplies for Tribal use, or other similar incidents.

WHEREAS, the Districts will provide up to 100 acre-feet of water per year from Lake Tulloch and/or New Melones Reservoir to the Tribe for emergency purposes; and

WHEREAS, the Tribe will pay OID and SSJID for every acre foot of water drawn under the Agreement; and

WHEREAS, the proposed Project would utilize existing water conveyance infrastructure and no construction would take place; and

WHEREAS, the proposed Project has been determined by the Board of Directors to be exempt from the California Environmental Quality Act (CEQA) pursuant to the emergency statutory exemption of the California Public Resources Code Section 21080, subdivision (b) (4), specific actions necessary to prevent or mitigate an emergency; and

WHEREAS, Lake Tulloch and New Melones Reservoir are located in Tuolumne and Calaveras Counties; and,

WHEREAS, OID is the custodian of the documents or other material which constitute the record of proceedings upon which the Board's decision is based, and the District office is the location of this record; and

NOW THEREFORE, BE IT RESOLVED, by this Board of Directors that:

1. The foregoing recitals are true and correct.
2. The proposed Project has been determined to be exempt from CEQA under the emergency statutory exemption of the California Public Resources Code, Section 21080, subdivision (b) (4), specific actions necessary to prevent or mitigate an emergency.
3. A Notice of Exemption is approved (and is on file with the District's records).
4. The District's Staff is authorized and directed to file a Notice of Exemption at the Clerk's Office (or other authorized place) of Calaveras and Tuolumne Counties and in the manner prescribed by the CEQA.

Upon motion of Director Doornenbal, seconded by Director Santos, and duly submitted to the Board for its consideration the above titled resolution was unanimously adopted this 14th day of May, 2019.

The following roll call vote was taken:

Director Altieri	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: June 4, 2019
Item Number: 4
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Oakdale Irrigation District's Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Rinker Materials	72" Pipe	\$105,790.22
Applied Technology Group, Inc.	Antennas, Orbit ECR	\$37,639.91
Krohne, Inc.	16" Enviromag Flow Sensor, Converter	\$32,488.72
W.H. Breshears, Inc.	Fuel	\$27,817.43
PG&E	Electricity	\$26,931.18
Valley Air Conditioning & Heating	HVAC Equipment	\$16,155.00
Damrell, Nelson, Schrimp	Attorney Fees-February	\$15,610.03
Dennis Wing Trucking	Haul Dirt	\$14,904.00
Condor Earth Technologies, Inc.	WR #012, WR #018	\$14,814.50
Morrill Industries, Inc.	12", 14", 18", & 20" Starter Couplers	\$12,785.71
	Sub Total Top Ten:	\$304,936.70
	Other Obligations:	\$101,126.66
	Total Obligations:	\$406,063.36

FISCAL IMPACT: \$406,063.36

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

Motion by: _____ Second by: _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

June 4, 2019

Accounts Payable
Check Register - June 4, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
25747	5/16/2019	White, Virgil	\$343.42	Background Check for Hazmat, Steel-Toe Boots Reimb.
25748	5/21/2019	Airgas USA, LLC	\$4.68	Nitrogen
25749	5/21/2019	California State Disbursement Unit	\$572.29	Levy
25750	5/21/2019	City of Oakdale - Public Works	\$10.00	Back Flow Device Certification
25751	5/21/2019	Comcast Business	\$322.33	Office Phone Charges-May
25752	5/21/2019	Fishbio Inc.	\$2,404.44	Honolulu Bar III-March
25753	5/21/2019	Franchise Tax Board	\$175.00	Levy
25754	5/21/2019	George Reed, Inc.	\$243.31	Crushed Rock
25755	5/21/2019	Modesto Irrigation District	\$423.58	Electricity-April
25756	5/21/2019	Newegg Business, Inc.	\$32.31	Resealable Bags
25757	5/21/2019	P G & E	\$26,931.18	Electricity
25758	5/21/2019	Samba Holdings, Inc.	\$160.00	Fleet Watch-April
25759	5/21/2019	Sierra Control Systems, LLC	\$4,199.20	WR #005
25760	5/21/2019	Signs By Randy	\$379.31	Laminated Panel, Banner
25761	5/21/2019	United Rentals Northwest, Inc.	\$195.00	Spreader Bar Kit Pickup Charge
25762	5/21/2019	Verizon Wireless	\$2,182.68	Cimis Station, Cell Phone Charges-April
25763	6/4/2019	Sellhorn, Hans & Mary	\$12.84	Refund - APN: 002-057-033
25764	6/4/2019	Ace Hardware	\$602.06	Bulbs, PVC Adapters, Elbows, Butane, Cement
25765	6/4/2019	Airgas USA, LLC	\$344.85	Nitrogen, Ratchets
25766	6/4/2019	Amazon	\$882.30	Monitor Kit, Workstation, Gloves, Replacement Batteries
25767	6/4/2019	Apparel Graphics, Inc.	\$159.64	Employee Sweatshirts
25768	6/4/2019	Applied Technology Group, Inc.	\$37,639.91	Antenna, Orbit ECR
25769	6/4/2019	AT&T Mobility	\$53.55	GPS Device-May
25770	6/4/2019	Buila, Joseph	\$15.42	ID51 - Mileage
25771	6/4/2019	California Department of Consumer Affairs	\$115.00	Engineering Certificate Renewal
25772	6/4/2019	California State Disbursement Unit	\$572.29	Levy
25773	6/4/2019	C & C Portables, Inc.	\$1,440.89	Portable Toilet Rental - May
25774	6/4/2019	CDCE Inc.	\$3,785.84	Panasonic Toughbook Laptop
25775	6/4/2019	Chicago Title Co.	\$588.37	Refund-APN: 010-025-08
25776	6/4/2019	Coffee Break Service, Inc.	\$104.21	Coffee Service
25777	6/4/2019	Comcast	\$605.91	Analog Lines, T.V., Internet-May
25778	6/4/2019	Condor Earth Technologies, Inc.	\$14,814.50	WR #012, WR #018
25779	6/4/2019	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$15,610.03	Attorney Fees - February
25780	6/4/2019	DeBoer, Brad	\$427.18	ACWA/JPIA Spring Conference Expenses
25781	6/4/2019	Delta Truck Center	\$1,346.20	Elements, Filters
25782	6/4/2019	Dennis Wing Trucking	\$14,904.00	Haul Dirt
25783	6/4/2019	DLT Solutions, LLC	\$72.30	Auto CAD Subscription 5/08/19 - 5/07/20
25784	6/4/2019	Don's Mobile Glass, Inc.	\$508.00	Windshield Replacements
25785	6/4/2019	Drill Tech Drilling & Shoring, Inc.	\$316.88	Hydrant Meter Deposit Refund
25786	6/4/2019	Ellis Self Storage, Inc.	\$85.00	Storage-June
25787	6/4/2019	EZ Haul	\$3,623.87	Premier Plug
25788	6/4/2019	Fastenal Company	\$297.07	Batteries, Sealant
25789	6/4/2019	First American Title Company	\$24.00	Refund-APN: 062-030-005
25790	6/4/2019	Franchise Tax Board	\$175.00	Levy
25791	6/4/2019	Gilton Resource Recovery Transfer Facility, Inc.	\$4,479.28	Waste Disposal - April

Accounts Payable
Check Register - June 4, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
25792	6/4/2019	Gilton Solid Waste Management, Inc.	\$954.96	Refuse Charges - April
25793	6/4/2019	Haidlen Ford	\$2,773.15	Wiring, Regulator, Turbo - #30, Calipers, Shocks, Gear
25794	6/4/2019	Hilmar Lumber, Inc.	\$1,841.76	18" & 21" Tees, 21" Bell Reducer
25795	6/4/2019	Hughson Farm Supply	\$73.44	Chain
25796	6/4/2019	Ketchum Jr., Castle	\$27.03	ID41-Mileage
25797	6/4/2019	Krohne Inc.	\$32,488.72	16" Krohne Enviromag Flow Sensor, Flow Converter
25798	6/4/2019	McCrometer, Inc.	\$3,637.23	12" McMag 3000
25799	6/4/2019	Mission Uniform Service	\$1,880.98	Uniform Service
25800	6/4/2019	Modesto Battery	\$3.88	Battery
25801	6/4/2019	Modesto Bee	\$600.00	Social Media Sponsored Post
25802	6/4/2019	Moore Quality Galvanizing L.P.	\$220.83	Expanded Metal Sheets, Plates
25803	6/4/2019	Morrill Industries, Inc.	\$12,785.71	12", 14", 18" & 20" Starter Couplers
25804	6/4/2019	Motor Parts Distributors, Inc.	\$499.60	Oil
25805	6/4/2019	Neopost USA Inc.	\$238.82	Postage Meter Rental 6/08/19 - 9/07/19
25806	6/4/2019	Newegg Business, Inc.	\$97.03	3' Cables
25807	6/4/2019	NorCal Kenworth	\$923.56	Air Filter, Lube Filter , Control Switch
25808	6/4/2019	North Coast Laboratories Ltd.	\$800.00	Aquatic Pesticide Water Sample
25809	6/4/2019	North American Title Company	\$13.19	Refund - APN: 064-020-009
25810	6/4/2019	Oakdale Automotive Repair & Tire	\$1,577.61	Alignment-#92, Tires
25811	6/4/2019	Oakdale Auto Parts	\$334.71	Bulbs, Grommets, Hydraulic Hose, Adapters
25812	6/4/2019	Oakdale Leader	\$822.36	Ad - Construction Work Bids
25813	6/4/2019	Oak Valley Hospital	\$487.00	Pre-Employment Exam, Medical Cards
25814	6/4/2019	Office Depot	\$1,595.17	Paper, Staplers, Ink, Toner, Battery Backup
25815	6/4/2019	O'Laughlin & Paris LLP	\$8,436.25	Attorney Fees - April
25816	6/4/2019	Old Republic Title Company	\$10.92	Refund-APN: 002-014-052
25819	6/4/2019	Ontel Security Services, Inc.	\$275.00	Security Monitoring - April
25820	6/4/2019	Operating Engineers Union Local No. 3	\$3,136.00	Union Dues - PPE 5/11/19
25821	6/4/2019	Pakmail	\$193.37	Shipping Charges
25822	6/4/2019	Pape Machinery - Power Plan	\$4,422.33	Elbows , Adapters, Valve, Harness, Pulley, Tensioner
25823	6/4/2019	P & L Concrete Products, Inc.	\$112.71	Concrete
25824	6/4/2019	Portola Systems, Inc.	\$3,749.00	Microsoft SQL Server Licenses
25825	6/4/2019	Principal Financial Group	\$902.68	Life Insurance-June
25826	6/4/2019	Rain For Rent	\$7,332.47	Suction Hoses, Strainer, Brackets
25827	6/4/2019	Redwood Health Services	\$329.75	125 Cafeteria Plan & Cobra - June
25828	6/4/2019	Resource Building Materials	\$157.17	Concrete
25829	6/4/2019	Rinker Materials	\$105,790.22	72", 42" x 7.75' RCP Pipe
25830	6/4/2019	Rubicon, Inc.	\$2,506.62	Modbus Loom, Controller Housing, Antenna, Outlet
25831	6/4/2019	Safety-Kleen	\$939.47	Oil
25832	6/4/2019	Santos, Linda	\$394.55	ACWA Spring Conference Expenses
25833	6/4/2019	South San Joaquin Irrigation District	\$693.88	Routine Joint Supply Maintenance - April
25834	6/4/2019	Stewart Title of California, Inc.	\$175.18	Refund-APN: 064-018-022
25835	6/4/2019	Streamline	\$400.00	Monthly Web Fee-April
25836	6/4/2019	Target Specialty Products	\$4,368.76	Weedar, Roundup
25837	6/4/2019	TP Express	\$150.00	Portable Toilet Rental-June

Accounts Payable
Check Register - June 4, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
25838	6/4/2019	Turlock Irrigation District	\$70.16	6 Bags Quickrete
25839	6/4/2019	United Rentals Northwest, Inc.	\$7,425.29	Hose Kits, Filters, Carb Kits, Seal Kits, Air Compressor
25840	6/4/2019	USA BlueBook	\$58.05	Acrylic Sight Glass Tube
25841	6/4/2019	Valley Air Conditioning & Heating	\$16,155.00	HVAC Equipment
25842	6/4/2019	Warden's Office Products	\$632.77	Sit-Stand Workstation
25843	6/4/2019	W. H. Breshears, Inc.	\$27,817.43	Fuel
25844	6/4/2019	White Cap Construction Supply	\$2,566.47	Drills, Cordless Tool Combo Kits
			<u>\$406,063.36</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
June 4, 2019

Voided Check No. 25205, 25667, 25668, 25817, 25818

THE FOREGOING CLAIMS, NUMBERED 25747 Through 25844 INCLUSIVE
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT
AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: June 4, 2019
Item Number: 5
APN: N/A

SUBJECT: APPROVE OLD IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Old Improvement District's Statement of Obligations

BACKGROUND AND DISCUSSION:

Check number 0110 for the reimbursement of Improvement District's April 2019 O & M expenses in the amount of \$28,576.77 is being submitted for Board approval.

FISCAL IMPACT: \$28,576.77

ATTACHMENTS:

➤ Statement of Obligations

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2019 - JUNE 4, 2019**

CHECK

NO.	PAYABLE TO:	AMOUNT	DATE
0105	OAKDALE IRRIGATION DISTRICT	\$57,296.58	01/15/2019
0106	OAKDALE IRRIGATION DISTRICT	79,207.42	02/05/2019
0107	OAKDALE IRRIGATION DISTRICT	33,317.28	03/05/2019
0108	OAKDALE IRRIGATION DISTRICT	4,550.38	04/02/2019
0109	OAKDALE IRRIGATION DISTRICT	23,528.12	05/14/2019
0110	OAKDALE IRRIGATION DISTRICT	28,576.77	06/04/2019

THE FOREGOING CLAIM NUMBERED 0110 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

0110

DATE: 4-Jun-19		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	April O & M Expense	I.D. #	April O & M Expense		
1	341.15	31	385.47 489.62 1,182.95 1,373.85		Note: Included Misc. Recon. Items
2		36			
8		38			
13		41			
19		45			
20		46		I.D. #	Construction In Progress
21		48		45	\$24,803.73
22		51		51	
26		52			
29					
SUB-TOTAL	\$341.15	SUB-TOTAL	\$3,431.89	SUB-TOTAL	\$24,803.73
VOUCHER CHARGES					
Maintenance & Operations				\$3,773.04	
Capital Projects				\$24,803.73	
TOTAL AMOUNT				\$28,576.77	

BOARD AGENDA REPORT

Date: June 4, 2019
Item Number: 6
APN: N/A

SUBJECT: APPROVE CAPITAL WORK ORDER NUMBERS ASSIGNED

RECOMMENDED ACTION: Approve the Capital Work Order Numbers Assigned and Acknowledge Assignment for Historical Record

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District Fixed Asset Capitalization and Depreciation Policy was adopted at the Board meeting of December 21, 2010. Within the policy, the Work Order Approval Form process is described.

Annually the Board of Directors considers capital asset acquisitions as part of the budget process. In the Board's desire to implement the Capital Projects budget "in the most efficient and effective manner, the Policy delegates authority to the General Manager to "execute and expend funds for Capital Projects as defined in the Annual Budget."

The policy also states that "following General Manager approval, the Work Order is submitted to the Board for approval of the assigned work order number and as a mechanism of providing historical record."

The attached listing of Work Orders are submitted for approval.

FISCAL IMPACT: \$173,200

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

Oakdale Irrigation District
Assigned Workorder Numbers
June 4, 2019

<u>Work Order No.</u>	<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>
2019-012		Springbrook Software Upgrade	\$ 30,000
2019-013	Crane Pipeline	Replace existing gate with 1-24"x15' Fresno 101C slide gate. (APN: 063-025-007)	3,900
2019-014	Clavey Pipeline	Replace existing gate with 1-14"x17'-3" Fresno fabricated square slide gate. (APN: 010-072-004)	7,200
2019-015	Hirschfeld Pipeline	Replace existing gate with 1-12"x5' Fresno 101C slide gate. (APN: 207-032-009)	2,000
2019-016	Hirschfeld Pipeline	Replace two drain valves with 20' 12" 100 PSI PIP PVC, 1-12" line gate, 2-flanged bolt-on couplers, 2-12" starter couplers, and 2-concrete connection collars. (APN: 207-370-14/17)	11,100
2019-017	Keeley Lateral	Install 1-16" Krohne Enviromag 2000 Flow Meter, 22' of 15" 100 PSI PIP PVC, and 2-concrete connection collars. (APN: 063-029-010/049)	34,400
2019-018	Burnett Lateral	Install 1-16" Krohne Enviromag 2000 Flow Meter, 15" 100 PSI PIP PVC, 3-15" Starter Couplers and 1-concrete connection collar (APN: 006-003-042)	37,100
2019-019	Crawford River Pump	Install 1-18" Krohne Enviromag 2000 Flow Meter, 2-18" starter couplers and 1-data logger. (APN: 062-002-001/002)	36,500
2019-020	Brady River Pump	Install 1-McMag 3000 Electromagnetic Flow Meter (APN: 062-004-002)	11,000
			<u>\$ 173,200</u>

BOARD AGENDA REPORT

Date: June 4, 2019
Item Number: 7
APN: N/A

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT 2019-PSA-001 WITH FEDAK & BROWN, LLP AND AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Approve Professional Services Agreement 2019-PSA-002 with Fedak & Brown, LLP and Authorize General Manager to Execute

BACKGROUND AND/OR HISTORY:

Professional Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant providing it services. Fedak & Brown, LLP will be utilized by the District for services over several years. In order to be fully covered by their insurance for which we are listed as the additional insured, the District needs to have a signed contract.

Staff recommends that the Board authorize the General Manager to execute Professional Services Agreement 2019-PSA-001 with Fedak & Brown, LLP.

FISCAL IMPACT: Not to Exceed Amount: \$95,340.00 (total for three years)

ATTACHMENTS:

- Professional Services Agreement 2019-PSA-001 with Exhibit A
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of May 14, 2019 (the "Effective Date") by and between **Fedak & Brown LLP** ("Consultant"), with offices at 6081 Orange Avenue, Cypress, California 90630, and **Oakdale Irrigation District**, an irrigation district organized pursuant to Division 11 of the California Water Code ("Client"), with offices at 1205 East F Street, Oakdale, California 95361.

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

1. **Services:** Consultant and Client agree Consultant will perform the services identified as defined in **Exhibit "A"**. Consultant will provide:

Annual Audit Services for the Oakdale Irrigation District for the three years ending December 31, 2019, December 31, 2020 and December 31, 2021.

2. **Independent Contractor Relationship:** Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client. Consultant will not be entitled to any of the benefits which Client may make available to its employees, such as group insurance, profit-sharing or retirement benefits. 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. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Consultant is an independent contractor, Client 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. 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. Consultant warrants that, to the best of its knowledge, there is no other existing contract or duty on Consultant's part inconsistent with this Agreement.

3. **Manner of Performance:** The manner and means which Consultant chooses to complete the Work are in Consultant's sole discretion and control. In completing the Work, Consultant agrees to provide its own equipment, tools, and other materials at its own expense. Consultant shall perform the services necessary to complete the Work in a timely and professional manner consistent with industry standards.
4. **Changes/Amendments.** This Agreement may not be changed except by written amendment signed by both parties. Services not expressly set forth in this Agreement are excluded. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, in Client's reasonable discretion, to compensate Consultant for any reasonable additional costs directly attributable to the delay.
5. **Fees for Services:** The rates will be in accordance with the attached rates in **Exhibit "A"**. All rates will include payroll burdens and benefits, overhead, and profit. The rates identified on **Exhibit "A"** shall remain fixed for the duration of the Work; provided, however, that Consultant may request, in writing, a modification of such rates. Any modifications may only take effect if and after approved by the Client's Board of Directors, at which point Client and Consultant shall enter into a written modification of this Agreement to reflect such increased rates. In no event will Client be held accountable for any additional cost except in accordance with the terms and procedures of this Agreement.
6. **Payment:** Payment shall be made for undisputed invoices within thirty (30) days of receipt by Client of Consultant's invoice and per the current rate schedule attached as **Exhibit "A"**. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but within seven (7) days after receipt with an explanation setting forth the reasons in writing why the invoice is not proper. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. If any other payment schedules are needed by Consultant, the Consultant must obtain approval before work begins. All invoices for work performed are to be sent to the Client's accounts payable department with the project name listed on the invoice.
- Invoices submitted to Client for payment shall include a daily breakdown of tasks worked on, hours spent on specific tasks, and the parties performing the Work every day within the billing cycle. If the Client fails to pay invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend Work hereunder or may initiate collection proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.
7. **Insurance:** Consultant shall maintain insurance with the following required coverage and minimum limits and, upon request, shall provide insurance certificates to the Client:
- Commercial General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate
 - Auto Liability: \$1,000,000 per occurrence

- Workers' Compensation coverage:
- Consultant's coverage is primary and Client's coverage is noncontributory AM Best Rating A = VII or better
- Thirty (30) day notice of cancellation
- Professional Liability not less than: \$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, its directors, officers, employees and volunteers"** as additional insured's on the General and Auto liability policies.

9. **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.

A. **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).

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

- i. General liability of One Million Dollars (\$1,000,000) per occurrence 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.

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

- i. Client, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: 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 Work, 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.

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

10. **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 workers' 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 work.

11. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
12. **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.
13. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance shall state that Client will be notified in writing thirty (30) days prior to cancellation, of insurance. Consultant shall provide Client a certified copy of any and all applicable insurance policies upon request of Client. Timely renewal certificates will be provided to Client.
14. **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.

15. **Indemnity:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Consultant, Consultant's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Consultant, Consultant's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. 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 Work. 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.
16. **Laws, Regulations and Permits:** Consultant shall give all notices required by law and exercise due professional care to comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Consultant shall be liable for all violations of the law in connection with Work furnished by Consultant caused by Consultant's legal fault. If Consultant observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Consultant shall promptly notify Client in writing prior to proceeding with any Work in accordance therewith.
17. **Safety, Illness and Injury Prevention Plan (IIPP):** Client is not responsible for Consultant's means, techniques, sequences, or procedures, or the safety precautions and programs incident thereto. All work will be performed in compliance to the CAL/OSHA requirements and regulations. Consultant is not responsible for site safety at any site. Client or contractor will be responsible for site safety.
18. **Termination:** Either party may terminate this Agreement upon Thirty (30) days' written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination. If either party defaults in its obligations under this Agreement (including Client's obligation to make payments hereunder), the non-defaulting party may suspend performance under this Agreement, after giving seven (7) days written notice of its intention to suspend performance under this Agreement and if cure of the default is not commenced and diligently continued. Upon termination of the Agreement or earlier as requested by Client, Consultant shall deliver to Client any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Client Work Product or Proprietary Information of Client.
19. **Reuse of Work Products:** "Client Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Consultant in the course of any work performed for Client under this Agreement,

including all intellectual property rights associated therewith. Except for technology which (a) Consultant intends to use in performing the Work under this Agreement, (b) is either owned solely by Consultant or licensed to Consultant with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the Client Work Product shall be assigned to, and shall become, the property of Client and 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. Client shall have the right to make and retain copies and use all Work Products; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client will indemnify and hold Consultant harmless if work product is used for other than for its original intended purpose.

The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Client does so at its sole risk and discretion and CONSULTANT shall not be liable for any claims or damages resulting from or connected with the release or any third party's use of the Work Products. If software is intended or expected to be developed under this Agreement, Client shall execute a software license Agreement acceptable to Consultant.

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.

20. **Proprietary Information:** Consultant agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Client's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining Client's express written consent on a case-by-case basis. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, designs, developments, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of Client. Notwithstanding the other provisions of this Agreement, nothing received by Consultant will be considered to be Client's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Consultant from a third party without confidential limitations, (3) it has been independently developed for Consultant by personnel or agents having no access to the Client Proprietary Information, or (4) it was known to Consultant prior to its first receipt from Client. Consultant agrees not to disclose to

- Client, or bring into Client's premises, or induce Client to use any confidential information that belongs to anyone other than Client or Consultant.
21. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement by either party, Consultant agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with Client.
22. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant to Client for any and all claims arising out of this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based upon third party claims, shall not exceed fifty thousand dollars (\$50,000)
23. **Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.
24. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicate is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.
25. **Opinions of Cost:** Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of operations expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost.
26. **Miscellaneous:**
- A. This Agreement is binding upon the Client and Consultant. 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.
 - B. 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.
 - C. 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.

- D. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- E. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- F. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to Client for which there might be no adequate remedy at law, and Client is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

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

OAKDALE IRRIGATION DISTRICT

FEDAK & BROWN LLP

Name: Steve Knell, P.E.
Position: General Manager

Name:
Position:

Date

Date

Exhibit "A"

Cost Proposal for Financial Auditing Services



Oakdale Irrigation District

Prepared by:

Fedak & Brown LLP

Certified Public Accountants
Riverside, California & Cypress, California
(951) 783-9149 (657) 214-2307



Contact Person:

Christopher J. Brown, CPA, CGMA, Partner
chris@fedakbrownllp.com



Charles Z. Fedak, CPA, MBA
Christopher J. Brown, CPA, CGMA
Jonathan P. Abadesco, CPA
Andy Beck, CPA

Fedak & Brown LLP

Certified Public Accountants

Cypress Office:
6081 Orange Avenue
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(657) 214-2307
FAX (714) 527-9154

Riverside Office:
1945 Chicago Avenue, Suite C-1
Riverside, California 92507
(951) 783-9149

February 6, 2019

Ms. Sharon Cisneros, CPA, Chief Financial Officer
Oakdale Irrigation District
1205 East F Street
Oakdale, California 95361

Re: Request for Audit Services Proposal

Dear Ms. Cisneros:

Based on our understanding of the Oakdale Irrigation District (District) requirements, our all-inclusive maximum price fee for audit services at our discounted rates for the year ending December 31, 2019 will be **\$31,150**. This fee is based on our understanding of the District's audit requirements.

Assuming there is no substantial change in the District's activities and operations, our all-inclusive maximum price fee for audit services for the years ending December 31, 2020 through 2021 will be **\$31,770** and **\$32,420**, respectively.

Our estimate for out-of-pocket expenses is a separate estimate and may not be utilized in total to the amount estimated. Again, these fees are based on the estimated costs to complete the audit. The components of this audit services fee proposal and out-of-pocket costs for the years ending December 31, 2019 through 2021 are itemized in the attached Exhibits.

Our not-to-exceed fee proposal is contingent upon our understanding of your requirements and the assistance we require as noted in our original audit technical proposal.

Additional services not included in this proposal will be based on our discounted billing rates based on the level of experience required. We would execute a separate contract for these services, if they are requested by the District.

I am authorized to make representations for Fedak & Brown LLP and am duly authorized to sign a contract with the District.

Christopher J. Brown, CPA CGMA

February 6, 2019

Date

Exhibit I – Proposed Hours and Our Fees

Proposed Hours and Our Fees

We anticipate that, for the years ending December 31, 2019 through 2021, the audit of the District will require approximately 240 audit hours. These hours, by major area, are summarized as follows:

Breakout of Audit Hours				
Audit Steps	Partner	Manager	Staff	Total
Planning	4	8	20	32
Controls Testwork	8	24	32	64
Substantive Testwork	8	32	48	88
Reporting	10	26	20	56
	30	90	120	240

As shown above, we expect approximately 50% of engagement hours to come from the Partners and Managers assigned to the engagements.

Working on the premise that we will be provided with all the documents listed per our audit requirements (will be provided prior to commencement of fieldwork), we expect to perform the audit of the District at fees as stated in the attached Schedule of Professional Fees on Page 3 for the years ending December 31, 2019 through 2021, respectively.

Our fees are based on the product of the time spent on the engagement and the billing rates of the individuals assigned, plus out-of-pocket costs (such as report reproductions, typing, postage, travel, copies, telephone, etc.). We will obtain the assistance of District's personnel to the extent possible and otherwise endeavor to keep these charges to a minimum. We will submit progress billings monthly to your office as our work progresses, which will be due and payable thirty days from the date of the invoice.

Based upon the present size and scope of the activities of the District, we expect to perform the services enumerated above at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audit.

In accordance with your request for proposal and the Office of Management and Budget Circular A-128, we will maintain our work papers for a minimum of seven years and make them available to the District, state agencies, the General Accounting Office, and other parties upon the direction of the District. We have provided a breakdown of our current hourly rates, which would apply to this engagement on the attached Schedule of Professional Fees by Hours on Pages 4 through 5 of this cost proposal.

We want the Board to understand that we will provide any assistance and answer any questions that the District's staff or members of the Boards may have when they arise for the entire duration of our contract. We find it important to stay abreast of the District's activities and issues during the entire engagement.

We would like to thank you and the Board for the opportunity to submit a proposal for the auditing services of the District. Because of our experience in special districts and agencies, we will provide you with accounting updates (GASB) to assist in your operations as well as meet the audit needs of the organization. We will also continually make recommendations on these and other matters that come to our attention. We are proud of the professional services we provide and encourage you to make inquiries to any of our clients about their satisfaction with our services and the quality of our staff.

Exhibit II – Schedule of Professional Fees

Oakdale Irrigation District					
Engagement Fees By Calendar Year	Audit Service Fees*	Not-to-Exceed Estimate of Out of Pocket Costs**	Total Audit Fee	Additional Items	Total Engagement
Year 2019	\$ 25,050	2,500	27,550	3,600	31,150
Year 2020	25,560	2,550	28,110	3,660	31,770
Year 2021	26,130	2,600	28,730	3,690	32,420
Total Three Year Contract Price	\$ 76,740	7,650	84,390	10,950	95,340

- * Professional audit services fees, including preparation of the Comprehensive Annual Financial Report (CAFR) – labor only.
 ** Estimate of out-of-pocket costs consist of: travel, mileage, postage and printing costs. Out-of-pocket costs may not be fully utilized.
 *** Additional items consist of: (1) Audit of the District's Improvement District; and (2) Preparation of the District and the District's Financing Authority's Annual State Controller's Report.

Exhibit III – Schedule of Professional Fees by Hours

Oakdale Irrigation District Calendar Year 2019 Breakdown of Fees by Hours			
	Hours	Hourly Rates	Total
Calendar Year 2019 Audit of:			
District's Comprehensive Annual Financial Report	30	\$ 145	\$ 4,350
Partner - Engagement & Technical	90	130	11,700
Manager	120	75	9,000
Staff			
Total Financial Statement Audit for 2019	240		25,050
Out-of-Pocket Expenses (Travel, Postage & Printing Costs)			2,500
Total Maximum for 2019			27,550
Additional Items Asked to be Priced by the District			
Audit of the District's Improvement District	20	120	2,400
Preparation of the District's Financing Authority's			
Annual State Controller's Report	3	120	360
Preparation of the District's Annual State Controller's Report	7	120	840
Total Additional Items for 2019	30		3,600
Total Maximum with Additional Items for 2019	270		\$ 31,150
Oakdale Irrigation District Calendar Year 2020 Breakdown of Fees by Hours			
	Hours	Hourly Rates	Total
Calendar Year 2020 Audit of:			
District's Comprehensive Annual Financial Report	30	\$ 148	\$ 4,440
Partner - Engagement & Technical	90	132	11,880
Manager	120	77	9,240
Staff			
Total Financial Statement Audit for 2020	240		25,560
Out-of-Pocket Expenses (Travel, Postage & Printing Costs)			2,550
Total Maximum for 2020			28,110
Additional Items Asked to be Priced by the District			
Audit of the District's Improvement District	20	122	2,440
Preparation of the District's Financing Authority's			
Annual State Controller's Report	3	122	366
Preparation of the District's Annual State Controller's Report	7	122	854
Total Additional Items for 2020	30		3,660
Total Maximum with Additional Items for 2020	270		\$ 31,770

Exhibit III – Schedule of Professional Fees by Hours

Oakdale Irrigation District Calendar Year 2021 Breakdown of Fees by Hours			
	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total</u>
Calendar Year 2021 Audit of:			
District's Comprehensive Annual Financial Report	30	\$ 149	\$ 4,470
Partner - Engagement & Technical	90	134	12,060
Manager	120	80	9,600
Staff			
Total Financial Statement Audit for 2021	<u>240</u>		<u>26,130</u>
Out-of-Pocket Expenses (Travel, Postage & Printing Costs)			<u>2,600</u>
Total Maximum for 2021			<u>28,730</u>
Additional Items Asked to be Priced by the District			
Audit of the District's Improvement District	20	123	2,460
Preparation of the District's Financing Authority's			
Annual State Controller's Report	3	123	369
Preparation of the District's Annual State Controller's Report	<u>7</u>	<u>123</u>	<u>861</u>
Total Additional Items for 2020	<u>30</u>		<u>3,690</u>
Total Maximum with Additional Items for 2021	<u>270</u>		<u>\$ 32,420</u>

BOARD AGENDA REPORT

Date: June 4, 2019
Item Number: 8
APN: N/A

SUBJECT: APPROVE PURCHASE OF ONE (1) WELDER FROM AIRGAS (BUDGETED)

RECOMMENDED ACTION: Approve the Purchase of One (1) Welder from Airgas (Budgeted)

BACKGROUND AND/OR HISTORY:

The Support Services Department budgeted \$6,400.00 for the purchase of a welder. The current welder used by the District to be replaced is over ten years old, consumes excessive oil and is constantly having to be repaired. The welder is used for multiple tasks in the field such as fencing, banding grating, handrail and ladder modifications and a host of additional tasks. Support Services staff received quotes from three separate vendors, with Airgas being the lowest quote.

This was an anticipated expenditure and was included in the 2019 Budget.

FISCAL IMPACT: \$5,816.49 total (Budgeted \$6,400.00)

ATTACHMENTS:

- Quote Summary & Quotes
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

REQUESTED
BY D. SKOKAN

SITE Auto Mart. Shop

DATE 5-14-19
PO # _____
REQ # _____
ACCT # 15183

[illegible]



an Air Liquide company

AIRGAS USA, LLC
1301 ROCKEFELLER DR
CERES CA 95307-5050
T: 209-538-6821
F: 209-556-9309

QUOTATION

Quote For: 1157680
ATTN ACCOUNTS PAYABLE
OAKDALE IRRIGATION DISTRICT
1205 E F ST
OAKDALE CA 95361-4198
T: 209-847-0341

Sold To: 1157680
ATTN ACCOUNTS PAYABLE
OAKDALE IRRIGATION DISTRICT
1205 E F ST
OAKDALE CA 95361-4198
T: 209-847-0341

Quote Number	2008166763
Quote Date	05/07/2019
Prepared By	Victoria Soliman
Contact Phone	916-379-1000 / INT EXT 152
Account Manager	TIM BROWN
PO Number	Quote
Release Number	
Ordered By	David Skokan-209-968-4146

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
50	MIL907502 WELDER GENERATOR GAS ENGINE DRIVEN BOBCAT 250 EFI MULTI- PROCESS 40-250 AMP 17-28 VOLT KOHLER ENGINE 23HP AT 3600 RPM 2 CYLINDER AIR COOLED BASE MODEL	W136	1	EA			5,367.00	EA	5,367.00 (H)

Airgas Hazmat Charge (H) - see Itemized Charges on reverse or visit www.Airgas.com/terms-of-sale

7.42

Incoterms	Freight Paid by Airgas
Shipping Method	Airgas Truck
Payment Terms	NET 30

Quote Amount	5,374.42
Sales Tax	450.11
Quote Total	5,824.53

PLEASE REFER TO THIS QUOTATION WHEN ORDERING.

Terms and pricing are valid for a limited time only.

SURCHARGES, TAXES & FREIGHT MAY NOT BE INCLUDED OR MAY CHANGE AT TIME OF BILLING.

Rental and/or lease fees (and related charges) will apply to containers in your possession until returned to Airgas.
Rental and lease charges are invoiced separately from gas purchases.

Comments :

**Modesto Welding Products**1305 Granite Ln, Modesto, CA 95351
(209)527-0982**Sonora Airco Gas & Gear**19481 Village Dr. Sonora, CA 95370
(209)532-6959**Modesto Airco Gas & Gear**2203 Tenaya Dr., Modesto, CA 95354
(209)577-6655**QUOTATION # 1581**

5/08/2019

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1565134

OAKDALE IRRIGATN DISTRICT
PO BOX 188

OAKDALE CA 95361

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OOAKDALE IRRIGATN DISTRICT
1205 E 'F' STREETOAKDALE CA 95361
209-847-0341 FAX=999-999-9999

CYLINDER DELIVERED	Q U A N T I T Y ORDERED	U/M	PART IDENTITY DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	1	EA	@09- DELIVERY CHARGES	.Y 15.00	15.00
	1	EA	MIL-907502 HAZ BOBCAT 250 GAS DRIVE EFI	Y 5383.00	5383.00

THIS PRICE QUOTATION IS VALID FOR 30 DAYS
SPECIAL INSTRUCTIONS JO 05/08/19 15:49:20
* ##### *SUB TOTAL 5398.00
SALES TAX 452.08
CAOAKCITY**** QUOTE TOTAL ** 5850.08**THANK YOU FOR THE OPPORTUNITY TO QUOTE
QUOTES ARE VALID FOR 30 DAYS OUR TERMS NET 30 DAYS



www.westaigas.com
For Inquiries Contact:
Phone:

Quote # :1197577

5/9/2019

Customer: CASH SALE - MODESTO
Customer #: CS517
Address: 1205 East F Street
Oakdale, CA 95361-0000

Terms: Upon Receipt
Ship Method: DELIVERY/PU
PO #:
Salesperson: MODESTO HOUSE ACCOUNT
Quoted by: mdcover1

WestAir Gases & Equipment Inc. is pleased to quote the following:

Item Number	Qty	UOM	Description	Unit Price	Extended
MIL 907502	1.00	EA	BOBCAT 250 EFI NEW	5377.630	\$5,377.63

Subtotal 5,377.63
Freight 0.00
Delivery 0.00
Total Tax 450.38
Grand Total \$5,828.01

ALL PRICES ARE VALID UNTIL 6/8/2019

IMPORTANT: Acceptance of this quotation is subject to standard terms and conditions of WestAir Gases & Equipment Inc. . Prices quoted are based upon quantities specified. Changes in quantity may necessitate price revisions. WestAir Gases & Equipment Inc. is a warranty repair center for most equipment manufacturers, providing on site repairs.

CASH SALE - MODESTO

WestAir Gases & Equipment Inc.

DATE: _____ SIGNATURE: _____

DATE: _____ SIGNATURE: _____



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF JUNE 4, 2019

BOARD AGENDA REPORT

Date: June 4, 2019
Item Number: 9
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE IMPROVEMENT DISTRICT NO. 41'S (ID 41) REQUEST FOR A VARIANCE TO OID POLICY TO ALLOW ID 41 TO ACCEPT THE LOWEST SOLICITED BID IN LIEU OF COMPLETING THE FORMAL PUBLIC BIDDING PROCESS IN ACCORDANCE WITH OID'S PURCHASING POLICY

RECOMMENDED ACTION: Approve ID 41's Request for a Variance to OID Policy to Allow ID 41 to Accept the Lowest Solicited Bid in Lieu of Completing the Formal Public Bidding Process in Accordance With OID's Purchasing Policy

BACKGROUND AND/OR HISTORY:

Improvement District (ID 41) is currently operating on one pump and well that is approaching the end of its theoretical useful life and redundant sources of supply are required in order to comply with California Code of Regulations (CCR) Section § 64554 Title 22. Oakdale Irrigation District (OID) has been working with the Improvement District 41 (ID 41) Committee at the direction of the General Membership since 2012 to secure a second source of potable water supply from the City of Oakdale (City).

An Out-of-Area Agreement for Water Service between OID, as trustee of ID41, and the City has now been approved by LAFCO and the ID 41 Water Tie-In to the City of Oakdale Project (Project) plans have been drafted and approved by both Stanislaus County and the City of Oakdale. Upon approval of the plans OID solicited bids from multiple private construction companies known to have experience with the installation and replacement of potable water infrastructure. The ID 41 committee has reviewed the competitive bids and has recommended that ID 41 move forward with the lowest provided bid at \$80,052, rather than spend more ID 41 funds to complete a formal bid proceeding in accordance with OID's Purchasing Policy. Delaying the project could also result in an interruption in water service and a public health and safety issue if their single source of water supply failed in the meantime.

Irrigation districts are exempt from public bidding requirements (Water Code Section 20500 et seq.) except when the contract is financed by the sale of bonds or a limited assessment (Water Code Section 20561). In this case, ID 41 is not financing this project through the sale of bonds or an assessment. However, OID's Purchasing Policy directs staff to complete the formal public bidding process when purchasing new or new replacement capital items having a value in excess of \$5,000. ID 41 is requesting an exception to OID's policy to save time and money in this case, but requires the approval of OID's Board to do so.

FISCAL IMPACT: None

ATTACHMENTS: None

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



DISCUSSION ITEMS

**BOARD MEETING OF
JUNE 4, 2019**

DISCUSSION ITEM

Date:	June 4, 2019
Item Number:	10
APN:	N/A

SUBJECT: DISCUSSION / PRESENTATION ON GUIDING PRINCIPLES FOR USE OF SURPLUS WATER AND SERVICE AREA EXPANSION – BOARD POLICY

BACKGROUND AND DISCUSSION:

The attached Guiding Principles were adopted by the Board on March 6, 2006. The Principles outline how OID will manage its yearly supplies of surplus water for both transfer and SOI expansion. These Principles were developed and adopted by the Board after much public discussion and input on the subject during development of the Water Resources Plan. The adoption and certification of the Programmatic EIR for the Water Resources Plan made these Principles the Policy of OID as it relates to both transfers and SOI expansion.

The current Basin Planning process underway will require OID to revisit these Guiding Principles and determine their compatibility and relevancy to addressing OID's future needs. Based on that, a review on the development of this policy would be helpful in grounding the Board on the basis of the existing policy.

ATTACHMENTS:

- Minutes from the March 21, 2006 Board Meeting
- Board Policy on Guiding Principles for Use of Surplus Water and Service Area Expansion

Board Comments:

ITEM NO. 16
REVIEW AND TAKE POSSIBLE ACTION ON ADOPTION OF
GUIDING PRINCIPLES FOR EXPANSION OF WATER SERVICE
WITHIN OAKDALE IRRIGATION DISTRICT'S SPHERE OF INFLUENCE

The Water Resources Planning Committee has met, reviewed and provided input on the Guiding Principles for the expansion of water service within Oakdale Irrigation District's Sphere of Influence. The Guiding Principles will be presented to the Board for consideration and action.

Greg Eldridge of CH2M Hill recapped the Water Resources Plan to date and then turned over the discussion to Steve Knell, General Manager, for a Power Point presentation on the Guiding principles for expansion of water service within Oakdale Irrigation District's sphere of influence.

Following the presentation there was a discussion by the Board and members of the public. Thereafter a motion was made by Director Clark and seconded by Director Alpers to adopt the guiding principles as drafted, and was voted as follows:

Ayes:	Directors, Alpers, Clark, Webb
Noes:	Directors, Brichetto, Taro

GUIDING PRINCIPLES FOR USE OF SURPLUS WATER AND SERVICE AREA EXPANSION - DRAFT

- 1. Expansion into SOI shall not negatively impact existing OID customers as it relates to water supply reliability, cost of service, availability of service, etc.**

Basis No. 1A: LAFCO's MSR states, "In order to annex additional territory . . . the district must provide and/or demonstrate that there are sufficient quantities of water to serve additional territory without affecting the present service area and/or existing customers."

Basis No. 1B: OID Annexation Policy states under 4.3, "At such time as sufficient additional surface water supplies may become available through sources other than existing or renegotiated contracts or existing District rights, all lands within District receiving such water shall pay their proportionate share of the cost therefore."

Basis No. 1C: OID Annexation Policy states under 7A, "The basis for the Annexation Fee is to provide for the reimbursement . . . for the costs incurred by the District in constructing and purchasing the capital facilities and other capital investments used by the District to operate, maintain, repair, and replace its irrigation and irrigation related drainage works."

- 2. Transfers should achieve the greatest benefit with the least amount transferred.**

Basis No. 2A: Board and Staff are ethically and fiducially charged to insure the long-term economic health of OID.

Basis No. 2B: The highest rate of return for transferred water means less water in transfers and MORE water to do MORE local good (i.e. more agricultural lands farmed in SOI).

Basis No. 2C: Monies in excess of WRP needs may be used to establish a public benefits fund to benefit the entire community.

3. When surplus water becomes available over the next 20 years it shall be committed to meeting several priorities;
- a. transferred to meet the WRP Goals and economic needs of the District,
 - b. to insure the future water needs for the cities of Oakdale and Riverbank,
 - c. to increase opportunities for expansion within the sphere of influence
 - d. and other needs as determined by the Board

Basis No. 3A: Board and staff are ethically bound to insure the long-term security of the OID.

Basis No. 3B: Concentric circle planning is taking care of the "core" and then moving any remaining benefits outward.

4. Water made available for expansion into the SOI shall be provided as a supplemental supply to SOI users.

Basis No. 4A: SOI water users shall have groundwater wells in sufficient capacity to meet their water needs in a drought without use of OID water.

Basis No. 4B: Maximizes the amount of water for agriculture land expansion into the SOI.

Basis No. 4C: Provides maximum reliability to existing OID customers in a drought (i.e. supports Guiding Principle No. 1).

Basis No. 4D: Does not diminish the revenue generating capacity of surplus water needed to meet the economic requirements of the WRP.

Basis No. 4E: Maximizes in-lieu benefit to ground water aquifer during normal to wet years.

5. Expansion into the SOI shall only occur on developed agricultural land.

Basis No. 5A: Minimizes complexity of environmental impacts to be addressed in the CEQA document for the WRP.

Basis No. 5B: In the near-term, there appears to be sufficient existing irrigated agriculture lands in SOI to receive any available surplus water.

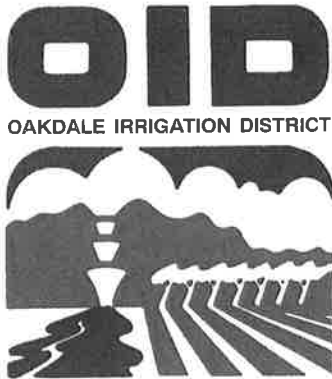
Basis No. 5C: In the long-term, OID can adjust this criteria to meet future needs as may develop. Cost on re-opening EIR to adjustment needs to be borne by requestors.

- 6. Agricultural water for SOI expansion shall be prioritized based on considering all the following factors;**
- a. Least water demand**
 - b. Highest efficiency of use (trees over pasture)**
 - c. Large ag parcels over small ag parcels**
 - d. Contiguous over non-contiguous**
 - e. Least long term maintenance costs to OID**
 - f. Least cost to serve by OID**
 - g. Ability to benefit local aquifers (in-lieu recharge)**
 - h. Self-sufficient during a drought-can pump their own water and can pump into OID canal for use downstream.**
 - i. No ag water drainage leaving property**



COMMUNICATIONS

**BOARD MEETING OF
JUNE 4, 2019**



May 20, 2019

Mr. Drew Lessard
Area Manager
Central California Area Office
7794 Folsom Dam Road
Folsom, CA 95630-1799

Re: Stanislaus River Operations

This letter is being written to Reclamation to advise them of a critical community issue surrounding operations of the Stanislaus River, safety. It has been our recommendation for the last two big winters to have higher river flows in the late fall and into spring followed by moderate to lower flows through the remainder of summer. As an example, the District would like to suggest flows at 3,000 cfs level through the first part of June, so as to bypass as much water as possible from New Melones, and then flows of less magnitude, depending on operations.

Summer brings families and recreationists to our river and the higher the flows the more safety issues emerge. Having high evacuation flows early followed by lower summer flows will make for a more enjoyable and safer visitor experience. To support that thought, the OID would to suggest contacting our local river rafting businesses and our County Sheriff, who provide river rescues, and discussing their perspectives on this issue.

Should you have any questions or wish to discuss this further please don't hesitate to contact me at (209) 840-5508.

Sincerely,

OAKDALE IRRIGATION DISTRICT

Steve Knell, P.E.
General Manager

cc: OID Board of Directors (5)
Mayor, City of Oakdale

Pre-Bid Meeting Outline

OID Segment 4 Project

Pre-Bid Meeting

Wednesday, May 15, 2019, 9:00 am

Segment 4 Project

Meeting

- Introductions
- Project Overview/Work
 - ~4,000' canal improvements to include tree and rock removal, constructing cutslopes, performing regrading, earth-retention shoring, shotcrete application, concrete invert and patching, as described in detail in Contract Specification Section 00100, Project Description.
- Site Access
 - Highway 108 (Sonora/Kennedy Road)
 - Two Mile Bar Road (unavailable for visit during tour due to road work)
 - Two-Mile Bar Tunnel (16'W x 14'H)
- Schedule
 - Construction start and duration
 - 2.5-month contract duration
 - Work Start 11/1/19 – could be sooner if authorized
 - Substantial completion and out of canal 1/17/20
 - Final completion 3/31/20
 - Critical Path Schedule
 - 6/21/19 questions due
 - 6/28/19 bids due
 - 9/3/19 OID Board meeting
 - 9/3/19 Contract Award
 - 9/13/19 Notice-to-Proceed
 - By 9/17/19 Pre-Construction Meeting
 - Tentative 11/1/19 Start Construction
 - 1/17/20 Substantial Project Completion
 - Bidder comments
- Bid and Contract
 - Contract Docs include Specifications and Drawings

- Bid and contract in Div. 0 of Specs
 - Includes bid forms and bonding requirements
 - Section 00300.9.B includes factors OID may use in determining whether or not a bidder is responsible
 - Section 00550 includes the Bidder's responsibility statement
 - A valid Class A CA contractor's license is required at the time of bidding and throughout the project
 - This is a prevailing wage project
 - Required DIR/PW submittal documentation described in Contract Specification Section 00520.5 and 00520.6
- A list of local service providers is available for bidders convenience
- Environmental and Permitting
 - Discuss from Project Description Summary, Section 00100
 - Stormwater Management, Section 00100
 - Supplemental Environmental Requirements, Section 02210
- Supplemental Information
 - 2017 Segment 4 Assessment Report
 - 2019 Segment 4 Design Report
 - Video Reference of Segment 4 Project
- Q & A

Tour

See handout to Kennedy/Sonora Road.

- Hunter staging (convenient location for office trailers)
- Downstream staging area
- Walk Canal Bank of Segment 4 Project
- Reconvene at Laydown Area for final Q&A



CLOSED SESSION ITEMS

BOARD MEETING OF JUNE 4, 2019