

**AGENDA
SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
TUESDAY, JULY 11, 2017**

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 Webb, Doornenbal, Osmundson, Altieri, Santos

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 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.

Speakers are encouraged to consult District Management or Directors prior to agenda preparation regarding any District operation or responsibility as no action will be taken on non-agenda issues. It is not required, but speakers may provide their name and address.

Because these are non-agenda matters, generally no discussion or comment by the Board should be expected except to properly refer the matter for review or action as appropriate.

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 2 - 15

Agenda items listed under the Consent Calendar may be acted upon individually, in whole or in part. Subsequently, should discussion on a particular item be desired, you should identify the item now so as to remove it from the list of items to be approved under one motion. Any items removed from the list on Consent Calendar items will be discussed and acted upon individually following action on the remaining Consent Calendar items if so moved.

2. Approve the **Board of Directors' Minutes of the Regular Meeting of June 20, 2017**
3. Approve **Oakdale Irrigation District Statement of Obligations**
4. Approve **Assignment of Capital Work Order Numbers**
5. Approve **Donation Request of Children's Guardian Fund in the sum of \$1,500**
6. Approve **Donation Request of Friends of the Oakdale Library in the sum of \$1,500**
7. Approve **General Services Agreement 2017-GSA-001 with Applied Technology Group, Inc. for SCADA Technical Support and Services and Authorize General Manager to Execute**
8. Approve **Work Release No. 013 to the Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to Perform a 3-Year Compliance Audit Update of the District's Magnacide CalARP Program**
9. Approve **Work Release No. 067 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Prepare a Plat and Legal Description for a Thirty Foot Easement for the Adams No. 1 Pipeline through APN: 064-059-001**
10. Approve **Encroachment Permit on the Spalding Pipeline (APN: 010-018-072 – Woodward Farms, LLC, E & K Van Groningen 2006 Revocable Trust U/I/D 03/21/06, C. & L. Van Groningen Family Trust U/A/D 11/15/05, as Amended, D&P Van Groningen Family Trust, U/A/D 1/14/08, as Amended, H.M. & D.L. Van Groningen Family Trust, U/A/D 9/26/07, Daryl Kent & Arlys Van Groningen Trust, U/A/D July 11, 2007, as Amended, and Michael Van Groningen**
11. Approve **Encroachment Permit on the Southwest Pipeline (APNS: 062-029-014, 062-030-025 – The Jacob Oosterman Exemption Trust DTD January 17, 2002 and the Jacob Oosterman Survivor's Trust DTD January 17, 2002)**
12. Approve **Notification Agreement of Crossing of the Cavill Drain (APN: 062-029-014 – Pacific Gas and Electric)**
13. Approve **Notification Agreement of Crossing of the Paulsell Lateral Extension (APNS: 011-005-040/074 – Pacific Gas and Electric)**
14. Approve **Notification Agreement of Crossing of the Cape Horn Lateral (APNS: 002-023-010/011 – Pacific Gas and Electric)**
15. Approve **Notification Agreement of the Wills Lateral (APN: 002-063-004 – Pacific Gas and Electric)**

ACTION CALENDAR - ITEMS 16 - 20

16. Review and take possible action on the **Oakdale Irrigation District's 2016 Comprehensive Annual Financial Report for the Year Ended December 31, 2016**
17. Review and take possible action to **Issue a Work Release to CH2M Hill to Develop a Scope of Work for Updating the Water Resources Plan to Address Legislative / Legal Challenges and Provide Resource Protection**
18. Review and take possible action to **Approve the Recommendation of the Ad Hoc Committee on a Donation to the OJUSD School Farm Project**
19. Review and take possible action to **Approve the Recommendation of the Ad Hoc Committee on a Donation to the City of Oakdale**
20. Review and take possible action to **Approve the Recommendation of the Ad Hoc Committee on a Donation to the Stanislaus Consolidated Fire Protection District**

COMMUNICATIONS - ITEM 21

21. Oral Reports and Comments

- A. **General Manager's Report on Status of OID Activities**
- B. **Water Counsel's Report**
- C. **General Counsel's Report**
- D. **Committee Reports**

Planning & Public Relations Committee, June 20, 2017

- Donation Request of Friends of the Oakdale Library
- Sponsorship Request of Children's Guardian Fund

E. Directors' Comments/Suggestions

CLOSED SESSION - ITEM 22

22. Closed Session to discuss the following:

- A. **Government Code §54956.9(d)(1) - Existing Litigation (5 cases)**
Oakdale Groundwater Alliance; Frobose, Brichetto, et al. v. OID
Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.,
Chris Lewis v. Oakdale Irrigation District

Gregory L. Ellis, et al., v. Oakdale Irrigation District
Oakdale Irrigation District, et al. v. SWRCB, et al.
Tyler v. OID, SSJID, et al.

B. Government Code §54956.8 Conference with Real Property Negotiator

Negotiating Parties: OID and Bobby Goad
Property: APN: 064-032-001
Under Negotiations: Price and terms

C. Government Code §54956.8 Conference with Real Property Negotiator

Negotiating Parties: OID, SSJID, MID, TID, MeID, CCSF
Property: Water
Agency Negotiators: General Manager
Under Negotiations: Terms

D. Initiation of Litigation §54956.9(d)(4)

Two (2) Cases

E. Government Code §54957.6 – Conference with Labor Negotiator

Agency Negotiator: General Manager
Unrepresented Employee: General Manager

OTHER ACTION – ITEM 23

23. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, August 1, 2017 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, July 20, 2017 at 9:00 a.m.** in the board room of the Tri-Dam Project, 31885 Old Strawberry Road, Strawberry, 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

SPECIAL BOARD MEETING OF JULY 11, 2017



AGENDA ITEMS CONSENT CALENDAR

SPECIAL BOARD MEETING OF JULY 11, 2017

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF JUNE 20, 2017

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Regular Meeting of June 20, 2017

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

MINUTES

Oakdale, California
June 20, 2017

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Regular Session at the hour of 9:02 a.m. following the Board of Directors Meeting of the Oakdale Irrigation District Financing Corporation Meeting. Upon roll call, there were present:

Directors:	Steve Webb, President Herman Doornenbal, Vice President Gail Altieri Linda Santos
Absent:	Gary Osmundson
Staff Present:	Steve Knell, General Manager/Secretary Jason Jones, Support Services Manager Kathy Cook, Chief Financial Officer/Treasurer Eric Thorburn, Water Operations Manager

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletions of Agenda Items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

At the hour of 9:03 a.m. the Board welcomed public comment.

PUBLIC COMMENT ITEM NO. 1

Member of the public, name unknown, stated that now that the recall election is over he hoped that cooperation would be back with the Board and the differences put behind and that the Board would try to work towards a common goal for the community. He also requested that someone contact the Oakdale Leader to get coverage for the Board meetings.

Robert Frobose congratulated Director Santos in winning the recall election. He also discussed the on-farm letter that went out to the applicants of that program.

Tom Orvis, Stanislaus County Farm Bureau, stated that there may be some new rules dealing with small confined animal feeding operations and that they should check with their

local coalition. He also talked about the FarmPAC Bourbon dinner to be held on August 4, 2017 at the SOS Club.

There being no further public comment, public comment closed at 9:15 a.m.

CONSENT ITEMS
ITEM NOS. 2, 3, 4, 5

ITEM NO. 2
APPROVE THE BOARD OF DIRECTORS'
MINUTES OF THE REGULAR MEETING OF JUNE 6, 2017
AND RESOLUTION NOS. 2017-50, 2017-51, 2017-52,
2017-53, 2017-54, 2017-55, 2017-56, 2017-57, 2017-58, and 2017-59

A motion was made by Director Doornenbal, seconded by Director Altieri, and unanimously supported to approve the Board of Directors' Minutes of the Regular Meeting of June 6, 2017 and Resolution Nos. 2017-50, 2017-51, 2017-52, 2017-53, 2017-54, 2017-55, 2017-56, 2017-57, 2017-58, and 2017-59.

ITEM NO. 3
APPROVE THE OAKDALE IRRIGATION
DISTRICT STATEMENT OF OBLIGATIONS

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

ITEM NO. 4
APPROVE IMPROVEMENT
DISTRICT STATEMENT OF OBLIGATIONS

A motion was made by Director Doornenbal, seconded by Director Altieri, and unanimously supported to approve the Improvement District Statement of Obligations.

ITEM NO. 5
APPROVE THE TREASURER AND CHIEF FINANCIAL
OFFICER'S REPORT FOR THE MONTH ENDING MAY 31, 2017

A motion was made by Director Doornenbal, seconded by Director Altieri, and unanimously supported to approve the Treasurer and Chief Financial Officer's Report for the month ending May 31, 2017.

The above consent item passed 4-0 by the following vote:

Ayes:	Directors Webb, Doornenbal, Santos, Altieri
Noes:	None
Absent:	Director Osmundson

**ACTION CALENDAR
ITEM NOS. 6**

**ITEM NO. 6
REVIEW AND TAKE POSSIBLE ACTION TO
REDUCE THE 2017 OUT-OF-DISTRICT WATER RATE**

No action was taken on this item.

**ITEM NO. 7
COMMUNICATIONS**

A. GENERAL MANAGERS REPORT

General Manager Steve Knell stated that the biggest thing that is happening at the District is the Two-Mile Bar Project. Support Services Manager Jason Jones gave a brief synopsis of where the District is on the project.

B. COMMITTEE REPORTS

General Manager Steve Knell discussed the recent meeting with the Knights Ferry Community Services District. He stated that it was a very successful meeting and all parties are going to work towards resolving the river pump issue.

C. DIRECTORS' COMMENTS/SUGGESTIONS

Director Altieri

Director Altieri stated that it was very refreshing that there were helpful people in the community that were able to assist in resolving issues at the last Board Meeting as well as at the Knights Ferry Community Services District meeting.

Director Santos

Director Santos said that she has received phone calls about shortening the rotations due to the heat. Water Operations Manager Eric Thorburn said that there has been discussion on this issue and it is felt that it is going to be okay during the first part of the heat wave and that the District will be flexible with providing water in between the rotations, if necessary.

Director Doornenbal

Director Doornenbal had no comments.

Director Webb

Director Webb stated that the water season is going well and thanked the water department for doing a great job.

OTHER ACTION
ITEM NO. 8

The meeting was adjourned at the hour of 9:55 a.m. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, July 11, 2017 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, July 20, 2017 at 9:00 a.m.** in the board room of the Tri-Dam Project, 31885 Old Strawberry Road, Strawberry, CA.

Steve Webb, President

Attest:

Steve Knell, P.E., Secretary

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 3
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Union Bank N.A.	Escrow Account – COP 2017 Payment	\$1,428,160.77
Trinitas Farming, LLC	Refund APNs: 002-023-013 & 011-001-036	95,113.52
Condor Earth Technologies, Inc.	WR #012	56,937.15
P G & E	Electricity	56,898.95
Dennis Wing Trucking	Haul Dirt	55,224.50
Alligare LLC	Magnacide	35,244.63
Damrell, Nelson, Schrimp, Pallios	Attorney Fees	29,352.85
CalPERS	Retirement Contribution	25,868.37
O'Laughlin & Paris LLP	Attorney Fees	22,932.50
Bumgardner Biological Consulting, Inc.	WR #005	15,870.85

FISCAL IMPACT: \$1,981,849.46

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

July 11, 2017

Accounts Payable
Check Register - July 11, 2017



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
21498	6/20/2017	Bumgardner Biological Consulting, Inc.	\$15,870.85	Two Mile Bar Tunnel Project - WR #005
21499	6/20/2017	California State Disbursement Unit	\$207.69	Levy
21500	6/20/2017	California State Disbursement Unit	\$194.30	Levy
21501	6/20/2017	Condor Earth Technologies, Inc.	\$28,555.90	WR #012
21502	6/20/2017	Franchise Tax Board	\$520.00	Levy
21503	6/20/2017	Grover Landscape Services, Inc.	\$495.00	Monthly Landscape Maintenance - May
21504	6/20/2017	Jones, Lisa	\$450.00	4-H Donation
21505	6/20/2017	Moore Quality Galvanizing L.P.	\$1,610.44	Round Plate Pipe Covers
21506	6/20/2017	Motor Parts Distributors, Inc.	\$271.57	Machine Cover, Filter Assembly, Oil
21507	6/20/2017	Oak Valley Community Bank	\$14,660.90	ID52 Installment Loan Payment
21508	6/20/2017	Operating Engineers Union Local No. 3	\$2,974.00	Union Dues
21509	6/20/2017	P G & E	\$603.55	Electricity
21510	6/20/2017	SWRCB-DWOCF	\$50.00	Distribution Certificate - Training
21511	6/20/2017	W. H. Breshears, Inc.	\$4,620.74	Fuel
21512	6/26/2017	Airgas USA, LLC	\$50.24	Cylinder Rental
21513	6/26/2017	Central Valley Ag Grinding, Inc.	\$276.00	Waste Disposal - May
21514	6/26/2017	Conlin Supply Co., Inc.	\$17.54	3/4" x 12" J-Bolts
21515	6/26/2017	Fastenal Company	\$34.29	Aluminum Oxide Roll
21516	6/26/2017	George Reed, Inc.	\$457.27	Crushed Rock
21517	6/26/2017	Gilton Resource Recovery Transfer Facility, Inc.	\$1,593.76	Waste Disposal - May
21518	6/26/2017	Gilton Solid Waste Management, Inc.	\$78.00	Refuse Charges - May
21519	6/26/2017	Ketchum Jr., Castle	\$250.00	Backflow Tester Course - Per Diem
21520	6/26/2017	Knell, Steve	\$115.00	Engineering License
21521	6/26/2017	Mission Uniform Service	\$1,580.09	Uniform Service
21522	6/26/2017	Motor Parts Distributors, Inc.	\$412.42	Pry Bar Set, Fastener Bit Set, Tray, Wrench, Filter Plier
21523	6/26/2017	Oakdale Auto Parts	\$73.06	Hose, Hose Adapters and Fittings - SK55
21524	6/26/2017	Office Depot	\$420.43	Office Supplies
21525	6/26/2017	P & L Concrete Products, Inc.	\$313.85	6 Sack
21526	6/26/2017	Principal Financial Group	\$821.80	Life Insurance - July
21527	6/26/2017	Rubicon, Inc.	\$563.63	Antenna
21528	6/26/2017	Tri-West Tractor Incorporated	\$1,798.48	Mount Bracket - SK55
21529	6/26/2017	Valley Entry Systems, Inc.	\$398.00	Service Call
21530	6/26/2017	Visa	\$1,200.00	Backflow Tester Exam
21531	6/26/2017	Visa	\$92.99	Lunch Meeting, Settlement Negotiations Expenses
21532	6/26/2017	White Cap Construction Supply	\$959.12	Gas Cutoff Saw
21533	6/30/2017	Antonios Custom Upholstery	\$40.00	Sewing on Soft Cab Door - RTV 900
21534	6/30/2017	AT&T Mobility	\$52.32	GPS Device
21535	6/30/2017	California Public Employees' Retirement System	\$25,868.37	Retirement Contribution
21536	6/30/2017	California State Disbursement Unit	\$207.69	Levy
21537	6/30/2017	California State Disbursement Unit	\$320.30	Levy
21538	6/30/2017	Comcast	\$530.82	Analog Lines, T.V., Internet
21539	6/30/2017	Franchise Tax Board	\$520.00	Levy
21540	6/30/2017	I.J. Larsen Pumps, Inc.	\$367.36	Pump 1 and 2 Repairs - ID51
21541	6/30/2017	Valley Air Conditioning Engineering, Inc.	\$464.00	Labor Diagnostics, Capacitor, Service Repair
21542	6/30/2017	Visa	\$139.17	Deposit Ticket Books

Accounts Payable
Check Register - July 11, 2017



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
21543	6/30/2017	White Cap Construction Supply	\$764.05	Self Leveling Laser Level
21544	7/11/2017	Richway Robert H. &/or Rosita E.	\$70.33	Refund - APN: 22908042
21545	7/11/2017	3R Ranches, LP	\$6,484.21	Refund - APN: 002-024-035
21546	7/11/2017	Fisher Russell A. & Cynthia A.	\$43.57	Refund - APN: 006-004-055
21547	7/11/2017	Thompson Ranch a Calif. General Partnership	\$95.00	Refund - APN: 22924003
21548	7/11/2017	ABS Presort, Inc.	\$1,888.95	Volumetric Statements - 3/1/17 - 5/31/17
21549	7/11/2017	Ace Hardware	\$55.40	3/8" Connector, Ladder, Keys
21550	7/11/2017	Airgas USA, LLC	\$67.57	Nitrogen
21551	7/11/2017	Alligare LLC	\$35,244.63	Magnacide
21552	7/11/2017	Becker, Coleton	\$150.00	4-H Donation
21553	7/11/2017	Bissell-Vargas, Kristy	\$48.00	Health and Wellness Reimbursement - June
21554	7/11/2017	Bobcat Central, Inc.	\$983.48	Panel Interlock Control System, Grips, Buzzer - 873H
21555	7/11/2017	C & C Portables, Inc.	\$479.19	Portable Toilet Rental - June
21556	7/11/2017	Central Sanitary Supply	\$151.51	Hot Paper Cups
21557	7/11/2017	Chicago Title	\$25.00	Refund - APN: 006-004-055
21558	7/11/2017	Chicago Title Co.	\$36.70	Refund - APN: 010-055-022
21559	7/11/2017	Coffee Break Service, Inc.	\$180.00	Coffee Service
21560	7/11/2017	Condor Earth Technologies, Inc.	\$28,381.25	WR #012
21561	7/11/2017	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$29,352.85	Attorney Fees
21562	7/11/2017	Davids Engineering, Inc.	\$14,228.01	WR #006
21563	7/11/2017	Denair Lumber Company, Inc.	\$15,457.17	Lumber
21564	7/11/2017	Dennis Wing Trucking	\$55,224.50	Haul Dirt
21565	7/11/2017	Ellis Self Storage, Inc.	\$75.00	Storage - July
21566	7/11/2017	EZ Haul	\$1,311.41	Premier Plug, Pallets
21567	7/11/2017	Fastenal Company	\$4,102.67	Cooler, Storage Rack System, Pallet Rack Beam, Gloves
21568	7/11/2017	Freeman Designs	\$340.30	Letterhead Paper
21569	7/11/2017	Fresno Valves & Castings, Inc.	\$11,235.04	15" and 18" 101C Gates, 8" and 14" Inline Gates
21570	7/11/2017	George W. Lowry, Inc.	\$238.36	3/4" GPI Meter
21571	7/11/2017	GGD Oakdale LLC	\$2,414.07	DSO Office Lease - August
21572	7/11/2017	Hilmar Lumber, Inc.	\$2,304.96	Elbows, Tees
21573	7/11/2017	Hixco	\$33.95	Wire Block Brushes
21574	7/11/2017	Holt of California, Inc.	\$266.08	Hose, Elbow, Tip, Grease Gun Assembly - D6K
21575	7/11/2017	House Of Beef	\$1,560.60	Fourth of July BBQ
21576	7/11/2017	Industrial Electrical Co.	\$606.48	Replace Breaker
21577	7/11/2017	Interstate Truck Center	\$3.55	O-Ring - #23
21578	7/11/2017	Les Schwab, Inc	\$49.19	Tire Repair - 12G
21579	7/11/2017	Mission Uniform Service	\$2,345.86	Uniform Service
21580	7/11/2017	Motor Parts Distributors, Inc.	\$1,167.54	Oil, Diesel Fluid, Antifreeze, Impact Wrench, Air Ratchet
21581	7/11/2017	Mozingo Construction, Inc.	\$11,175.00	WR #006, #007, #008
21582	7/11/2017	NorCal Kenworth	\$3,540.64	Intake Air Filter, Filters, Air Compressor, Tube Kit, Core
21583	7/11/2017	Oakdale Automotive Repair & Tire	\$3,344.69	Tires, Mount, Flat Repair
21584	7/11/2017	Oakdale Auto Parts	\$169.38	Hydraulic Hose Fittings, Hose, Coupler - 873H
21585	7/11/2017	Oakdale Leader	\$336.80	2nd Installment Reminder Notice, Community Awareness
21586	7/11/2017	Oakdale Locksmith	\$66.11	Keys - #56, #90, #47
21587	7/11/2017	Office Depot	\$876.46	Office Supplies

Accounts Payable
Check Register - July 11, 2017



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
21588	7/11/2017	O'Laughlin & Paris LLP	\$22,932.50	Attorney Fees
21589	7/11/2017	Old Republic Title Company	\$6.48	Refund - APN: 062-010-028
21590	7/11/2017	Oliveira Trust	\$8,357.77	Refund - APN: 064-027-004
21591	7/11/2017	P G & E	\$56,295.40	Electricity
21592	7/11/2017	P & L Concrete Products, Inc.	\$392.84	6 Sack
21593	7/11/2017	Safe-T-Lite of Modesto, Inc.	\$498.98	Concrete Mover, Gloves
21594	7/11/2017	Skokan, David	\$89.97	Health and Wellness Reimbursement - Apr - Jun
21595	7/11/2017	South San Joaquin Irrigation District	\$880.10	Routine Joint Supply Maintenance - May
21596	7/11/2017	Stanislaus Business Alliance	\$277.50	Workkeys Testing - May 2017
21597	7/11/2017	TP Express	\$150.00	Portable Toilet Rental - July
21598	7/11/2017	Trinitas Farming, LLC	\$95,113.52	Refund - APNs: 002-023-013, 011-001-036
21599	7/11/2017	Tri-West Tractor Incorporated	\$650.29	Filters
21600	7/11/2017	P & B Developers, LLC	\$41.86	Refund - APN: 010-075-034
21601	7/11/2017	Deluz 1990 Family Trust	\$43.80	Refund - APN: 010-055-022
21602	7/11/2017	Union Bank N.A.	\$1,428,160.77	Escrow Account - COP 2017 Payment
21603	7/11/2017	United Rentals Northwest, Inc.	\$2,861.10	Wacker Vibratory Rammer
21604	7/11/2017	Waterford Irrigation Supply, Inc.	\$659.53	24" x 15" Tee
21605	7/11/2017	Waters, Brian	\$44.97	Health and Wellness Reimbursement - June
21606	7/11/2017	Weishaar Trustee, Franklin	\$52.78	Refund - APN: 006-090-007
21607	7/11/2017	W. H. Breshears, Inc.	\$7,688.33	Fuel
21608	7/11/2017	White Cap Construction Supply	\$6,301.93	Sawzall, Impact Wrench, 2" Submersible Pump, Air Ratchet
21609	7/11/2017	Wille Electric Supply Co., Inc.	\$2,272.59	Contacts - Pump 1 and 2, Fuses
			<u>\$1,981,849.46</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
July 11, 2017

Void Check No. 21318

THE FOREGOING CLAIMS, NUMBERED 21498 Through 21609 INCLUSIVE
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT
AND ARE OBLIGATIONS AUTHORIZED THERETO.

_____	_____
_____	_____

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 4
APN: N/A

SUBJECT: APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Riverbank Pipeline	Installation of 1-14"x14' Fresno 101C slide gate. (APN: 062-014-004)	\$4,200	2017-018
Clavey Pipeline	Remove and replace 1-24"x16' Fresno 101C slide gate. (APN: 010-038-007)	5,000	2017-022
Adams Lateral No. 1	Remove and replace 1-12"x15.5' Fresno 101C slide gate, 1-14"x15.5' Fresno 101C slide gate, and 1-16"x15.5' Fresno 101C slide gate. (APN: 064-017-010)	10,000	2017-023
West Thalheim Pipeline	Remove and replace 44'-24" 100 PSI PIP PVC, 1-24"x24"x15" 100 PSI PIP PVC Tee, 20'-15" 100 PSI PIP PVC, 1-15" line gate, 2-15" bolt-on couplers, and 3-concrete connection collars. (APN: 002-005-044)	16,100	2017-024
Burnett Lateral	Installation of approximately 4,000 LF of six-strand barbed wire fence. (APN: 002-051-003)	30,800	2017-025
Lesnini Lateral	Rebuilding of the bank and cleanup of the debris caused by levee failure. (APN: 010-001-079)	45,000	2017-026

FISCAL IMPACT: \$111,100

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 5
APN: N/A

SUBJECT: APPROVE DONATION REQUEST OF CHILDREN'S GUARDIAN FUND IN THE SUM OF \$1,500

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

The District received an OID Community Donation Application from Children's Guardian Fund requesting a donation for their annual fundraising event which will be held on August 12, 2017. For the past several years, the District has donated to this organization as shown below:

YEAR	AMOUNT
2010	\$2,050
2013	1,000
2014	1,000
2015	1,350
2016	1,350

This was brought to the Planning & Public Relations Committee on June 20, 2017. The Committee supported a donation in the sum of \$1,500. This is brought to full Board due to the limits of the Planning & Public Relations Committee. Staff recommends a donation in the amount of \$1,500.

FISCAL IMPACT: \$1,500

ATTACHMENTS:

- OID Community Donation Application

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:



RECEIVED

JUN 12 2017

OID COMMUNITY DONATION APPLICATION

OAKDALE ID

The Oakdale Irrigation District allocates a budgeted amount each year for community service purposes to non-profit, non-political groups operating within the OID water service area and benefiting OID customers. In return for the donation, the OID must receive some form of promotion or recognition for their participation, including but not limited to a sign or posting or advertisement that will be seen by other OID customers.

The OID does not donate labor or equipment except as approved by its Board of Directors.

Organizations submitting a community service application for the first time are asked to provide a list of their Board members and a description of the organization.

Date of Application: 6/12/17

Requesting Organization: Children's Guardian Fund

Mission or Purpose of the Organization: helping battered & abused children

Federal Tax Identification: # 68-0454736

Is this Organization Exempt from Reporting: Yes ☒ No ☐

Contact Person: Elsie Martin

Address: P.O. Box 2455

Telephone: Day (209) 406-3681 Evening (209) 606-3681

Position within Organization: Founder

Event, Program or Purpose for which Donation will be used: fire escape that is required by fire department

Event Date: 8/12/17 Time: 5:00-12:00 Location: Borges Creekside Park

Expected Number of People who will attend or be involved in the Event: 1,200

Amount of Donation being Requested: \$ 2,500.00

How will District participation be recognized? Ad in the program. and name on table

The Children's Guardian Fund

phone 209.838.1174 • P.O. Box 2455 • Oakdale, CA 95361



We are very excited to once again begin the planning process of our **19th Annual Children's Guardian Home Fundraiser**. This year our event will be held on **August 12, 2017** at the festive Borges Park and features a wonderful dinner coupled with exciting auctions.

FUNDERS:

August & Elsie Martin

OFFICERS:

President: Rob Gilbert

Vice President: Debbie Harvey

Secretary: Jan Gilbert

Treasurer: Elisa Luna

Legal Counsel: Bart Barringer

This is the only major fundraiser Guardian Home has to support this Oakdale residence which provides protective childcare and emergency shelter to high risk children. We are currently soliciting **donated auction items**. These items will be displayed with the donors' *business name*, as well as, *listed in the program for the evening*. All items are **tax deductible** and greatly appreciated given these highly challenging financial times. You might also consider a monetary sponsorship or a **business ad** that would appear in our "events auction program".

Tickets to this year's event are:

Individual tickets - \$ 150.

Corporate/Group table of 10 - \$1,500.

Business ads available in our auction program are:

Half page ad - \$100.00 Color - \$150.00

Full page ad - \$200.00 Color - \$300.00

Please let us know if you are interested in ad space by July 7, 2017.

Elsie Martin: (209)606-3681

Janice Vella: (209)988-5501

Kathy Rocha (209)652-2922

Janet Eche: (415)269-4544

HONORARY BOARD MEMBER:

Ed Rocha

Please make checks payable to:

Children's Guardian Fund

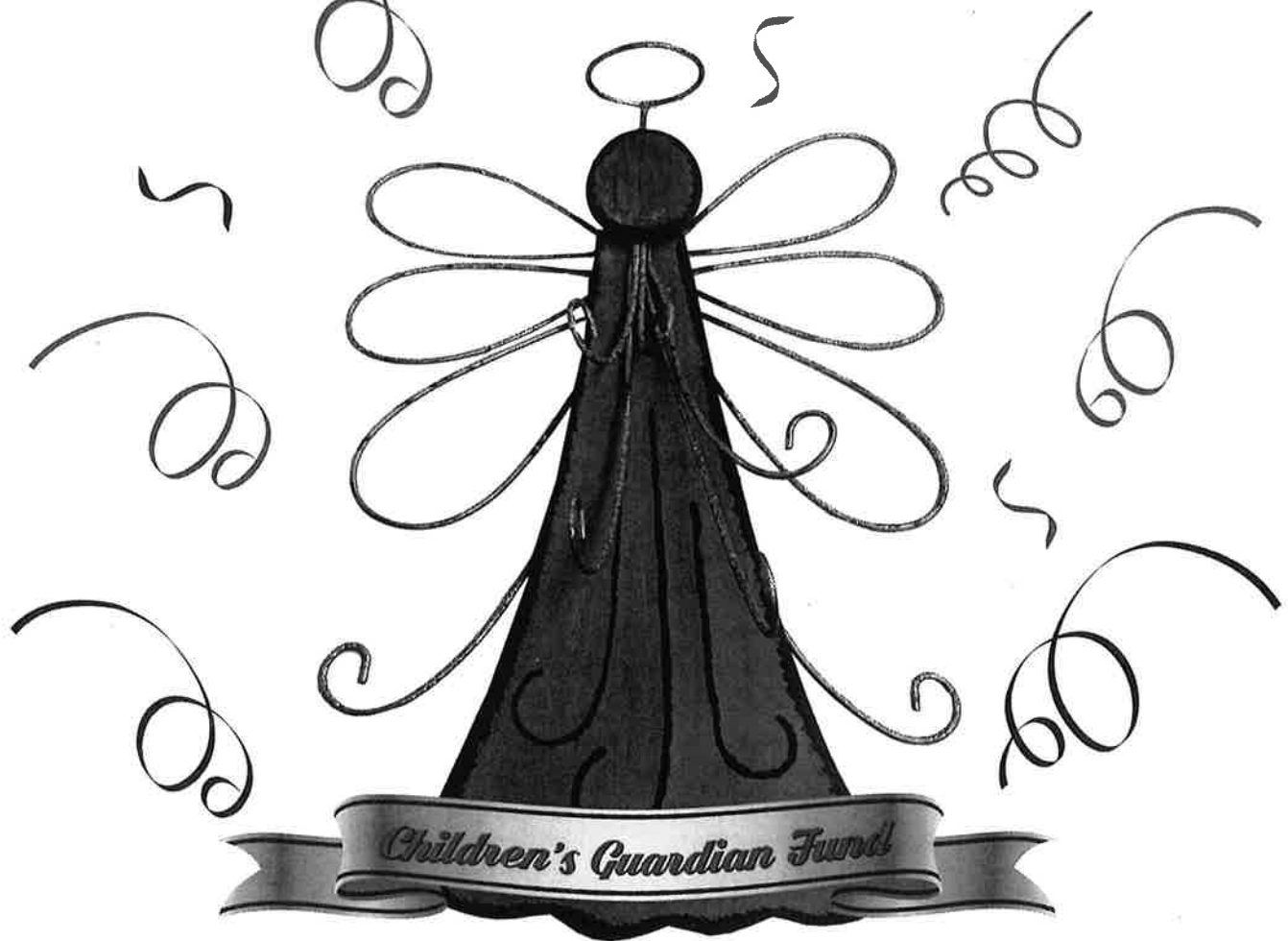
P.O. Box 2455

Oakdale, CA 95361

Thank you for your support!

"Save the world. One child at a time."

It's a Wonderful . . .
Colorful World!



AUGUST 12TH, 2017

5PM - MIDNIGHT

BORGES CREEKSIDE PARK - FARMINGTON, CALIFORNIA

Sponsorship Opportunities Benefitting:

CHILDREN'S GUARDIAN FUND

P.O. BOX 2455 • OAKDALE, CA 95361

CGF FEDERAL TAX ID#: 68-0454736



Sponsorship 5

YES, WE WOULD LIKE TO PROVIDE THE FOLLOWING SPONSORSHIP

FOR THE 2017 CHILDREN'S GUARDIAN HOME GALA

☐ \$25,000 Platinum Guardian Angel Sponsor

☐ \$10,000 Golden Guardian Angel Sponsor

☐ \$5,000 Silver Guardian Angel Sponsor

☐ \$2,500 Bronze Guardian Angel Sponsor

☐ \$1,800 Table Sponsor

Includes 1 table of 12

☐ \$1,500 Table Sponsor

Includes 1 table of 10

☐ \$150 Individual Ticket Sponsor

PLEASE FILL OUT THIS FORM COMPLETELY AND MAIL TO ADDRESS LISTED BELOW.

COMPANY _____ CONTACT _____

ADDRESS _____

PHONE # _____

FAX # _____

EMAIL _____

CHILDREN'S GUARDIAN FUND

P.O. BOX 2455
OAKDALE, CA 95361

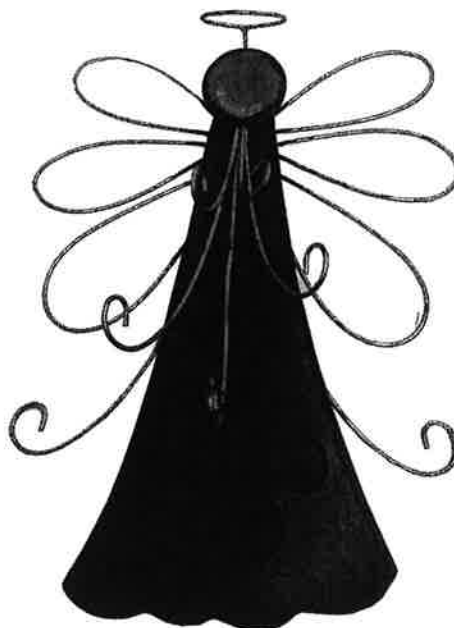
CGF FEDERAL TAX ID#: 68-0454736

☐ I am unable to attend this event, but please accept my
donation of \$ _____

CONTACTS:

ELSIE MARTIN ~ (209) 606-3681

JANICE VELLA ~ (209) 988-5501



"It's a Wonderful, Colorful World!"





The Children's Guardian Fund



It is a sad reality that there are many children in Oakdale and surrounding areas who are suffering as they live within troubled, unsafe families. Children who are too young and too vulnerable to protect themselves. Unfortunately, when a family deteriorates due to substance abuse, domestic violence, mental illness or extreme poverty, children most often suffer as parents struggle to regain their footing. Thankfully there is local help for those children.

The help comes from The Children's Guardian Home. The 5,000 square foot home in Oakdale was established in 2002 in partnership with The Children's Crisis Center. Since opening it's doors, The Guardian Home has welcomed, protected and soothed more than 12,000 local children, ages 0-17, who have been impacted by family conflict, abuse or neglect.

Without The Guardian House, these vulnerable children would have nowhere safe to go and no one to defend them. Please help us keep this reliable community resource accessible to protect local children from situations that threaten their physical and emotional well being. Your sponsorship will ensure our ability to counsel, nourish and shelter abused and neglected children from Oakdale and the surrounding communities.

God bless and thank you for your support.

With Love,

The Board Members of The Children's Guardian House



"It's a Wonderful, Colorful World!"

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 6
APN: N/A

SUBJECT: APPROVE DONATION REQUEST OF FRIENDS OF THE OAKDALE LIBRARY IN THE SUM OF \$1,500

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

The District received an OID Community Donation Application from Friends of the Oakdale Library requesting a donation for the Summer Reading Challenge and the refurbishing of the Oakdale Library patios. The District has donated in the past to the Friends of the Oakdale Library:

YEAR	DESCRIPTION	AMOUNT
2015	Implementation of reading skills program	\$1,500
2016	Reading materials and programs	1,500

This was brought to the Planning & Public Relations Committee on June 20, 2017. The Committee supported a donation in the sum of \$1,500. This is brought to full Board due to the limits of the Planning & Public Relations Committee. Staff recommends a donation in the amount of \$1,500.

FISCAL IMPACT: \$1,500

ATTACHMENTS:

- OLD Community Donation Application

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:



A Century of Service

OID COMMUNITY DONATION APPLICATION

The Oakdale Irrigation District allocates a budgeted amount each year for community service purposes to non-profit, non-political groups operating within the OID water service area and benefiting OID customers. In return for the donation, the OID must receive some form of promotion or recognition for their participation, including but not limited to a sign or posting or advertisement that will be seen by other OID customers.

The OID does not donate labor or equipment except as approved by its Board of Directors.

Organizations submitting a community service application for the first time are asked to provide a list of their Board members and a description of the organization.

Date of Application: 05-06-17

Requesting Organization: Friends of the Oakdale Library

Mission or Purpose of the Organization: promote the welfare and growth of the Oakdale library.

Federal Tax Identification: 46-0565126

Is this Organization Exempt from Reporting: Yes X No

Contact Person: Colleen Cordano

Address: 10318 St. Andrews Dr., Oakdale, CA 95361

Telephone: Day 848-0221 Evening 848-0221

Position within Organization: President

Event, Program or Purpose for which Donation will be used: Stanislaus County Library Summer

Reading Challenge, Refurbishing of the
Oakdale Library patio so it may be used for
library programs

Event Date: Ongoing Time: Location:

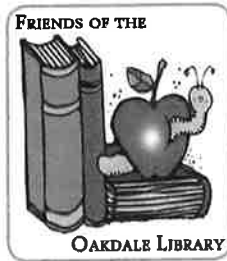
Expected Number of People who will attend or be involved in the Event:

Varies per event.

Amount of Donation being Requested: \$1,500.00

How will District participation be recognized? O.I.D will be

acknowledged in print media & signs at the
library as appropriate.



Friends of the Oakdale Library
P. O. Box 230
Oakdale, CA 95361
E.I.N. 46-0565126

RECEIVED

MAY - 3 2017

OAKDALE ID

May 1, 2017

Oakdale Irrigation District Board of Directors
1205 East F Street
Oakdale, CA 95361

Dear Oakdale Irrigation District Board of Directors:

As President of the Friends of the Oakdale Library, I would like to thank you for your past donations which were used to invest in literacy and education in our community.

We are very excited about our newest project. For years the patio at the library has been in disrepair. The large fountain was broken causing a safety hazard for children who could not resist climbing on it, the electrical system was not working, and the vegetation was terribly overgrown. The county library has worked with us to remove the old fountain, fix the electrical, and lay new cement in some areas. The challenge now for the Friends of the Oakdale Library is to purchase and plant new vegetation, provide some type of sun shade, and purchase new tables so this area can once again be used for library programs or individual reading. We hope to place a large bronze sculpture featuring children and books to really enhance the area.

This summer we are once again supporting the Stanislaus County Library Summer Reading Challenge. This program helps prevent the summer slide that occurs when children do not read over the summer. We will purchase four bicycles from the Oakdale Bicycle Shop as grand prizes for children who read the most in four age groups. For the adults who participate in this challenge, we will provide three gift baskets, and four gift cards to Oakdale restaurants as prizes.

These noble projects would not be possible without the support of the community. We hope we can count on you to support our summer projects by again making a \$1,500.00 donation to the Friends of the Oakdale Library.

The purpose of the Friends of the Oakdale Library is to promote the welfare and growth of the Oakdale Library through fundraising, advocacy, volunteering, and programming.

Thank you for your past commitment to literacy and for making Oakdale a better place in which to live and raise our families.

Sincerely,

A handwritten signature in cursive script that reads "Colleen Cordano". The signature is written in dark ink and is positioned below the word "Sincerely,".

Colleen Cordano, President
Friends of the Oakdale Library

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 7
APN: N/A

SUBJECT: APPROVE GENERAL SERVICES AGREEMENT 2017-GSA-001 WITH APPLIED TECHNOLOGY GROUP, INC. FOR SCADA TECHNICAL SUPPORT AND SERVICES AND AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Authorize General Manager to Execute General Services Agreement 2017-GSA-001

BACKGROUND AND/OR HISTORY:

General Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant/vendor providing it services. The following consultant/vendor will be utilized by the District for services throughout the year. 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 has prepared a General Services Agreement for the following consultant/vendor:

Applied Technology Group, Inc.

Staff recommends that the Board authorize the General Manager to execute General Service Agreement 2017-GSA-001 with Applied Technology Group, Inc.

FISCAL IMPACT: Unknown, as needed basis.

ATTACHMENTS:

- 2017-GSA-001 including Exhibit "B"
-

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:



GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is effective as of July 11, 2017, (the "Effective Date") by and between the Oakdale Irrigation District, an irrigation district organized pursuant to Division 11 of the California Water Code (the "District"), with offices at 1205 East F Street, Oakdale, California (95361) and Applied Technology Group, Inc. ("Contractor"), with offices at 4440 Easton Drive, Bakersfield, CA 93301.

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

1. **Services:** Contractor and the District agree that Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to undertake and complete in a first-class, expeditious, and workmanlike manner the work specifically described in the Scope of Work attached as **Exhibit "A" (the "Work") or Work Releases or Material Requisitions, signed by an authorized District Representative, issued for a specific defined Scope of Work.**
 - A. **Additional Services:** No additional services beyond those required by the Scope of Work shall be performed by Contractor unless the District shall, in writing, specifically direct such services to be performed. Absent compliance with the foregoing, Contractor shall neither have nor make a claim for additional compensation by reason of the additional services.
 - B. **Approval by Engineer:** If required, prior to the commencement of Work or installation of materials, Contractor shall have all material submittals, data sheets and materials approved by the District Engineer. If the Work is to be inspected by the District, Contractor will coordinate such inspection of the Work with the District Engineer.
2. **Independent Contractor Relationship:** Contractor's relationship with the District 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. Contractor is not the agent of the District and is not authorized to make any representation, contract, or commitment on behalf of the District. Contractor will not be entitled to any of the benefits which the District may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor 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 Contractor's performance of services and receipt of fees under this Agreement. The District will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Contractor is an independent contractor, the District will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Contractor 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 Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify and defend the District against any and all such taxes or contributions, including penalties and interest. Contractor warrants that, to the best of its knowledge, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement.

3. **Work Commencement and Completion:** Contractor shall provide insurance certificates and bonds to the District prior to the commencement of work or no later than five (5) days after the Effective Date, evidencing the insurance and bonds required by this Agreement. Contractor shall also provide material submittals, data sheets, and materials to the District no later than five (5) days after the Effective Date to be approved by the District. The District will issue a Work Release after its receipt and review, to its reasonable satisfaction, of such insurance certificates and other items as set forth in this paragraph. Contractor shall begin the Work within ten (10) days of Contractor's receipt of the Work Release but in no event prior to the issuance of the Work Release. Each Work Release associated with this Agreement may or may not have a Scope of Work identified in **Exhibit "A"**. Contractor shall prosecute the Work diligently to completion, and in all events shall complete the Work by the date identified in the Work Release, subject to delays approved by the District. The hours of work will generally be between 7:00 a.m. and 7:00 p.m., unless otherwise approved. Contractor shall submit a schedule, with Contractor's bid, detailing Contractor's proposed Work schedule and date of completion of the Work.

4. **Licensing:** Contractor shall have and maintain a current and valid **California Contractors License** for the duration of the Work.

Contractor license # 891598 Expires: 2/28/2019

5. **Payment:** The District will pay Contractor pursuant to the Rate Schedule attached as **Exhibit "B"** or per the pricing identified in each Work Release. All invoices for the Work are to be sent to the **District's accounts payable department** with the project name, or Work Release number, listed on the invoice. Payment shall be made for undisputed invoices within thirty (30) days of receipt by the District of the invoice. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but not later than seven (7) days after receipt by the District with an explanation setting forth the reasons in writing why the invoice is disputed. 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. **PLEASE SUBMIT CERTIFIED PAYROLL AND A SIGNED CERTIFICATE OF COMPLIANCE WITH INVOICES FOR PROMPT PAYMENT, IF APPLICABLE.** If any other payment schedules are needed by Contractor, the Contractor must obtain approval before the project begins.

- A. **Equipment Rate and Material Purchases:** Any equipment or necessary material purchases, not shown in the Rate Schedule will be negotiated and identified on the Work Release issued for that particular Scope of Work. If costs for equipment on the Rate Schedule should increase by fifteen percent (15%), rates may be renegotiated at the District's discretion. For material purchases, a twenty percent (20%) mark-up can be applied for administrative costs and overheads. All material invoices must be supplied with the invoice for payment.

- B. **Approval of Time and Material Work Releases:** If the scope of Work cannot be defined, the Work will be paid for on a Time and Material basis. All Time and Material Work will be recorded on approved Daily Extra Work form showing the labor, equipment usage and any material purchases. The Daily Extra Work form will be submitted to the District no later than 10:00 a.m. on the day following the Work for verification. All cost for Time and Material work must be submitted within thirty (30) days after said Work has been performed for payment. Cost submitted after the thirty (30) day period will be paid at the sole discretion of the District. If the Work is to be performed on a Time and Materials basis, all rates, including burden and benefit markups, not included in Exhibit "B" must be submitted and approved by the District prior to the start of Work.
- C. **Final Payment:** The final payment to Contractor shall be made upon completion of the Work, and subsequent to the District's final inspection and approval of the Work. Contractor shall save and keep the District, the District's loan proceeds, if any, and the District's property free from all mechanics' and materialmen's liens, recorded affidavits of sums owed by Contractor, and all other liens and claims, legal or equitable, arising out of Contractor's Work hereunder. In the event such lien, affidavit or claim is filed by anyone claiming by, through, or under Contractor, Contractor shall remove and discharge the same within ten (10) days of the filing thereof. The District shall not be required to make the final payment to Contractor until all liens provided for herein are removed and/or discharged.
6. **Insurance and Bonds:** As more fully described below, Contractor shall maintain insurance with the following required coverage and minimum limits:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Workers' Compensation Coverage	Statutory Limits

Said insurance will be evidenced by certification filed with the District in a form satisfactory to the District and as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, its directors, officers, employees, agents, and volunteers**" as additional insureds.

Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) requires a Labor and Material Payment bond and a Faithful Performance bond from Contractor, each in the full amount of the price set forth in this Agreement for the Work from a surety company authorized to do business in the State of California. Contractor shall maintain the bonds throughout the duration of this Agreement and provide proof of said bonds at the request of the District.

7. **Commercial General Liability and Automobile Liability Insurance:** Contractor 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:** Contractor 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 the District) 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. The District, 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
 - ii. For any claims related to the Work, Contractor's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by the District, shall be non-contributory.
 - iii. Any failure by Contractor 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 the District, its directors, officers, employees, or authorized volunteers.
 - iv. Contractor'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:** Contractor shall waive all rights of subrogation against the District.

8. **Workers' Compensation and Employer's Liability Insurance:** Contractor 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. Contractor 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.
9. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
10. **Acceptability of Insurers:** Contractor 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 the District.
11. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Contractor under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to the District prior to Contractor starting the Work. Such Certificates of Insurance shall state that the District will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Contractor shall provide the District a certified copy of any and all applicable insurance policies upon request of the District.
12. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Contractor shall deliver all applicable renewal certificates to the District at least ten (10) days prior to the expiration date.
13. **Sub-Contractors:** In the event that Contractor employs other contractors (i.e., sub-contractors) as part of the Work covered by this Agreement, it shall be Contractor's sole responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified in this Agreement.
14. **Indemnity:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District 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 Contractor, Contractor's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Contractor, Contractor's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused solely and exclusively by District's sole negligence or 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 Contractor 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 District 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officers, employees, or authorized volunteers.

15. **Laws, Regulations and Permits:** Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Contractor shall be liable for all violations of the law in connection with Work furnished by Contractor. If Contractor observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing prior to proceeding with any Work in accordance therewith. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving written notice to the District, Contractor shall bear all costs arising therefrom.
16. **Safety:** Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
 - A. **Necessary Precautions:** Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses, and adequate facilities for the proper inspection and maintenance of all safety measures.
 - i. **Safeguarding Utilities.** Contractor shall be responsible for locating and safeguarding all utilities and if disturbed, disconnected or damaged, Contractor shall immediately notify the District and the utility. Contractor is responsible to notify Underground Services Alert (USA).
 - ii. **California Labor Code Section 6705.** In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California Registered Civil or Structural engineer. As part

of the plan, a note shall be included stating that the Registered Civil or Structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

- iii. **California Labor Code Section 1770.** Contractor, if applicable, shall pay Contractor's employees and agents not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations pursuant to Section 1770 of the California Labor Code. The rate shall be based on the prevailing rate of per diem wages at the time the actual work is performed. Copies of the prevailing rate of per diem wages are on file at the District offices and available to any interested party upon request or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

- 17. **Reuse of Work Products:** "District Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any work performed for the District under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a) Contractor intends to use in performing the Work under this Agreement, (b) is either owned solely by Contractor or licensed to Contractor with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the District Work Product shall be assigned to, and shall become, the exclusive property of the District and Contractor retains no rights to use the Work Product and agrees not to challenge the validity of the District's rights or ownership in the Work Product.

If Contractor has any rights to the District Work Product that cannot be assigned to the District, (a) Contractor unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against the District with respect to such rights, and agrees, at the District's request and expense, to consent to and join in any action to enforce such rights, and (b) Contractor unconditionally and irrevocably grants to the District 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.

- 18. **Proprietary Information:** Contractor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the District'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 the District'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, developments, designs, 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 the District. Notwithstanding the other provisions of this Agreement, nothing received by Contractor will be considered to be the District'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 Contractor from a third party without confidential limitations, (3) it has been independently developed for Contractor by personnel or agents having no access to the District Proprietary Information, or (4) it was known to Contractor prior to its first receipt from the District. Contractor agrees not to disclose to the District, or bring into the District's premises, or induce the District to use any confidential information that belongs to anyone other than the District or Consultant.

19. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement, Contractor agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with the District.
20. **Debris and Waste:** During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the District. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents. Debris generated from the Work shall be removed and disposed of by Contractor in a manner conforming to all statutes and ordinances unless otherwise specified.
21. **Personal Property Damage:** Contractor shall pay for any personal property damaged on the premises or located along access roadways as a result of Contractor's operations.
22. **Underground and Aboveground Damages:** Contractor shall correct and restore all damages underground and aboveground, caused during the performance of the Work. If Contractor fails to correct or restore any of said damages, the District may make the necessary corrections and/or restorations to correct said damages and deduct the cost of said corrections and/or restorations from any payment due Contractor.
23. **Warranty:** Contractor warrants that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be of the highest quality, free from defects, improper workmanship, and materials, and will be installed in strict conformance with the Scope of Work, and any drawings and specifications provided by the District in connection with the Work. Contractor further agrees to correct all work defective in material and workmanship for a period of one (1) year from the date of final completion and acceptance by the District.

24. **Termination:** The District may terminate this Agreement for any reason and without any breach of Contractor upon thirty (30) days' prior written notice to Contractor.
- A. **Termination Upon Specific Occurrence.** The District may terminate this Agreement immediately upon the occurrence of any of the following:
- i. The breach of any terms or conditions of this Agreement by Contractor;
 - ii. The material default, by Contractor, under any rule, order, determination, ordinance, or law of any federal, state, county, or municipal authority;
 - iii. The termination or suspension of any licenses required to be maintained by Contractor under this Agreement; or
 - iv. The hiring of OID personnel on a temporary or part-time basis.
25. **Dispute Resolution:** To the extent required by applicable law, disputes arising between the Contractor and the Owner under or in connection with this Agreement shall be resolved in accordance with the provisions of Public Contract Code, Section 20104, incorporated herein by this reference.
26. **Miscellaneous:**
- A. Contracts in excess of Ten Thousand Dollars (\$10,000) shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District for a period of three (3) years after final payment.
 - B. Work performed on the District's Rural Water Systems or an Improvement District for which the District is trustee shall be performed in accordance with the District's Domestic Water Specification Manual.
 - C. Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) involving the excavation of any trench deeper than five (5) feet shall require the submission by Contractor and acceptance by the District or the District's Engineer in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
 - D. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.
 - E. Contractor may not assign its rights or obligations hereunder without the prior written consent of the District, which may be granted or withheld in the District's sole discretion.

- F. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. 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.
- G. 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 the District and Contractor.
- H. 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.
- I. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties also agree that this Agreement was made and entered into in Stanislaus County, California and that any breach of this Agreement will be deemed to have occurred in Stanislaus County, California.
- J. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- K. 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 the District for which there might be no adequate remedy at law, and the District 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

APPLIED TECHNOLOGY GROUP, INC.

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

Name: Lori Barnes
Position: President

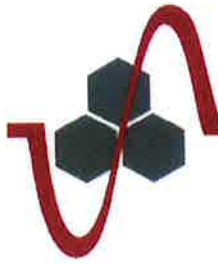
Date

Date

EXHIBIT "A"
SCOPE OF WORK

Each Scope of Work will be issued on a Work Release or Material Requisition with the Scope of Work and schedule defined.

All Work Releases over \$1,000 must be based on prevailing wage rates, if applicable.



APPLIED TECHNOLOGY GROUP, INC.

SPECIALIZED COMMUNICATIONS SERVICES

4440 Easton Drive • Bakersfield, CA 93309 • 661-322-8650

Shop and Field Rate Schedule

In-House Labor	\$95.00 per hour min
Field Labor	\$125.00 per hour min
Prevailing Wage	\$150.00 per hour min
Tower Climbing	\$195.00 per hour
Engineering & Integration	\$195.00 per hour
Determining the Problem	\$62.50 per hour min
FCC Service Check	\$95.00 per unit
Two-Way Radio Program	\$95.00 per unit
Strip-Out	\$95.00 per unit
Field Strip-Out	\$125.00 per unit
Vehicle Installation	
Type 1	\$145.00 per unit
Type 2	\$175.00 per unit
Type 3	\$200.00 per unit
Field Install	\$195.00 per unit
Mileage & Truck	\$ 0.99 per mile
Travel Time	\$65.00 per hour
Overtime (over 8 hours)	\$187.50 per hour
Holiday & Weekend	\$250.00 per hour
Lodging (Plus taxes & fees)	\$175.00 per night*
Meals	\$50.00 per day
Shipping and Handling	\$30.00 per unit

*Rates may vary depending on Location and Season.

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 8
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 013 TO THE PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. TO PERFORM A 3-YEAR COMPLIANCE AUDIT UPDATE OF THE DISTRICT'S MAGNACIDE CalARP PROGRAM

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 013 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc.

BACKGROUND AND/OR HISTORY:

In order to be compliant with the Oakdale Irrigation District's (OID) magnacide (acrolein) California Accidental Release Prevention (CalARP) Program, compliance audits need to be conducted every three years. The last audit was conducted in 2014 by Condor Earth Technologies, Inc. and needs to be completed again in 2017. The 3-year audit is required by Program 3 CalARP regulations and includes a review of required documents such as; safety information, facility description, 5-year accident history, standard operating procedures, incident investigation program and compliance audit program. Condor staff has performed numerous compliance audits within Stanislaus County.

Staff recommends that the Board authorize the General Manager to execute the Work Release No. 013 for professional services as described above and outlined in the attached Exhibit "A" for an estimated Not to Exceed Amount of \$4,500.00.

FISCAL IMPACT: Estimated Not to Exceed Amount: \$4,500.00

ATTACHMENTS:

- Work Release No. 013 including Exhibit "A"

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:



Work Release No. 013 **Perform 3-Year CalARP Compliance Audit Update**

Background

In 2014 Condor Earth Technologies (Condor) performed the 3-Year Compliance Audit of the Oakdale Irrigation District's (OID) magnacide (acrolein) California Accidental Release Prevention (CalARP) Program. A compliance audit is required on a 3-year interval per 19 California Code of Regulations (CCR) 2760.8.

Scope of Work

Condor will perform the 3-Year Compliance Audit required by Program 3 CalARP regulations, review the documentation provided by OID and provide an opinion of compliance with regulatory requirements and will prepare a report following Stanislaus County guidelines. See the attached Exhibit "A" for Condor's detailed Scope of Work, Proposal, Process and Deliverables.

Schedule

Condor will begin work upon receipt of Work Release No. 013. The date for the onsite 3-year compliance audit will be mutually agreed upon by both parties, but should occur before August 14, 2017. The point of contact for Work Release No. 013 will be Jason R. Jones, OID's Support Services Manager.

Pricing

Condor will perform the services based on assumptions included in the Scope of Work – Exhibit "A" and Conditions of Services. The Work will be performed for a fixed fee of \$4,500.00, any additional work will be billed on a Time and Materials basis in accordance with the Schedule of Fees and 2016 Condor Earth Employee Rate Sheet. Additional work cannot proceed without prior authorization from OID.

Terms and Conditions

All Terms and Conditions identified in **Professional Services Agreement 2009-PSA-003** will remain in effect for Work Release No. 013.

When submitting the invoice, include the Contract and Work Release Number on the invoice. All invoices are to be sent to the attention of Oakdale Irrigation District's Accounts Payable Department.

Oakdale Irrigation District

By: _____

Name: Steve Knell, P.E.

Title: General Manager

Date: _____

Condor Earth Technologies

By: _____

Name: _____

Title: _____

Date: _____



Exhibit "A"

CONDOR EARTH
2941 Sunrise Blvd., Suite 150
Rancho Cordova, CA 95742
916.783.2060
www.condorearth.com

Condor Proposal No. 6790A

June 30, 2017

Jason Jones
Support Services Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Subject: Perform 3-Year CalARP Compliance Audit Update for Oakdale Irrigation District

Dear Mr. Jones:

Thank you for the opportunity to provide this proposal to conduct a 3-Year Compliance Audit of Oakdale Irrigation District's (OID) magnacide (acrolein) California Accidental Release Prevention (CalARP) Program. The acrolein process is subject to California Accidental Release Prevention (CalARP) Program 3 Risk Management Program (RMP) and the California Occupational Safety Health Administration (CalOSHA) Process Safety Management Program.¹ The CalARP regulations requires that facilities conduct a compliance audit every 3 years (§2755.6 (a)).

The last Compliance Audit was conducted on August, 2014. As such an audit is required by August 2017. Condor proposes the following scope of work in support of OID's Compliance Audit.

SCOPE OF WORK

Compliance Audit

The Compliance Audit is a review of the documentation required by program 3 CalARP and PSM regulations. The Compliance Audit will be performed by a person familiar with the CalARP and PSM regulations. Condor representatives perform numerous compliance audits in Stanislaus County and will review the documentation and provide an opinion of compliance with current regulatory requirements. A report will be prepared following Stanislaus County guidelines. Condor estimates that the Audit will take one (1) day on-site to review records and interview select individuals.

Process:

- Review existing documents for compliance with CalARP and PSM regulations. The records to be reviewed include but are not limited to the documents associated with each element, past compliance audit reports, and any updated Process and Instrumentation Diagrams (P&IDs).
- Deliverables: A final report (pdf format) that will include a description of the Audit and a summary of Audit findings. Condor will also develop an Audit findings spreadsheet for OID. The Facility can use this spreadsheet to document their response and/or any additional actions to be performed in response to the findings.

¹ The facility is not subject to Federal EPA's Risk Management Plan (RMP).

OAKDALE IRRIGATION DISTRICT PROJECT PARTICIPATION

Condor anticipates that OID participation in the project will include the following activities:

1. Provide a desk or work station for use by the auditor;
2. Provide access to data including but not limited to process safety information, facility description, 5-year accident history, standard operating procedures, emergency response plan, maintenance program, training program, incident investigation program, and compliance audit program;
3. Provide up-to-date system drawings;
4. Participate in the audit process and provide all required follow-up information;
5. Review draft report and provide timely comments; and
6. Provide access to system operator and program managers for brief interviews concerning their knowledge of and involvement with the CalARP Program.

SCHEDULE

Condor estimates that this work can begin upon receipt of mutually acceptable contract for services. The date for the onsite 3-year compliance audit will be set by mutual agreement, but should occur prior to August 14, 2017.

BUDGET

Condor proposes to provide the services described herein for a fixed fee of \$4,500. Any services not described herein would be performed on a cost reimbursement, time-and-materials basis at Condor's standard unit rates. The scope of work and fee are contingent upon the Conditions of Service and Limitations stated herein.

CONDITIONS OF SERVICES

1. OID will perform the activities listed in OID Project Participation above.
2. The Scope of Work is restricted to that which is outlined in this Proposal, and a mutually agreed upon contract for services.
3. The Scope of Work assumes one magnacide (acrolein) system exceeding the CalARP threshold quantity of 500 pounds and is below the Federal RMP threshold quantity of 5,000 pounds.
4. Guidance and consultation not included in this Scope of Work will be provided on a time-and-materials basis pursuant to the Schedule of Fees attached.
5. Subject to Limitations that will become part of contract documents.

LIMITATIONS

The Audit will be performed by Condor at the direction of OID for its sole use, the only intended beneficiary of this work. No other party should rely on the information contained herein without the prior written consent of Condor and OID. The audit checklist, report, and the opinions, interpretations, conclusions, and recommendations contained within are based on information presented in other documents reviewed as part of the audit. The audit is, therefore, subject to the limitations and qualifications associated with and/or presented in the referenced documents.



The objectives of the audit will be to review the CalARP compliance status of the facility based on applicable state and/or federal requirements for acutely hazardous materials. The auditor's observations will be presented in the audit checklist and summary report which will reflect conditions observed during the onsite visit, the review of documentation provided to the auditors, and consultation with OID employees.

The auditor will attempt to discover those areas of significant CalARP non-conformance; however, Condor does not guarantee, and OID does not expect that all issues of non-conformance will be discovered because it is neither possible, nor responsible to indicate such a level of performance. Condor does not provide any guarantee or warranty that compliance with applicable chemical risk management regulations or statutes is proven or accomplished by the audit, or through the implementation of audit recommendations. Condor does not provide any guarantee or warranty against chemical releases from the facility and will be held harmless by OID from any injuries and/or damages that may result from such releases.

TERMS

If acceptable, please issue a Work Release. Unless directed otherwise, Condor's work will be performed as per this Proposal and our current Professional Services Agreement with OID (2009-PSA-003).

Thank you for considering Condor to assist you with your environmental compliance needs. Please contact Robert Job or Divya Narasimhan with any questions or comments at (209) 532-0388, extensions 2030 and 2057, respectively.

Sincerely,

CONDOR EARTH TECHNOLOGIES, INC.



Divya Narasimhan
Process Safety Management Specialist



Robert Job, PE, CPEA, CPSA
President

Enclosure:

Condor Employee List

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Oakdale Irrigation District
2016 Condor Earth Technologies, Inc. Employee Rate List
Effective July 1, 2016

Last Name	First Name	Staff Type	Bill Rate	PW 2017
Arista	Laura	Technical Editor	\$ 70.00	
Babcock	Lillian (Dolly)	Technical Editor	\$ 70.00	
Belemecich	Gunner	Technician	\$ 75.00	
Belt	David	Associate Geologist	\$ 135.00	
Crum	Marc	Senior Geologist	\$ 165.00	
DeAnda	Kyle	Staff Geologist	\$ 120.00	
Dewitt	Alex	Senior Geologist	\$ 165.00	
Felton	Suzanna	Staff Environmental Specialist	\$ 120.00	
Fuller	Patricia	Technical Editor	\$ 70.00	
Garnica	Narciso	Senior Materials Technician	\$ 85.00	
Garnica	Narciso	PW Materials Technician (Group 1)	\$ 119.00	\$ 121.00
Garnica	Narciso	PW Materials Technician (Group 2)	\$ 113.00	\$ 115.00
Garnica	Narciso	PW Materials Technician (Group 3)	\$ 100.00	\$ 102.00
Garnica	Narciso	PW Materials Technician (Group 4)	\$ 93.00	\$ 95.00
Gonzalez	Michelle	Administrative Assistant	\$ 65.00	
Gray	Sue	Technical Editor	\$ 70.00	
Harrell	Tiffany	Technical Editor	\$ 70.00	
Jackson	Karen	Staff Geologist	\$ 120.00	
Job	Robert	Senior Principal	\$ 220.00	
Johnson	Jordan	Staff Environmental Specialist	\$ 120.00	
Kennedy	John	Senior Materials Technician	\$ 85.00	
Kennedy	John	PW Materials Technician (Group 1)	\$ 119.00	\$ 121.00
Kennedy	John	PW Materials Technician (Group 2)	\$ 113.00	\$ 115.00
Kennedy	John	PW Materials Technician (Group 3)	\$ 100.00	\$ 102.00
Kennedy	John	PW Materials Technician (Group 4)	\$ 93.00	\$ 95.00
Kentta	Emily	Staff Geologist	\$ 120.00	
Kipf	Casey	Senior Geologist	\$ 165.00	
Kipf	Micheline	Senior Geologist	\$ 165.00	
Kositsky	Andrew	Senior Geotechnical Engineer	\$ 185.00	
Kramer	John	Principal Geologist	\$ 195.00	
Lane	John	Senior Geologist	\$ 165.00	
Lewis	Scott	Senior Tunneling Consultant	\$ 200.00	
Matson	Desirae	Administrative Assistant	\$ 65.00	
McKinley	Kenneth	Draftsperson	\$ 90.00	
Montgomery	James	GIS Analyst	\$ 110.00	
Mulvey	Lucy	Staff Environmental Specialist	\$ 120.00	
Narasimhan	Divya	Process Safety Management Specialist	\$ 140.00	
Northcutt	James	Certified Welding Inspector	\$ 100.00	
Northcutt	James	PW Materials Technician (Group 1)	\$ 119.00	\$ 121.00
Northcutt	James	PW Materials Technician (Group 2)	\$ 113.00	\$ 115.00
Northcutt	James	PW Materials Technician (Group 3)	\$ 100.00	\$ 102.00
Northcutt	James	PW Materials Technician (Group 4)	\$ 93.00	\$ 95.00
Pena	Marian	Staff Engineer	\$ 120.00	
Ramirez	Samuel	Technician	\$ 75.00	
Rodgers	Matthew	Technician	\$ 75.00	
Schaner	Daniel	Staff Geologist	\$ 120.00	
Selvage	Rebecca	Administrative Specialist	\$ 95.00	
Skaggs	Ronald	Principal Engineer	\$ 195.00	
Straka	Kristin	Administrative Assistant	\$ 65.00	
Tarantino	Kim	Project Coordinator	\$ 85.00	
Wilden	Elizabeth	Administrative Assistant	\$ 65.00	
Wood	Herbert	Associate Geologist	\$ 135.00	
Workman	Stewart	Process Safety Management Specialist	\$ 140.00	
Korbin	Gregg	Specialty Consultant/Tunnel	\$ 250.00	
Gowring	Michael	Specialty Consultant/Construction Cost/Tunnel	\$ 250.00	
Remington	Todd	Senior Engineer	\$ 145.00	

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 9
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 067 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO PREPARE A PLAT AND LEGAL DESCRIPTION FOR A THIRTY FOOT EASEMENT FOR THE ADAMS NO. 1 PIPELINE THROUGH APN: 064-059-001

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 067

BACKGROUND AND/OR HISTORY:

Work Release No. 067 will allow Giuliani & Kull to provide the necessary professional services to prepare a plat and legal description for a 30' easement through the above noted parcel for the Adams No. 1 Pipeline. Giuliani and Kull will also provide the necessary research, calculations and fieldwork to establish critical boundary points along subject property. A topographical route survey will be performed along the proposed easement alignment and tied to critical boundary points.

Giuliani & Kull will perform said professional services on a Time and Material basis for an estimated amount of \$1,500.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 067 for professional services to prepare the plat and legal description as described above.

FISCAL IMPACT: Estimated amount: \$1,500.00

ATTACHMENTS:

- Work Release No. 067
- Exhibit "A"

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:



Work Release #067

**Adams No. 1 Pipeline Easement – Plat and Legal
Descriptions & Surveying Services
APN: 064-059-001**

Description

The Oakdale Irrigation District (OID) requires Giuliani & Kull to prepare a plat and legal description for an easement 30' in width. Giuliani & Kull will perform the necessary research and provide the necessary resources for the calculations and drafting to prepare a plat and legal description for use as exhibits in an OID easement document. The plat and legal description is for a new 30' easement for the Adams No. 1 Pipeline through the above referenced parcel. See the attached Exhibit "A" for details, inclusions and exclusions.

Pricing & Schedule

Pricing to perform the Scope of Work described will be on a Time & Materials basis using the Hourly Rates in accordance with 2009-PSA-015 with an estimated cost as follows.

Boundary and Easement Route Survey	\$ 750.00
Easement Legal Description and Plat	<u>\$ 750.00</u>
Estimated Total:	\$1,500.00

The Work is to start and be completed as soon as possible.

Terms and Conditions:

All Terms and Conditions for Work Release No. 067 will remain in effect as identified in the Professional **Services Agreement 2009-PSA-015**.

Oakdale Irrigation District

By: _____
Name: Steve Knell, P.E.
Title: General Manager
Date: _____

Giuliani & Kull, Inc.

By: _____
Name: Bill Kull
Title: President
Date: _____



June 23, 2017

Chase King
Oakdale Irrigation District
1205 E. F Street
Oakdale, CA 95361

Subject: Proposal for Surveying Services
Adams No. 1 Pipeline Easement – APN 064-059-001

Dear Mr. King:

We are pleased to offer the attached estimate for surveying services associated with creating a new easement for the Adams No. 1 Pipeline through those lands defined below:

- APN 064-059-001

We understand that it is your desire to have a plat and legal description prepared for the purpose of describing a new easement as illustrated in the provided exhibit. As part of the project, we will perform a field topographic survey to locate and tie in stakes as set by O.I.D. for the centerline alignment of the pipeline. 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. Adams No. 1 Pipeline

- APN 064-059-001

CLIENT

Oakdale Irrigation District

Contact: Chase King

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 plats and legal descriptions for the purpose of acquiring a new district easement through Stanislaus County APN 064-059-001.

TASK 1 – Boundary and Easement Route Survey

Consultant will perform the necessary research, calculations, fieldwork, and drafting to establish critical boundary points along subject property. A topographic route survey will be performed along the proposed easement alignment and tied to critical boundary points.

TASK 2 – Easement Legal Description and Plat

Consultant will import and analyze field collected survey data and prepare a legal description and plat describing the centerline new district easement for inclusion in O.I.D. easement documents.

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 – Boundary and Easement Route Survey	\$750.00
TASK 2 – Easement Legal Description and Plat	<u>\$750.00</u>
TOTAL	\$1,500.00

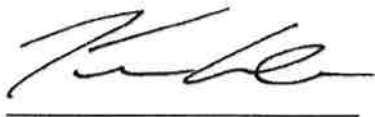
TERMS

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,

Accepted,



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

Title: _____
Date: _____

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 10
APN: 010-018-072

SUBJECT: APPROVE ENCROACHMENT PERMIT ON THE SPALDING PIPELINE (APN: 010-018-072 – WOODWARD FARMS, LLC, E & K VAN GRONINGEN 2006 REVOCABLE TRUST U/I/D 03/21/06, C. & L. VAN GRONINGEN FAMILY TRUST U/A/D 11/15/05, AS AMENDED, D&P VAN GRONINGEN FAMILY TRUST, U/A/D 1/14/08, AS AMENDED, H.M. & D.L. VAN GRONINGEN FAMILY TRUST, U/A/D 9/26/07, DARYL KENT & ARLYS VAN GRONINGEN TRUST, U/A/D JULY 11, 2007, AS AMENDED, AND MICHAEL VAN GRONINGEN)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

A request to encroach upon and cross the Spalding Pipeline with one (1) 15" 100 PSI PIP PVC pipeline was received. OI staff has reviewed the project and recommends approval of the attached Encroachment Permit.

FISCAL IMPACT: A Structure Review Application fee has been submitted to cover all District costs.

ATTACHMENTS:

- Encroachment Permit
-

Board Motion:

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

VOTE

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 010-018-072

**ENCROACHMENT PERMIT
ON THE SPALDING PIPELINE**

THIS ENCROACHMENT PERMIT executed this ELEVENTH day of JULY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and WOODWARD FARMS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ERIC S. VAN GRONINGEN AND KELLY A. VAN GRONINGEN, TRUSTEES OF THE E & K VAN GRONINGEN 2006 REVOCABLE TRUST U/I/D 03/21/06, CHRISTOPHER J. VAN GRONINGEN AND LAURIE VAN GRONINGEN, TRUSTEES OF THE C. & L. VAN GRONINGEN FAMILY TRUST U/A/D 11/15/05, AS AMENDED, DALE A. VAN GRONINGEN AND PATRICIA J. VAN GRONINGEN, TRUSTEES OF THE D&P VAN GRONINGEN FAMILY TRUST, U/A/D/ 1/14/08, AS AMENDED, HENRY MARK VAN GRONINGEN AND DEBRA VAN GRONINGEN, TRUSTEES OF THE H.M. & D.L. VAN GRONINGEN FAMILY TRUST, U/A/D 9/26/07, DARYL KENT VAN GRONINGEN AND ARLYS F. VAN GRONINGEN, TRUSTEES OF THE DARYL KENT & ARLYS VAN GRONINGEN TRUST, U/A/D JULY 11, 2007, AS AMENDED, AND MICHAEL VAN GRONINGEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on July 11, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT occupies easements and fee-owned lands for its irrigation and drainage facilities, and

WHEREAS, OWNER'S property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER has title to the Subject Property and wishes to encroach upon the SPALDING PIPELINE right of way with encroachments as follows:

1. One (1) 15" PVC pipeline crossing.

THIS PERMIT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"

Peter Bulthuis, Partner
Woodward Farms, LLC

Date 6/16/17

Eric S. Van Groningen, Trustee
E & K Van Groningen 2006 Revocable
Trust U/I/D 03/21/06

Date 6/8/17

Kelly A. Van Groningen, Trustee
E & K Van Groningen 2006 Revocable
Trust U/I/D 03/21/06

Date 6/8/17

Christopher J. Van Groningen, Trustee
C. & L. Van Groningen Family Trust
U/A/D 11/15/05

Date 6/8/17

Laurie Van Groningen, Trustee
C. & L. Van Groningen Family Trust
U/A/D 11/15/05, as amended

Date 6/12/17

"OWNER"


Dale A. Van Groningen, Trustee
D&P Van Groningen Family Trust
U/A/D/ 1/14/08, as amended

Date

6-8-2017


Patricia J. Van Groningen, Trustee
D&P Van Groningen Family Trust
U/A/D/ 1/14/08, as amended

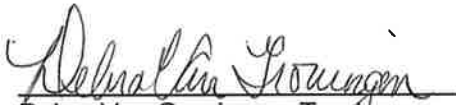
Date

8 June 2017


Henry Mark Van Groningen, Trustee
H.M. & D.L. Van Groningen Family
Trust U/A/D 9/26/07

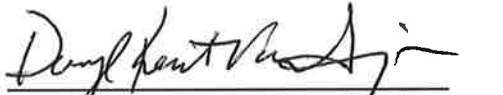
Date

6/8/17


Debra Van Groningen, Trustee
H.M. & D.L. Van Groningen Family
Trust U/A/D 9/26/07


Date

6/8/17


Daryl Kent Van Groningen, Trustee
Daryl Kent and Arlys F. Van Groningen
Trust, U/A/D July 11, 2007, as amended

Date

6-8-17


Arlys F. Van Groningen, Trustee
Daryl Kent and Arlys F. Van Groningen
Trust, U/A/D July 11, 2007, as amended

Date

6/8/17


Michael Van Groningen, Owner

Date

6-8-2017

Mailing Address: 9839 Hutchinson Road
Manteca, CA, 95337

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

NOTARY

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ~~Stanislaus~~ San Joaquin

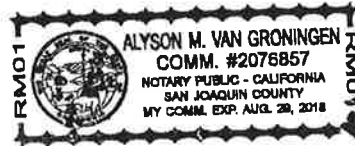
On June 8, 2017 before me Alyson M. Van Groningen, Notary Public
personally appeared Michael D. Van Groningen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Alyson Van Groningen
Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of ~~Stanislaus~~ San Joaquin

On June 8, 2017 before me Alyson M. Van Groningen, Notary Public
personally appeared Dale A. and Patricia J. Van Groningen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Alyson Van Groningen
Signature

(Seal)



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State of California

County of Stanislaus San Joaquin

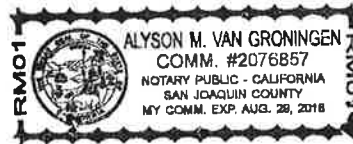
On June 8, 2017 before me Alyson M. Van Groningen, Notary Public
personally appeared Henry Mark and Debra Van Groningen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal

Alyson Van Groningen
Signature

(Seal)



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State of California

County of Stanislaus San Joaquin

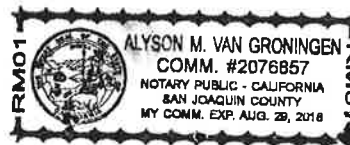
On June 8, 2017 before me Alyson M. Van Groningen, Notary Public
personally appeared Daryl Kent and Arlys Van Groningen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Alyson Van Groningen
Signature

(Seal)



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State of California
County of Stanislaus San Joaquin

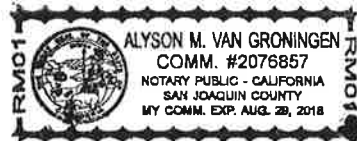
On June 8, 2017 before me Alyson M. Van Groningen, Notary Public
personally appeared Christopher J. Van Groningen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Alyson Van Groningen
Signature

(Seal)



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State of California
County of Stanislaus San Joaquin

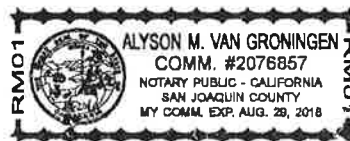
On June 8, 2017 before me Alyson M. Van Groningen, Notary Public
personally appeared Eric S. and Kelly A. Van Groningen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Alyson Van Groningen
Signature

(Seal)



NOTARY

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State of California

County of ~~Stanislaus~~ San Joaquin

On June 12, 2017 before me Alyson M. Van Groningen, Notary Public
personally appeared Laurie Van Groningen

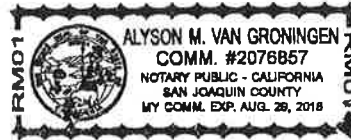
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Alyson Van Groningen
Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of Stanislaus

On _____ before me _____,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

NOTARY

CERTIFICATE OF ACKNOWLEDGMENT

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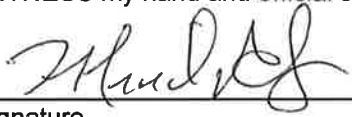
State of California
County of Stanislaus San Joaquin

On June 16th, 2017 before me Michael Rendon, Notary Public
personally appeared Peter Bulthuis

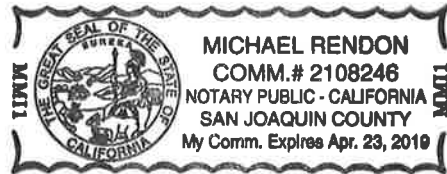
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal


Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On _____ before me _____,
personally appeared _____

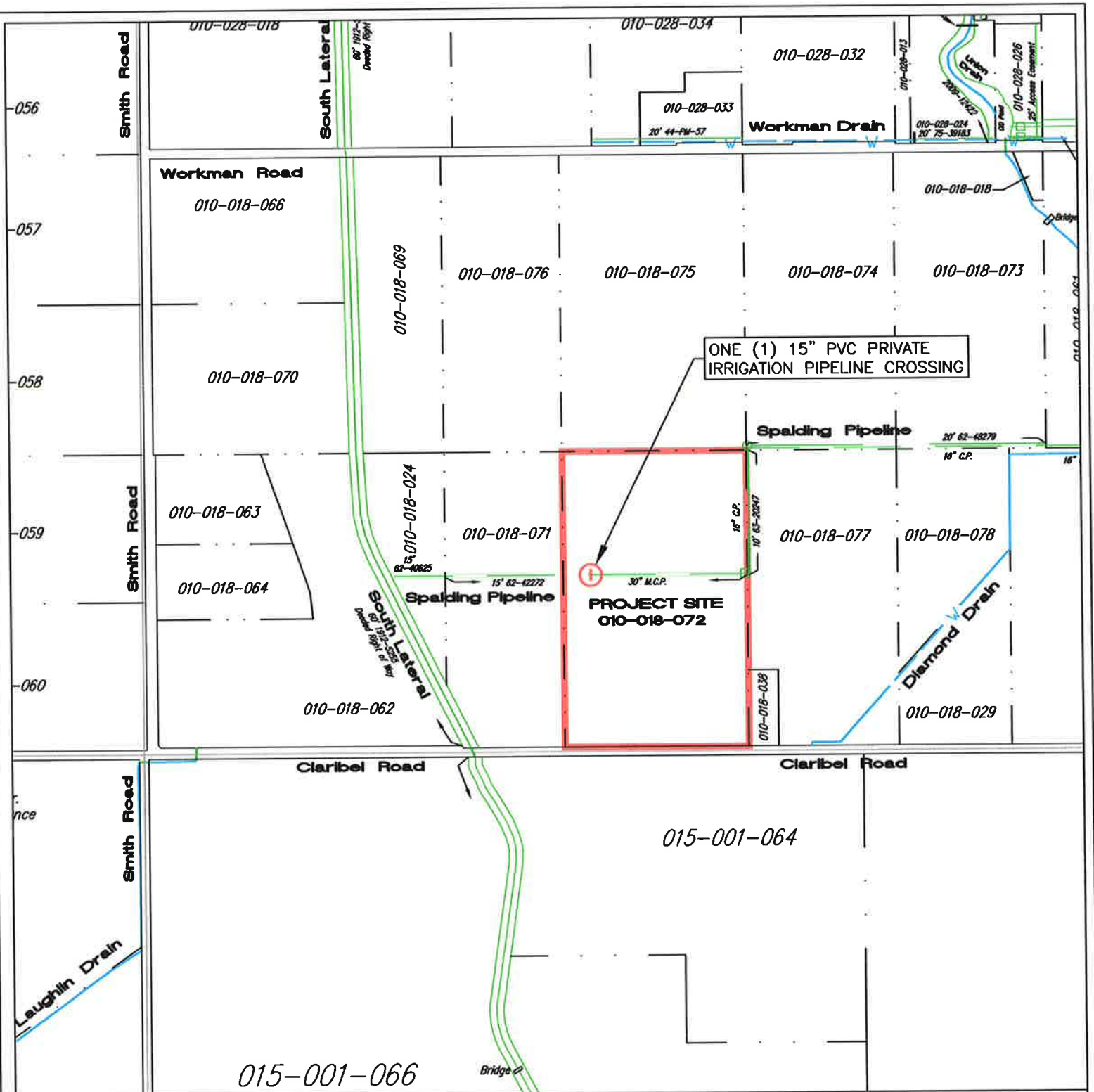
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)



OID
OAKDALE IRRIGATION DISTRICT



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
ENCROACHMENT PERMIT
APN: 010-018-072



DATE: JULY 26, 2017
DRAWN BY: CMK
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE
SHEET 1 of 1

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-NIL**

ENCROACHMENT PERMIT ON THE SPALDING PIPELINE

APN: 010-018-072

WHEREAS, WOODWARD FARMS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ERIC S. VAN GRONINGEN AND KELLY A. VAN GRONINGEN, TRUSTEES OF THE E & K VAN GRONINGEN 2006 REVOCABLE TRUST U/I/D 03/21/06, CHRISTOPHER J. VAN GRONINGEN AND LAURIE VAN GRONINGEN, TRUSTEES OF THE C. & L. VAN GRONINGEN FAMILY TRUST U/A/D 11/15/05, AS AMENDED, DALE A. VAN GRONINGEN AND PATRICIA J. VAN GRONINGEN, TRUSTEES OF THE D&P VAN GRONINGEN FAMILY TRUST, U/A/D/ 1/14/08, AS AMENDED, HENRY MARK VAN GRONINGEN AND DEBRA VAN GRONINGEN, TRUSTEES OF THE H.M. & D.L. VAN GRONINGEN FAMILY TRUST, U/A/D 9/26/07, DARYL KENT VAN GRONINGEN AND ARLYS F. VAN GRONINGEN, TRUSTEES OF THE DARYL KENT & ARLYS VAN GRONINGEN TRUST, U/A/D JULY 11, 2007, AS AMENDED, AND MICHAEL VAN GRONINGEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY are the titled owners of property located in the Southwest 1/4 of Section 31, Township 2 South, Range 10 East, and the South 1/2 of Section 34, Township 2 South, Range 11 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, WOODWARD FARMS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ERIC S. VAN GRONINGEN AND KELLY A. VAN GRONINGEN, TRUSTEES OF THE E & K VAN GRONINGEN 2006 REVOCABLE TRUST U/I/D 03/21/06, CHRISTOPHER J. VAN GRONINGEN AND LAURIE VAN GRONINGEN, TRUSTEES OF THE C. & L. VAN GRONINGEN FAMILY TRUST U/A/D 11/15/05, AS AMENDED, DALE A. VAN GRONINGEN AND PATRICIA J. VAN GRONINGEN, TRUSTEES OF THE D&P VAN GRONINGEN FAMILY TRUST, U/A/D/ 1/14/08, AS AMENDED, HENRY MARK VAN GRONINGEN AND DEBRA VAN GRONINGEN, TRUSTEES OF THE H.M. & D.L. VAN GRONINGEN FAMILY TRUST, U/A/D 9/26/07, DARYL KENT VAN GRONINGEN AND ARLYS F. VAN GRONINGEN, TRUSTEES OF THE DARYL KENT & ARLYS VAN GRONINGEN TRUST, U/A/D JULY 11, 2007, AS AMENDED, AND MICHAEL VAN GRONINGEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY have requested an Encroachment Permit for:

1. One (1) 15" PVC pipeline crossing.

WHEREAS, the Encroachment Permit has been signed by the titled owners.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owners of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director _____ seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this

eleventh day of July, 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
Board of Directors
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

THE REAL PROPERTY IN THE UNINCORPORATED AREA, COUNTY OF STANISLAUS,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Lot 10 of OAKDALE COLONY TRACT, as per map filed on January 08, 1914 in Volume 8 of
Maps, at Page 5, Stanislaus County Records.

APN: 010-018-072

END OF DESCRIPTION

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 11
APN: 062-029-014, 062-030-025

SUBJECT: APPROVE ENCROACHMENT PERMITS ON THE SOUTHWEST PIPELINE (APNS: 062-029-014, 062-030-025 –THE JACOB OOSTERMAN EXEMPTION TRUST DTD JANUARY 17, 2002 AND THE JACOB OOSTERMAN SURVIVOR’S TRUST DTD JANUARY 17, 2002)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

A new pressurized irrigation system is in the process of being installed on the parcels noted above and a request to encroach upon and cross the Southwest Pipeline was received. As part of the proposed agreement, one (1) 6” 100 PSI PIP PVC private irrigation pipeline will encroach upon and cross the facility. The Southwest Pipeline right-of-way is described as a strip of land separating the two (2) parcels at the location of the proposed pipeline crossing, and as such, an Encroachment Permit has been prepared for one (1) private irrigation pipeline crossing on each parcel. In addition, one (1) 12” butterfly valve, one (1) 12” PVC private irrigation pipeline, and one (1) 10” PVC private irrigation pipeline have been identified as encroaching upon the Southwest Pipeline right-of-way within APN: 010-018-062 and are included on the respective Encroachment Permit. OI staff has reviewed the project and recommends approval of these Encroachment Permits.

FISCAL IMPACT: A Structure Review Application fee has been submitted to cover all District costs.

ATTACHMENTS:

- Encroachment Permits (2)

Board Motion:

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

VOTE

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 062-029-014

**ENCROACHMENT PERMIT
ON THE SOUTHWEST PIPELINE**

THIS ENCROACHMENT PERMIT executed this ELEVENTH day of JULY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and JACOB OOSTERMAN, TRUSTEE OF THE JACOB OOSTERMAN EXEMPTION TRUST DTD JANUARY 17, 2002 AND JACOB OOSTERMAN, TRUSTEE OF THE JACOB OOSTERMAN SURVIVOR'S TRUST DTD JANUARY 17, 2002, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on July 11, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT occupies easements and fee-owned lands for its irrigation and drainage facilities, and

WHEREAS, OWNER'S property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER has title to the Subject Property and wishes to encroach upon the SOUTHWEST PIPELINE right of way with encroachments as follows:

1. 6" 100 PSI PIP PVC private irrigation pipeline crossing
2. 12" butterfly valve
3. 12" PVC private irrigation pipeline
4. 10" PVC private irrigation pipeline

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER

maintenance, and reconstruction functions, DISTRICT may request, upon 30 days notice, the removal or relocation of portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to DISTRICT.

For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

THIS PERMIT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**


Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"



Jacob Oosterman, Trustee
Jacob and Ada Oosterman Exemption
Trust DTD January 17, 2002

7/5/17
Date



Jacob Oosterman, Trustee
The Jacob Oosterman Survivor's
Trust DTD January 17, 2002

7/5/17
Date

Mailing Address: 1636 Calhoun Avenue
Ripon, CA 95366

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

NOTARY

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of **Stanislaus**

On July 5, 2017 before me Denise Freiwald, Notary Public,
personally appeared Jacob Oosterman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

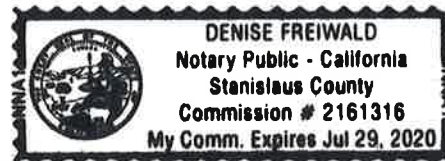
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Denise Freiwald

Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of **Stanislaus**

On _____ before me _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-NIL**

ENCROACHMENT PERMIT ON THE SOUTHWEST PIPELINE

APN: 062-029-014

WHEREAS, JACOB OOSTERMAN, TRUSTEE OF THE JACOB OOSTERMAN EXEMPTION TRUST DTD JANUARY 17, 2002 AND JACOB OOSTERMAN, TRUSTEE OF THE JACOB OOSTERMAN SURVIVOR'S TRUST DTD JANUARY 17, 2002, are the titled owners of property located in the NW 1/4 of Section 29 and the SW 1/4 of Section 20, Township 1 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JACOB OOSTERMAN, TRUSTEE OF THE JACOB OOSTERMAN EXEMPTION TRUST DTD JANUARY 17, 2002 AND JACOB OOSTERMAN, TRUSTEE OF THE JACOB OOSTERMAN SURVIVOR'S TRUST DTD JANUARY 17, 2002 have requested an Encroachment Permit for:

1. 6" 100 PSI PIP PVC private irrigation pipeline crossing
2. 12" butterfly valve
3. 12" PVC private irrigation pipeline
4. 10" PVC private irrigation pipeline

WHEREAS, the Encroachment Permit has been signed by the titled owners.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owners of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director _____ seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this eleventh day of July, 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
Board of Directors
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

Parcel 1 as shown on that certain Parcel Map filed March 22, 1974, in Volume 18, of Parcel Maps, at Page 87, Stanislaus County records, being a portion of the Southeast quarter of Section 31, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, State of California.

TOGETHER WITH a portion of that certain real property, described in a Grant deed to the Jacob Oosterman and Ada C. Oosterman Trust UDT, filed for record in Document No. 2009-0088803-00, Stanislaus County Records, and situate in the Southeast $\frac{1}{4}$ of Section 31, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, being more particularly described as follows:

BEGINNING at the Southwest corner of said Oosterman Trust property, being also a point on the East right-of-way line of Eleanor Avenue (40 feet wide); thence along said East right-of-way line, North 00 degrees 51' 00" West, a distance of 101.89 feet; thence leaving said right-of-way line and proceeding North 89 degrees 00' 00" East, a distance of 651.29 feet to a point on the Southeasterly line of said Oosterman Trust property; thence along last said Southeasterly line South 80 degrees 15' 30" West, a distance of 659.21 feet to the Point of Beginning.

EXCEPTING THEREFROM a portion of Parcel 1, as shown in Book 18 of Parcel Maps, at Page 87, Stanislaus County Records, and situate in the Southeast $\frac{1}{4}$ of Section 31, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel 1; thence along the East line of said Parcel 1, being also the East line of said Section 31, South 00 degrees 52' 00" East, a distance of 101.89 feet; thence leaving said East line and proceeding into said Parcel 1, South 89 degrees 09' 00" West, a distance of 651.30 feet to a point on the Northwesterly line of said Parcel 1; thence along said Northwesterly line North 80 degrees 15' 30" East, a distance of 659.19 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM that portion thereof located within the boundaries of the Southwest Lateral of the Oakdale Irrigation District.

Subject to all existing easements and/or rights-of-way of record.

Containing 15.88 Acres more or less.

BASIS OF BEARINGS for this description is a course of North 0 degrees 52' West for the East line of Section 31, Township 2 South, Range 10 East, Mount Diablo Meridian as referenced in Document No. 2009-0088803-00, Stanislaus County Records.

APN: 062-029-014

END OF DESCRIPTION

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 062-030-025

**ENCROACHMENT PERMIT
ON THE SOUTHWEST PIPELINE**

THIS ENCROACHMENT PERMIT executed this ELEVENTH day of JULY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and JACOB OOSTERMAN, TRUSTEE OF THE JACOB OOSTERMAN SURVIVOR'S TRUST DTD JANUARY 17, 2002, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on July 11, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT occupies easements and fee-owned lands for its irrigation and drainage facilities, and

WHEREAS, OWNER'S property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER has title to the Subject Property and wishes to encroach upon the SOUTHWEST PIPELINE right of way with encroachments as follows:

1. 6" 100 PSI PIP PVC private irrigation pipeline crossing

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an

For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

THIS PERMIT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**


Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"



Jacob Oosterman, Trustee
The Jacob Oosterman Survivor's
Trust DTD January 17, 2002



Date

Mailing Address: 1636 Calhoun Avenue
Ripon, CA 95366

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

NOTARY

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of **Stanislaus**

On July 5, 2017 before me Denise Freiwald, Notary Public,
personally appeared Jacob Oosterman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

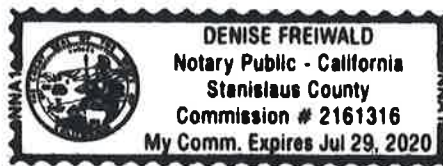
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Denise Freiwald

Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of **Stanislaus**

On _____ before me _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-NIL**

ENCROACHMENT PERMIT ON THE SOUTHWEST PIPELINE

APN: 062-030-025

WHEREAS, JACOB OOSTERMAN, TRUSTEE OF THE JACOB OOSTERMAN SURVIVOR'S TRUST DTD JANUARY 17, 2002, are the titled owners of property located in the NW 1/4 of Section 29 and the SW 1/4 of Section 20, Township 1 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JACOB OOSTERMAN, TRUSTEE OF THE JACOB OOSTERMAN SURVIVOR'S TRUST DTD JANUARY 17, 2002 have requested an Encroachment Permit for:

1. 6" 100 PSI PIP PVC private irrigation pipeline crossing

WHEREAS, the Encroachment Permit has been signed by the titled owners.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owners of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director _____ seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this eleventh day of July, 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary
Board of Directors

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

Adjusted Parcel 1 as shown on Certificate of Lot Line Adjustment No. 2009-11 as evidenced by Document recorded March 24, 2011 as Instrument No. 2011-0025779 of Official Records, being more particularly described as follows:

All that portion of the East half of the Southeast Quarter of Section 31, Township 2 South, Range 10 East, Mount Diablo Meridian, County of Stanislaus, State of California, more particularly described as follows:

Commencing at a point 25 feet North of the Southeast corner of Section 31, Township 2 South, Range 10 East, marked by a 4 BY stake, running thence North 0 degrees 52' West along the East line of said Section 1141.1 feet to the Northeasterly corner of that Certain Parcel of Land heretofore conveyed by Oakdale Irrigation District, a public corporation, to Oscar S. Vincent and wife, by Deed dated December 6, 1938 and recorded December 22, 1938 in Volume 632 of Official Records, Page 465, being the True Point of Beginning; thence South 80 degrees 16' West along the Northeasterly boundary of said land so to Vincent 1318.5 feet to the East line said Section 31 and marked by a 1 ½" iron pipe; thence South 0 degrees 52' East along the East line of said Section 31, 874.5 feet to the Point of Beginning.

Together with a portion of Parcel 1, as shown in Book 18 of Parcel Maps, at Page 87, Stanislaus County Records, and situate in the Southeast 1/4 of Section 31, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at the Northeast corner of said Parcel 1, thence along the east line of said Parcel 1, being also the East line of said Section 31, South 00 degrees 52' 00" East, a distance of 101.89 feet; thence leaving last said East line and proceeding into said Parcel 1 South 89 degrees 09' 00" West, a distance of 651.30 feet to a point on the Northwesterly line of said Parcel 1, thence along said Northwesterly line North 80 degrees 15' 30" East, a distance of 659.19 feet to the Point of Beginning.

Excepting therefrom a portion of that certain real property, described in a Grant Deed to the Jacob Oosterman and Ada C. Oosterman Trust UDT, filed for record in Document No. 2009-0088803-00, Stanislaus County Records, and situate in the Southeast of Section 31, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, being more particularly described as follows:

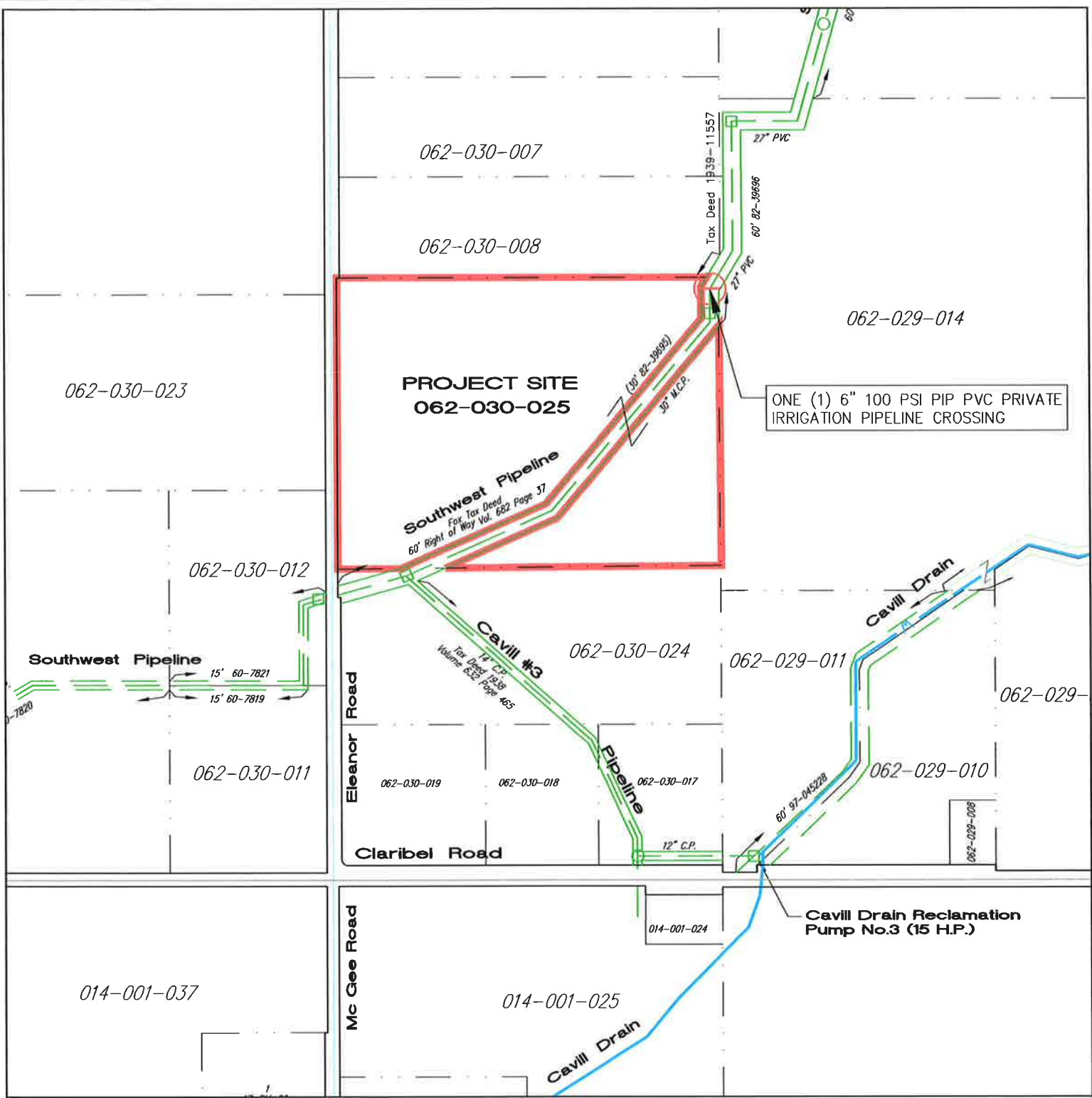
Beginning at the Southwest corner of said Oosterman Trust Property, being also a point on the East right-of-way line of Eleanor Avenue (40 feet wide); thence along said East right-of-way line, North 00 degrees 51' 00" West, a distance of 101.89 feet; thence leaving said right-of-way line and proceeding North 89 degrees 09' 00" East, a distance of 651.29 feet to a point on the Southeasterly line of said Oosterman Trust Property;

thence along said Southeasterly line of said Oosterman Trust Property; thence along said Southeasterly line South 80 degrees 15' 30" West., a distance of 659.21 feet to the Point of Beginning.

Also excepting therefrom that portion thereof located within the boundaries of the Southwest Lateral of the Oakdale Irrigation District.

APN: 062-030-022 (underlying APN of 062-030-025)

END OF DESCRIPTION



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
ENCROACHMENT PERMIT
THE JACOB OOSTERMAN SURVIVOR'S
TRUST UDT JANUARY 17, 2002
APN: 062-030-025



DATE: JULY 3, 2017
DRAWN BY: CMK
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE
SHEET 1 of 1

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 12
APN: 062-029-014

**SUBJECT: APPROVE NOTIFICATION AGREEMENT OF CROSSING OF THE CAVILL DRAIN
(APN: 062-029-014 – PACIFIC GAS AND ELECTRIC)**

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District (OID) Cavill Drain crosses the parcel noted above. Pacific Gas & Electric (PG&E) has requested to cross the Cavill Drain with one (1) overhead electric service line at a minimum height of thirty (30) feet above finished grade. OID Staff has reviewed this project and recommends approval of this Notification Agreement.

FISCAL IMPACT: Staff time for document processing. As a courtesy extended to public utilities no deposit was collected.

ATTACHMENTS:

- Notification Agreement
-

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

THIS DOCUMENT IS EXEMPT FROM
PAYMENT OF RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APNS: 062-029-014

NOTIFICATION AGREEMENT OF CROSSING OF THE CAVILL DRAIN

THIS NOTIFICATION AGREEMENT ("Agreement") executed this ELEVENTH day of JULY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and PACIFIC GAS AND ELECTRIC (PG&E), hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Notification Agreement on July 11, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT holds easements and for its irrigation and drainage facilities, and

WHEREAS, the property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER wishes to install facilities crossing over the Cavill Drain right-of-way with an installation as follows:

1. One (1) overhead electric service line crossing over the Cavill Drain in a perpendicular manner at a minimum clearance of thirty (30) feet above finished grade

WHEREAS, DISTRICT is willing to accept said installation provided the OWNER agrees to the following provisions:

1. Nature of Right Conferred. This Agreement is valid only for the purposes specified herein. DISTRICT intends hereby to assent only to the installation

described above upon an easement or easements held by DISTRICT. Nothing in this Agreement constitutes a grant or other disposition of any land or interest in land occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this Agreement relates only to the rights of DISTRICT by virtue of an easement or easements upon Subject Property. It is understood that nothing in this Agreement shall be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than DISTRICT and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land. DISTRICT recognizes the underlying rights of the owner of Subject Property to DISTRICT'S easement area and the rights to use said area for all purposes that do not unreasonably interfere with DISTRICT'S full enjoyment of said easement area. DISTRICT also recognizes the Land Owner has requested PG&E to install overhead electric facilities across the DISTRICT'S easement area.

2. Assignments, Sublicenses and Termination. The right to use or maintain the encroachments listed above on the subject DISTRICT facility as authorized herein shall be transferrable to OWNER'S successors or assigns.
3. Operational Access. DISTRICT shall have the right of necessary ingress to and egress from said strip of land at any and all times for people with tools and/or equipment required for the repair, replacement, maintenance and/or operation of that irrigation canal or pipeline system and appurtenant facilities located within DISTRICT right-of-way. OWNER agrees that the exercise of OWNER'S rights on the Subject Property shall not interfere with DISTRICT's rights as an easement holder or the operational use of its irrigation and drainage facilities.
4. Indemnity and Release. OWNER shall (i) indemnify and hold harmless and (ii) release DISTRICT, its officers, agents and employees, against and from any and all loss, damage, claims, costs and expenses of whatsoever nature, including court costs and attorney's fees resulting from the exercise of its rights under this Agreement including but not limited to, overflow of water from DISTRICT facilities, property damage, personal injury or, wrongful death from the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted OWNER facilities or any part thereof, except for such loss or damage caused by the gross negligence or willful misconduct of DISTRICT. OWNER shall promptly repair, at its own cost and under DISTRICT supervision, any damage caused to DISTRICT'S facilities due to work under this Agreement performed by or on behalf of OWNER
5. Plans and Specifications: Construction. All work shall be done in accordance with plans and specifications and upon locations agreed in advance by DISTRICT as herein provided and shall be erected in such a manner as not to obstruct in any manner the flow of water in the canals, laterals or drain ditches

of DISTRICT or to make more expensive or to interfere in any manner whatsoever with access to, or the construction, operation and maintenance of any part of the impacted irrigation and/or drainage works by DISTRICT. Any alterations or changes to the approved plans shall be approved by DISTRICT. **Exhibits "C" and "D"** (IF ATTACHED) indicate agreed locations and/or plans of herein described installations.

OWNER shall call DISTRICT'S Engineer at 847-0341 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with DISTRICT'S Water Operations Department. Further, routine inspections by DISTRICT of construction activities such as trenching, backfilling, compaction, concreting, etc., are required. OWNER and/or its contractors shall comply with all applicable laws, regulations and guidelines including OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare.

6. Ordinary Maintenance, Repair or Replacement. OWNER shall maintain and repair said installations at its sole cost and expense. Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, DISTRICT may request, upon 30 days notice, the removal or relocation of portions of OWNER'S installations and OWNER shall perform the required work at no cost to DISTRICT.

THIS AGREEMENT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

OAKDALE IRRIGATION DISTRICT
"DISTRICT"

Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"
PACIFIC GAS AND ELECTRIC



Notarized Signature

6/30/17

Date

Eric Albanese Supervisor, LS+ES
Print Name and Title South Valley

Mailing Address: Land and Environmental Management
4040 West Lane
Stockton, California 95204

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of FRESNO

On JUNE 30, 2017 before me ENJOLI C. BLACK.
personally appeared ERIC ROBERT ALBANESE

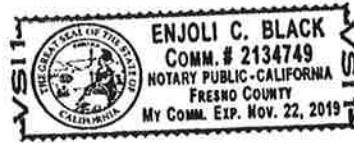
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal


Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me _____,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-NIL**

**NOTIFICATON AGREEMENT OF
CROSSING THE CAVILL DRAIN**

APN: 062-029-014

WHEREAS, Oakdale Irrigation District holds an easement for the Cavill Drain, located in Section 32, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, Pacific Gas and Electric Company has requested a Notification Agreement for one (1) overhead electric service line crossing over the Cavill Drain in a perpendicular manner at a minimum height of thirty (30) feet above finished grade; and

WHEREAS, the attached Notification Agreement has been signed by Pacific Gas and Electric Company.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Notification Agreement of the above-identified land have been accepted by Pacific Gas and Electric Company, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Notification Agreement in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this ELEVENTH day of JULY 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

All that portion of the southwest quarter of Section 32, Township 2 South, Range 10 East, M.D.B.&M., described as follows:

Beginning at the northwest corner of the southwest corner of said Section 32; thence South along the West line of said Section 32, a distance of 1632.9 feet to the northwest corner of the West 56 rods of the South 59 rods of the southwest quarter of the southwest quarter of said Section 32; thence East along the North line of the West 56 rods of the South 59 rods of the southwest quarter of the southwest quarter of said Section 32, a distance of 924.00 feet to the northeast corner thereof and the centerline of Cavill Drain; thence following the centerline of said Cavill Drain the following courses and distances: North 53d28'23" East, 136.65 feet; South 76d46'06" East, 172.46 feet; North 77d37' East, 193.66 feet; North 84d43'34" East, 230.16 feet; North 45d02'06" East, 112.47 feet; North 02d53'23" East, 72.46 feet; North 19d07'16" West, 134.44 feet; thence leaving the centerline of said Cavill Drain, North 07d54'12" East, a distance of 124.20 feet; thence South 79d56'37" East, a distance of 705.90 feet; thence South 66d52'50" East, a distance of 83.20 feet; thence South 86d52'50" East, a distance of 173.50 feet, more or less, to a point on the West line of 40 foot wide Langworth Road, which point is 20 feet measured at right angles from the North-South quarter line of said Section 32; thence North 0d00'10" East along said Section 32; thence along said north line of said southwest quarter a distance of 2626.2 feet to the point of beginning.

Containing 85.84 acres more or less.

APN: 062-029-014

END OF DESCRIPTION



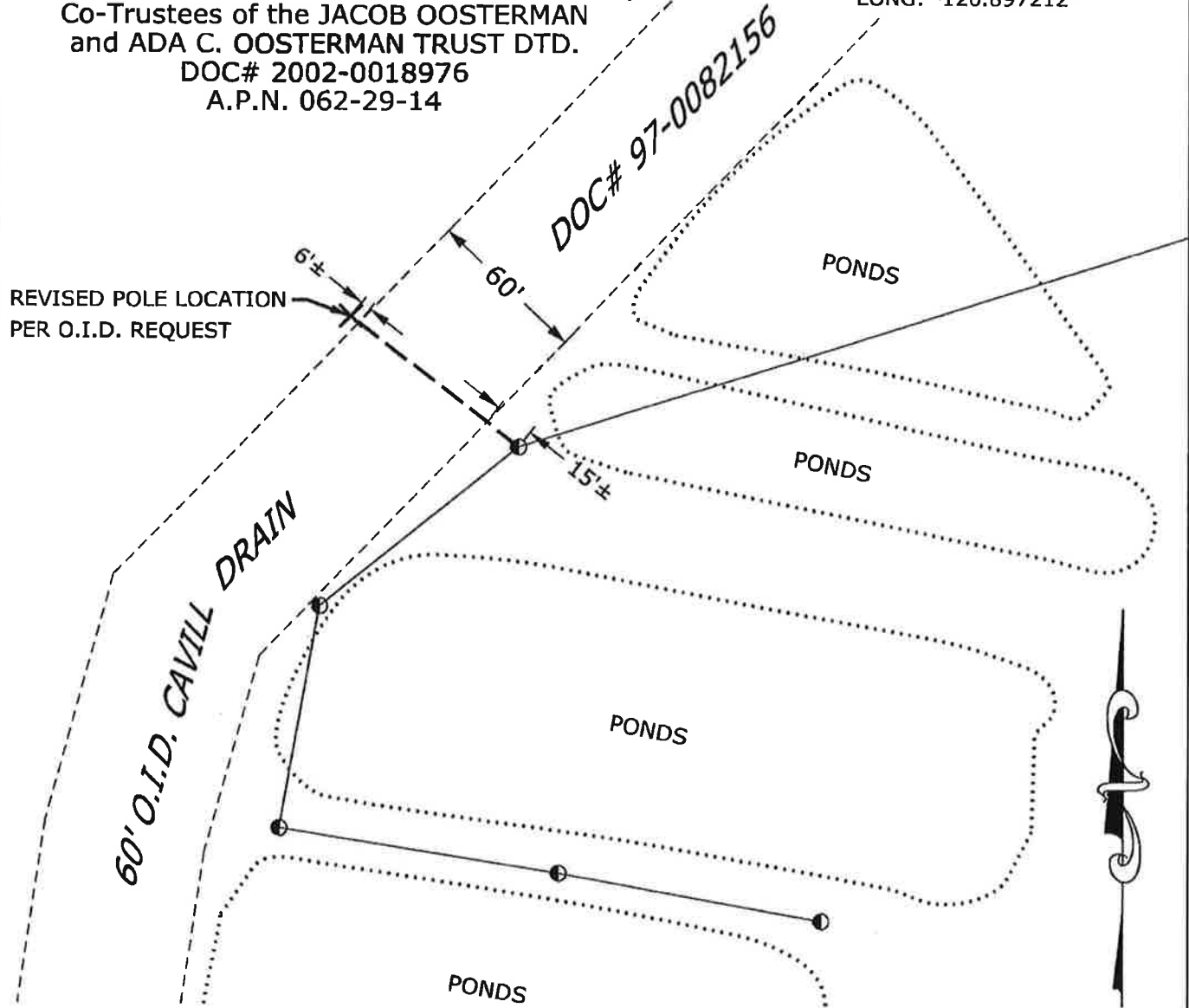
EXHIBIT D

**PG&E ELECTRIC SERVICE LINE DETAILS
THREE (3) PAGES TOTAL, INCLUDING COVER SHEET**

EXHIBIT "A"

JACOB OOSTERMAN and ADA C. OOSTERMAN,
Co-Trustees of the JACOB OOSTERMAN
and ADA C. OOSTERMAN TRUST DTD.
DOC# 2002-0018976
A.P.N. 062-29-14

APPROX. PROJECT LOCATION:
LAT: 37.716160°
LONG: -120.897212°



LEGEND:

- OAKDALE IRRIGATION DISTRICT EASEMENT
- NEW OVERHEAD ELECTRIC LINE
- EXISTING OVERHEAD PG&E LINES
- X NEW PG&E SERVICE POLE

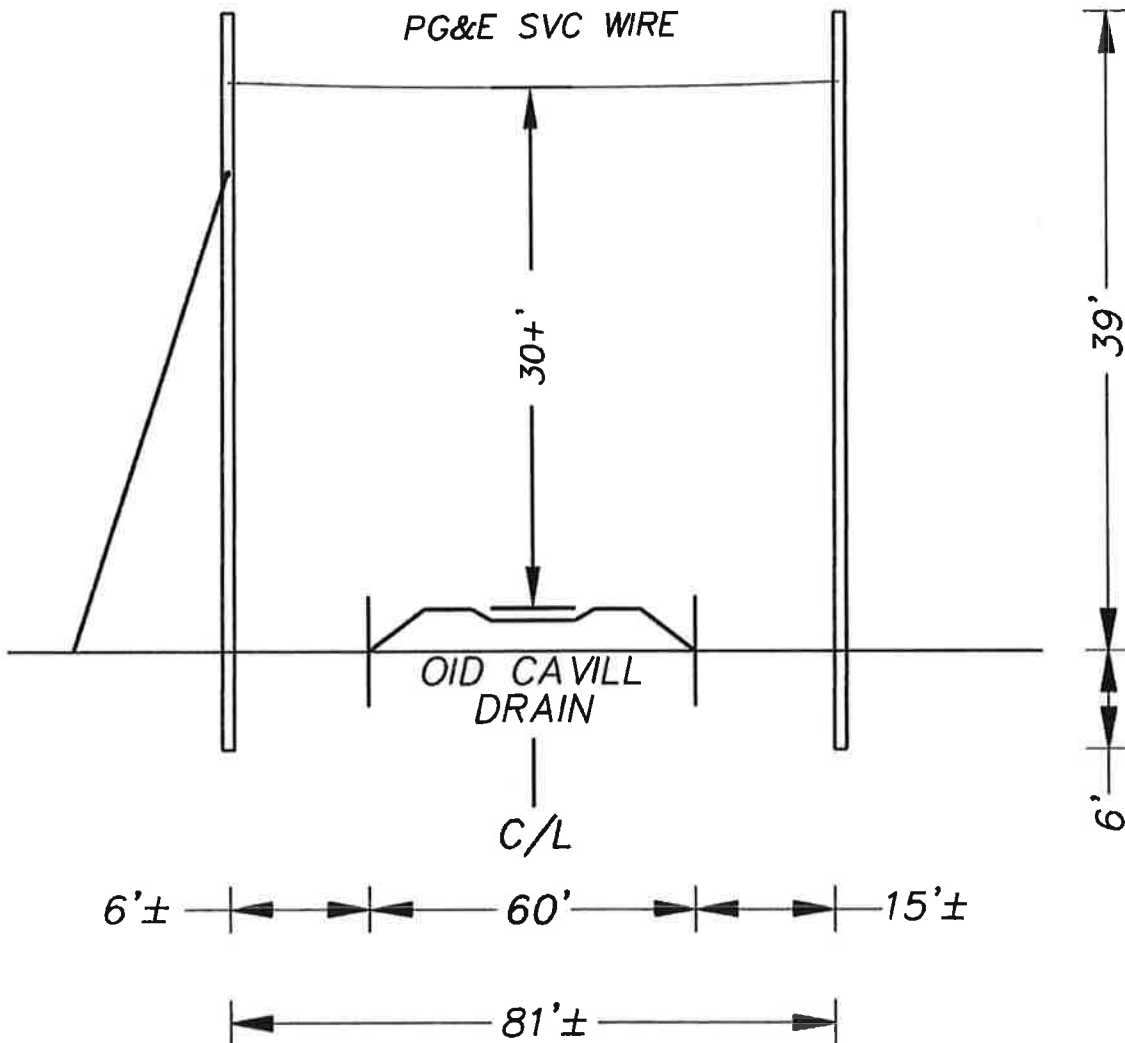
UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant:				SCALE		DATE	
NEW PG&E CUSTOMER SERVICE - 5224 ELEANOR AVE, OAKDALE CA				1"=60'		1/11/2017	
SECTION 32 NE $\frac{1}{4}$ of SW $\frac{1}{4}$	TOWNSHIP 2S	RANGE 10E	MERIDIAN M.D.B.&M.	COUNTY OF: STANISLAUS		CITY OF:	
PLAT MAP REFERENCES		ELECTRIC AA-20 NOTIF# 110542372		F.B.:		DR.BY: SWE6 CH.BY: J3AE	
		PG&E		YOSEMITE DIVISION		31236891 AUTHORIZ	
						L-2-10-32S DRAWING NO.	

EXHIBIT "B" CROSSING DETAIL

PG&E POLE
45' CLASS 4

PG&E POLE
45' CLASS 4



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO
OR ALONG BOUNDARIES OR LINES

Applicant:				O.I.D. CAVILL DRAIN CROSSING DETAIL		SCALE N.T.S.	DATE 1/11/2017
SECTION 32 NE $\frac{1}{4}$ of SW $\frac{1}{4}$	TOWNSHIP 2S	RANGE 10E	MERIDIAN M.D.B.&M.	COUNTY OF: STANISLAUS		CITY OF:	
PLAT MAP REFERENCES				F.B.:	DR.BY: SWE6	CH.BY: J3AE	
ELECTRIC AA-20 NOTIF# 110542372				PG&E	YOSEMITE DIVISION	31236891 AUTHORIZ	L-2-10-32S DRAWING NO.

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 13
APN: 011-005-040/074

SUBJECT: APPROVE NOTIFICATION AGREEMENT OF CROSSING OF THE PAULSELL LATERAL EXTENSION (APN: 011-005-040/074 – PACIFIC GAS AND ELECTRIC)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The centerline of the Oakdale Irrigation District (OID) Paulsell Lateral Extension is described as the shared property line of the parcels noted above. Pacific Gas & Electric (PG&E) has requested to cross the Paulsell Lateral Extension with one (1) overhead electric service line at a minimum height of thirty (30) feet above finished grade. OID Staff has reviewed this project and recommends approval of this Notification Agreement.

FISCAL IMPACT: Staff time for document processing. As a courtesy extended to public utilities no deposit was collected.

ATTACHMENTS:

- Notification Agreement
-

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

THIS DOCUMENT IS EXEMPT FROM
PAYMENT OF RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APNS: 011-005-040/074

**NOTIFICATION AGREEMENT OF
CROSSING OF THE PAULSELL ATERAL EXTENSION**

THIS NOTIFICATION AGREEMENT ("Agreement") executed this ELEVENTH day of JULY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and PACIFIC GAS AND ELECTRIC (PG&E), hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Notification Agreement on July 11, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT holds easements and for its irrigation and drainage facilities, and

WHEREAS, the property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER wishes to install facilities crossing over the Paulsell Lateral Extension right-of-way with an installation as follows:

1. One (1) overhead electric service line crossing over the Paulsell Lateral Extension in a perpendicular manner at a minimum clearance of thirty (30) feet above finished grade

WHEREAS, DISTRICT is willing to accept said installation provided the OWNER agrees to the following provisions:

1. Nature of Right Conferred. This Agreement is valid only for the purposes specified herein. DISTRICT intends hereby to assent only to the installation

described above upon an easement or easements held by DISTRICT. Nothing in this Agreement constitutes a grant or other disposition of any land or interest in land occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this Agreement relates only to the rights of DISTRICT by virtue of an easement or easements upon Subject Property. It is understood that nothing in this Agreement shall be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than DISTRICT and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land. DISTRICT recognizes the underlying rights of the owner of Subject Property to DISTRICT'S easement area and the rights to use said area for all purposes that do not unreasonably interfere with DISTRICT'S full enjoyment of said easement area. DISTRICT also recognizes the Land Owner has requested PG&E to install overhead electric facilities across the DISTRICT'S easement area.

2. Assignments, Sublicenses and Termination. The right to use or maintain the encroachments listed above on the subject DISTRICT facility as authorized herein shall be transferrable to OWNER'S successors or assigns.
3. Operational Access. DISTRICT shall have the right of necessary ingress to and egress from said strip of land at any and all times for people with tools and/or equipment required for the repair, replacement, maintenance and/or operation of that irrigation canal or pipeline system and appurtenant facilities located within DISTRICT right-of-way. OWNER agrees that the exercise of OWNER'S rights on the Subject Property shall not interfere with DISTRICT's rights as an easement holder or the operational use of its irrigation and drainage facilities.
4. Indemnity and Release. OWNER shall (i) indemnify and hold harmless and (ii) release DISTRICT, its officers, agents and employees, against and from any and all loss, damage, claims, costs and expenses of whatsoever nature, including court costs and attorney's fees resulting from the exercise of its rights under this Agreement including but not limited to, overflow of water from DISTRICT facilities, property damage, personal injury or, wrongful death from the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted OWNER facilities or any part thereof, except for such loss or damage caused by the gross negligence or willful misconduct of DISTRICT. OWNER shall promptly repair, at its own cost and under DISTRICT supervision, any damage caused to DISTRICT'S facilities due to work under this Agreement performed by or on behalf of OWNER
5. Plans and Specifications: Construction. All work shall be done in accordance with plans and specifications and upon locations agreed in advance by DISTRICT as herein provided and shall be erected in such a manner as not to obstruct in any manner the flow of water in the canals, laterals or drain ditches

of DISTRICT or to make more expensive or to interfere in any manner whatsoever with access to, or the construction, operation and maintenance of any part of the impacted irrigation and/or drainage works by DISTRICT. Any alterations or changes to the approved plans shall be approved by DISTRICT. **Exhibits "C" and "D"** (IF ATTACHED) indicate agreed locations and/or plans of herein described installations.

OWNER shall call DISTRICT'S Engineer at 847-0341 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with DISTRICT'S Water Operations Department. Further, routine inspections by DISTRICT of construction activities such as trenching, backfilling, compaction, concreting, etc., are required. OWNER and/or its contractors shall comply with all applicable laws, regulations and guidelines including OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare.

6. Ordinary Maintenance, Repair or Replacement. OWNER shall maintain and repair said installations at its sole cost and expense. Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, DISTRICT may request, upon 30 days notice, the removal or relocation of portions of OWNER'S installations and OWNER shall perform the required work at no cost to DISTRICT.

THIS AGREEMENT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

OAKDALE IRRIGATION DISTRICT
"DISTRICT"


Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"
PACIFIC GAS AND ELECTRIC


Notarized Signature

6/30/17
Date

Eric Albanese Supervisor L&ES
Print Name and Title South Valley

Mailing Address: Land and Environmental Management
4040 West Lane
Stockton, California 95204

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of FRESNO

On JUNE 30, 2017 before me ENJOLI C. BLACK,
personally appeared ERIC ROBERT ALBANESE
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

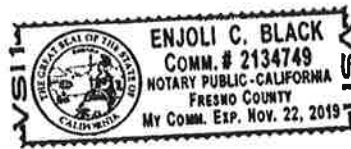
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-NIL**

**NOTIFICATON AGREEMENT OF
CROSSING THE PAULSELL LATERAL EXTENSION**

APNs: 011-005-040/074

WHEREAS, Oakdale Irrigation District holds an easement for the Paulsell Lateral Extension, located in the Southwest 1/4 Section 32, Township 2 South, Range 12 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, Pacific Gas and Electric Company has requested a Notification Agreement for one (1) overhead electric service line crossing over the Paulsell Lateral Extension in a perpendicular manner at a minimum height of thirty (30) feet above finished grade; and

WHEREAS, the attached Notification Agreement has been signed by Pacific Gas and Electric Company.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Notification Agreement of the above-identified land have been accepted by Pacific Gas and Electric Company, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Notification Agreement in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director _____ seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this ELEVENTH day of JULY 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF STANISLAUS COUNTY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 2 (two) as shown upon that certain Parcel Map filed for record December 23, 2005 in Book 54 of Parcel Maps at Page 22, Stanislaus County Records.

APN: 011-005-040

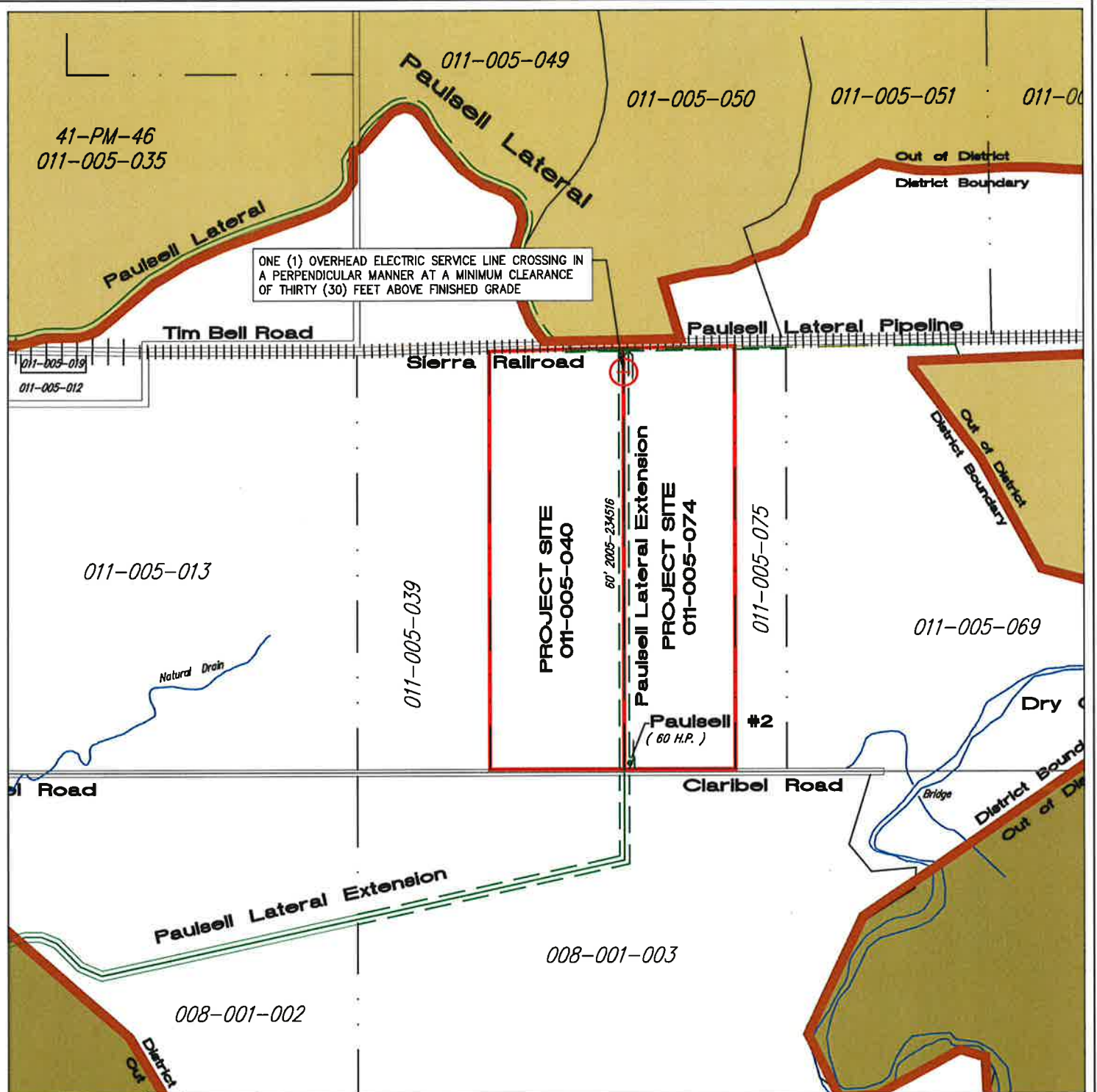
All that real property being a portion of Parcel 3 as shown on that Parcel Map filed for record in Book 54 of Parcel Maps at Page 22, Stanislaus County Records, situate in the southwest quarter of Section 32, Township 2 South, Range 12 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

Beginning at a 3/4" iron pipe tagged L.S. 5230 located at the southwest corner of said Parcel 3; thence along the south line of said Parcel 3 South 89°44'17" East 663.81 feet; thence North 00°50'34" West 2628.04 feet to the north line of said Parcel 3; thence along said west line North 89°58'21" West 663.77 feet to the west line of said Parcel 3; thence along said west line South 00°50'34" East 2625.32 feet to the Point of Beginning.

Subject to easements and rights-of-way of record.

APN: 011-005-074

END OF DESCRIPTION



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
NOTIFICATION AGREEMENT
PG&E

APNS: 011-005-040/074



DATE: JUNE 26, 2017
DRAWN BY: CMK
CHECKED BY: ECT

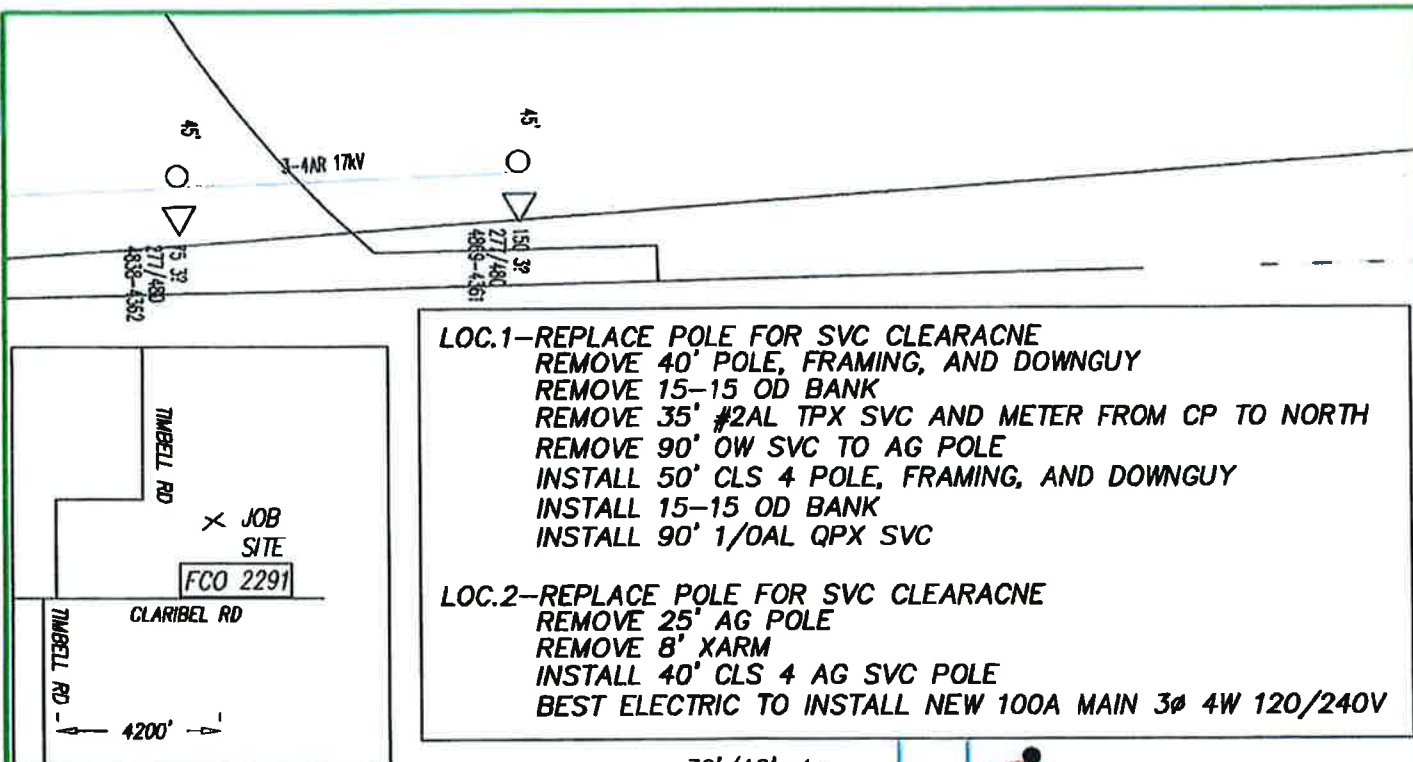
EXHIBIT "C"

NOT TO SCALE
SHEET 1 of 1

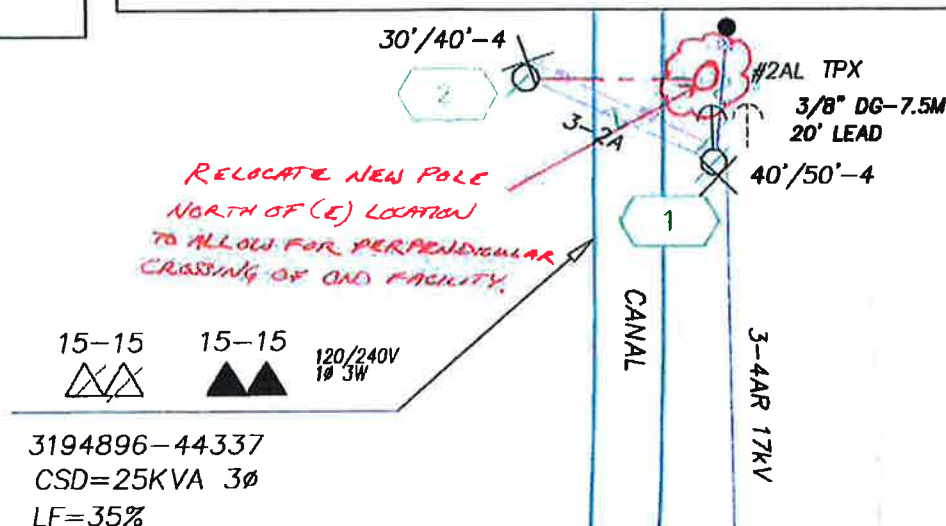


EXHIBIT D

**PG&E ELECTRIC SERVICE LINE DETAILS
THREE (3) PAGES TOTAL, INCLUDING COVER SHEET**



VICINITY MAP



LAT: 37.717399
 LONG: -120.677056

SSD FCO 2291 IS LOCATED ON
 CLARIBEL RD, 4200' E/O TIMBELL RD

ASSD LR 9860 IS LOCATED ON
 ALVARADO RD, E/O STODDARD RD

Sub/Ch	371 COTTLE 1703
Ref. Job	PM30037849-'98
FAULT	1041AMPS@FCO 2291
SSD#	FCO 2291



PRIMARY VOLTAGE: 17.2kV	VOLTAGE AREA: 2
CKT. MAP: 4D13	ELEC. MAP: AA26
SOURCE SIDE DEVICE: 2291	
SUB & CIRCUIT: COTTLE 1703	
DSGN SAG: Light-Rural	RAPTOR ZONE: Yes
LOADING AREA: Light	ARRESTER DIST: 3
CORROSION AREA: Non	INSULATION DIST: D
EXEMPT EQUIP. INST: N/A	FIRE AREA: LRA

RAISE SVC WIRE
 Claribel Rd Ns 0.5 Mi (mtr 10054515)
 Oakdale

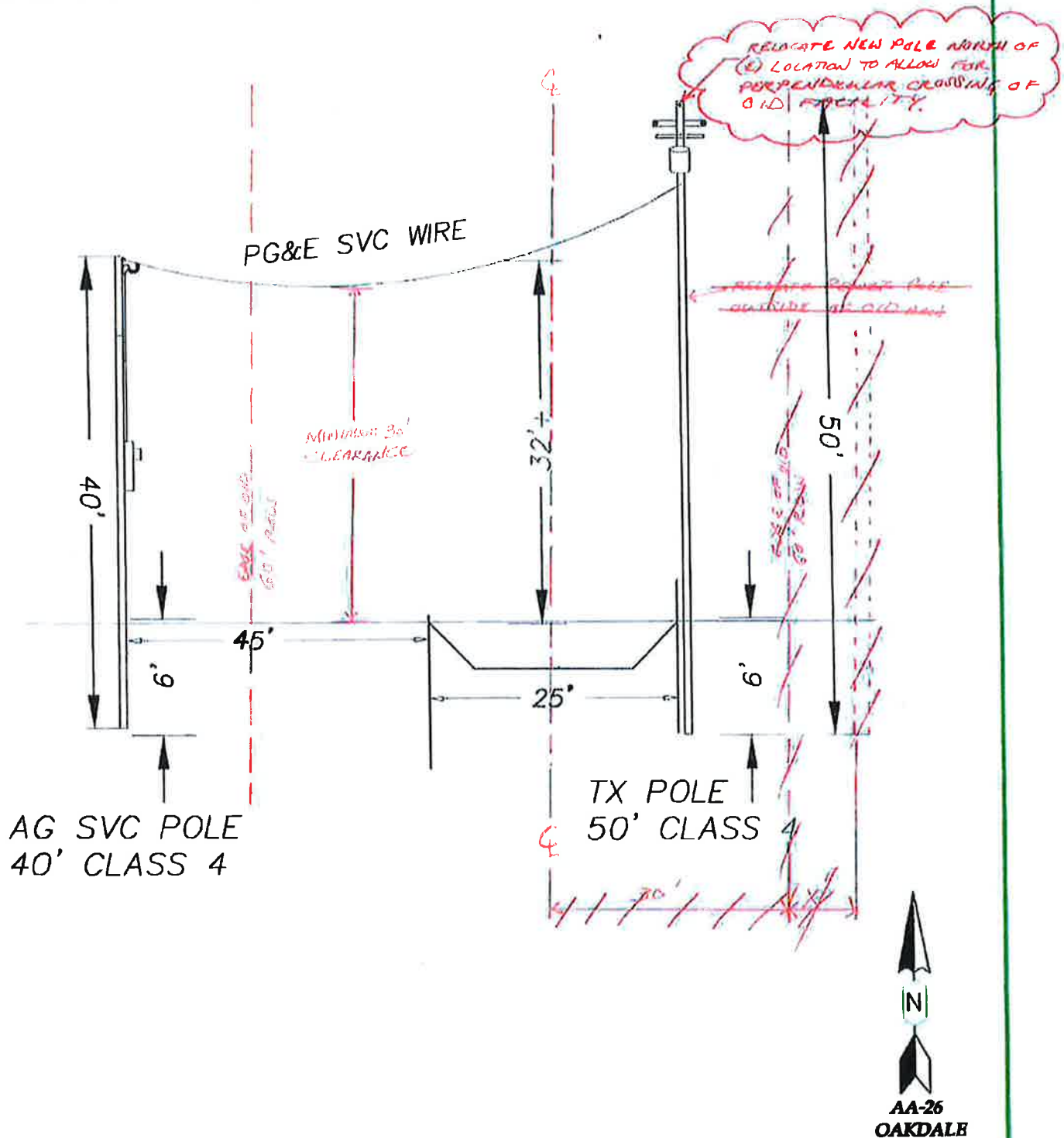


NO ENVIRONMENTAL
 ISSUES

NEAR LOC:



EST: Mark Jensen	(209) 576-6624
ADE: Ryan Yamasaki	(209) 576-6616
SUPV: Tracy Mello	(209) 726-6310
REP: Jennifer Betancourt	209-576-6608
PLNR:	
JPA# N/A	SCALE: N.T.S
NOTE: 111508588	DATE: 9/16/2016
PM: 31240975	SHEET: 1 OF 1 REV.



PRIMARY VOLTAGE: 17.2kV	VOLTAGE AREA: 2
CRT. MAP: 4D13	ELEC. MAP: AA26
SOURCE SIDE DEVICE: 2291	
SUB & CIRCUIT: COTTLE 1703	
DSGN SAG: Light-Rural	RAPTOR ZONE: Yes
LOADING AREA: Light	ARRESTER DIST: 3
CORROSION AREA: Non	INSULATION DIST: 0
EXEMPT EQUIP. INST: N/A	FIRE AREA: LRA

OID CROSSING
 Claribel Rd Ns 0.5 Mi (mtr 10054515)
 Oakdale



Know what's below.
 Call before you dig.

NO ENVIRONMENTAL
 ISSUES



EST: Mark Jensen	(209) 576-6624
ADE: Ryan Yamasaki	(209) 576-6616
SUPV: Tracy Mello	(209) 726-6310
REP: Jennifer Belancourt	209-576-6608
PLNR:	
JPAF: N/A	SCALE: N.T.S.
NOTE: 111508588	DATE: 9/16/2016
PM: 31240975	SHEET: 1 OF 1 REV.

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 14
APN: 002-023-010/011

SUBJECT: APPROVE NOTIFICATION AGREEMENT OF CROSSING OF THE CAPE HORN LATERAL (APNS: 002-023-010/011 – PACIFIC GAS AND ELECTRIC)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The centerline of the Oakdale Irrigation District (OID) Cape Horn Lateral is described as the shared property line of the parcels noted above. Pacific Gas & Electric (PG&E) has requested to cross the Cape Horn Lateral with one (1) overhead electric service line at a minimum height of thirty (30) feet above finished grade at two (2) locations. OID Staff has reviewed this project and recommends approval of this Notification Agreement.

FISCAL IMPACT: Staff time for document processing. As a courtesy extended to public utilities no deposit was collected.

ATTACHMENTS:

- Notification Agreement

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

THIS DOCUMENT IS EXEMPT FROM
PAYMENT OF RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APNS: 002-023-010/011

**NOTIFICATION AGREEMENT OF
CROSSING OF THE CAPE HORN LATERAL**

THIS NOTIFICATION AGREEMENT ("Agreement") executed this ELEVENTH day of JULY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and PACIFIC GAS AND ELECTRIC (PG&E), hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Notification Agreement on July 11, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT holds easements and for its irrigation and drainage facilities, and

WHEREAS, the property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER wishes to install facilities crossing over the Cape Horn Lateral right-of-way with an installation as follows:

1. Two (2) overhead electric service line crossings over the Cape Horn Lateral at a minimum clearance of thirty (30) feet above finished grade

WHEREAS, DISTRICT is willing to accept said installation provided the OWNER agrees to the following provisions:

1. Nature of Right Conferred. This Agreement is valid only for the purposes specified herein. DISTRICT intends hereby to assent only to the installation described above upon an easement or easements held by DISTRICT. Nothing in this Agreement constitutes a grant or other disposition of any land or interest in land occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be

owned by DISTRICT, and further acknowledges that the consent contained in this Agreement relates only to the rights of DISTRICT by virtue of an easement or easements upon Subject Property. It is understood that nothing in this Agreement shall be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than DISTRICT and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land. DISTRICT recognizes the underlying rights of the owner of Subject Property to DISTRICT'S easement area and the rights to use said area for all purposes that do not unreasonably interfere with DISTRICT'S full enjoyment of said easement area. DISTRICT also recognizes the Land Owner has requested PG&E to install overhead electric facilities across the DISTRICT'S easement area.

2. Assignments, Sublicenses and Termination. The right to use or maintain the encroachments listed above on the subject DISTRICT facility as authorized herein shall be transferrable to OWNER'S successors or assigns.
3. Operational Access. DISTRICT shall have the right of necessary ingress to and egress from said strip of land at any and all times for people with tools and/or equipment required for the repair, replacement, maintenance and/or operation of that irrigation canal or pipeline system and appurtenant facilities located within DISTRICT right-of-way. OWNER agrees that the exercise of OWNER'S rights on the Subject Property shall not interfere with DISTRICT's rights as an easement holder or the operational use of its irrigation and drainage facilities.
4. Indemnity and Release. OWNER shall (i) indemnify and hold harmless and (ii) release DISTRICT, its officers, agents and employees, against and from any and all loss, damage, claims, costs and expenses of whatsoever nature, including court costs and attorney's fees resulting from the exercise of its rights under this Agreement including but not limited to, overflow of water from DISTRICT facilities, property damage, personal injury or, wrongful death from the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted OWNER facilities or any part thereof, except for such loss or damage caused by the gross negligence or willful misconduct of DISTRICT. OWNER shall promptly repair, at its own cost and under DISTRICT supervision, any damage caused to DISTRICT'S facilities due to work under this Agreement performed by or on behalf of OWNER
5. Plans and Specifications: Construction. All work shall be done in accordance with plans and specifications and upon locations agreed in advance by DISTRICT as herein provided and shall be erected in such a manner as not to obstruct in any manner the flow of water in the canals, laterals or drain ditches of DISTRICT or to make more expensive or to interfere in any manner whatsoever with access to, or the construction, operation and maintenance of any part of the impacted irrigation and/or drainage works by DISTRICT. Any alterations or changes to the approved plans shall be approved by DISTRICT. **Exhibits "C" and "D" (IF**

ATTACHED) indicate agreed locations and/or plans of herein described installations.

OWNER shall call DISTRICT'S Engineer at 847-0341 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with DISTRICT'S Water Operations Department. Further, routine inspections by DISTRICT of construction activities such as trenching, backfilling, compaction, concreting, etc., are required. OWNER and/or its contractors shall comply with all applicable laws, regulations and guidelines including OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare.

6. Ordinary Maintenance, Repair or Replacement. OWNER shall maintain and repair said installations at its sole cost and expense. Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, DISTRICT may request, upon 30 days notice, the removal or relocation of portions of OWNER'S installations and OWNER shall perform the required work at no cost to DISTRICT.

THIS AGREEMENT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

OAKDALE IRRIGATION DISTRICT
"DISTRICT"

Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"
PACIFIC GAS AND ELECTRIC



Notarized Signature

6/30/17

Date

Kent Poythress
Supervisor, L&ES North Valley

Print Name and Title

Mailing Address: Land and Environmental Management
 4040 West Lane
 Stockton, California 95204

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On 6/30/17 before me William Blucher Jr. Notary Public
personally appeared Kent Poythress
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Signature]
Signature



(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-NIL**

**NOTIFICATON AGREEMENT OF
CROSSING THE CAPE HORN LATERAL**

APNs: 002-023-010/011

WHEREAS, Oakdale Irrigation District holds an easement for the Cape Horn Lateral, located in the South 1/2 of Section 34, Township 1 South, Range 11 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, Pacific Gas and Electric Company has requested a Notification Agreement for two (2) overhead electric service line crossings over the Cape Horn Lateral at a minimum height of thirty (30) feet above finished grade; and

WHEREAS, the attached Notification Agreement has been signed by Pacific Gas and Electric Company.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Notification Agreement of the above-identified land have been accepted by Pacific Gas and Electric Company, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Notification Agreement in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director _____ seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this ELEVENTH day of JULY 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

REAL PROPERTY IN AN UNINCORPORATED AREA OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SECTION 34, TOWNSHIP 1 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN SECTION 21 OF ALBERT PACKARD'S PRIVATE SURVEY OF HIS 3-¹/₂ LEAGUES OF RANCHERIA DEL RIO ESTANISLAO, AND IN SECTIONS 3 AND 4, TOWNSHIP 2 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS PER THE APPROVED U.S. GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A SECTION CORNER IN THE WEST LINE OF THE PACKARD SURVEY SAID SECTION CORNER BEING THE COMMON CORNER TO SECTIONS 34 AND 21 OF TOWNSHIP 1 SOUTH, RANGE 11 EAST, AND SECTIONS 2 AND 3 OF TOWNSHIP 2 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE RUNNING SOUTH 75° 02' WEST, 11.45 FEET; THENCE SOUTH 58° 58' WEST, 465.5 FEET; THENCE SOUTH 28° 52' EAST, 221.3 FEET; THENCE SOUTH 2° 24' EAST, 227.7 FEET; THENCE SOUTH 82° 40' WEST, 23.6 FEET; THENCE SOUTH 7° 17' WEST, 103.15 FEET; THENCE SOUTH 2° 21' WEST, 109.35 FEET TO A POINT ON THE APPROXIMATE CENTER OF THE OLD TULLOCH CANAL; THENCE RUNNING ON THE APPROXIMATE CENTER LINE OF SAID OLD TULLOCH CANAL SOUTH 67° 26' WEST, 372.6 FEET; THENCE SOUTH 59° 10' WEST, 538.8 FEET; THENCE SOUTH 61° 41' WEST, 758.4 FEET TO THE APPROXIMATE CENTER OF THE EAST END OF AN OLD FLUME; THENCE SOUTH 28° 19' EAST, 30.00 FEET TO A POINT ON THE SOUTHERLY EDGE OF RIGHT-OF-WAY OF THE OLD TULLOCH CANAL; THENCE FOLLOWING SAID SOUTHERLY EDGE OF RIGHT-OF-WAY SOUTH 58° 40' WEST, 399.1 FEET; THENCE NORTH 28° 19' WEST, 30.00 FEET TO THE APPROXIMATE CENTER OF THE WEST END OF ABOVE MENTIONED FLUME; THENCE FOLLOWING APPROXIMATE CENTER LINE OF OLD TULLOCH CANAL SOUTH 40° 34' WEST, 67.2 FEET; THENCE SOUTH 22° 06' WEST, 140.6 FEET; THENCE SOUTH 64° 45' WEST, 100.00 FEET; THENCE NORTH 77° 35' WEST, 58.0 FEET; THENCE NORTH 13° 02' WEST, 187.25 FEET; THENCE NORTH 47° 39' WEST, 40.05 FEET; THENCE SOUTH 24° 48' WEST, 209.4 FEET; THENCE NORTH 81° 59' WEST, 115.25 FEET; THENCE SOUTH 70° 02' WEST, 100.0 FEET; THENCE NORTH 83° 11' WEST, 339.75 FEET TO THE APPROXIMATE CENTER OF THE EAST END OF AN OLD FLUME; THENCE SOUTH 6° 49' WEST, 30.00 FEET TO A POINT ON THE SOUTHERLY EDGE OF RIGHT-OF-WAY OF SAID OLD TULLOCH CANAL; THENCE FOLLOWING SAID SOUTHERLY EDGE OF RIGHT-OF-WAY NORTH 88° 08' WEST, 309.5 FEET; THENCE NORTH 6° 49' EAST, 30.00 FEET TO THE APPROXIMATE CENTER OF THE WEST END OF AN OLD FLUME; THENCE FOLLOWING THE APPROXIMATE CENTER LINE OF THE OLD TULLOCH CANAL SOUTH 53° 35' WEST, 70.1 FEET; THENCE SOUTH 70° 12' WEST, 226.2 FEET; THENCE NORTH 71° 59' WEST, 91.35 FEET; THENCE SOUTH 57° 12' WEST, 108.05 FEET; THENCE SOUTH 39° 23' WEST, 175.25 FEET; THENCE SOUTH 73° 08' WEST, 79.0 FEET; THENCE NORTH 84° 59' WEST, 142.15 FEET TO THE APPROXIMATE

CENTER OF THE EAST END OF AN OLD FLUME; THENCE SOUTH 7° 10' EAST, 30.00 FEET TO A POINT ON THE SOUTHERLY EDGE OF RIGHT-OF-WAY OF THE OLD TULLOCH CANAL; THENCE FOLLOWING SAID SOUTHERLY EDGE OF RIGHT-OF-WAY OF THE OLD TULLOCH CANAL NORTH 79° 35' WEST, 94.4 FEET; THENCE SOUTH 84° 55' WEST, 239.2 FEET; THENCE NORTH 7° 10' WEST, 30.00 FEET TO THE APPROXIMATE CENTER OF THE OLD TULLOCH CANAL; THENCE FOLLOWING THE APPROXIMATE CENTER LINE OF THE OLD TULLOCH CANAL SOUTH 66° 37' WEST, 139.55 FEET; THENCE SOUTH 57° 20' WEST, 147.45 FEET; THENCE SOUTH 73° 53' WEST 125.65 FEET; THENCE SOUTH 53° 45' WEST, 157.9 FEET; THENCE SOUTH 66° 23' WEST, 254.8 FEET; THENCE SOUTH 58° 31' WEST, 284.55 FEET; THENCE SOUTH 88° 24' WEST, 137.25 FEET; THENCE NORTH 39° 38' WEST, 100.00 FEET; THENCE SOUTH 66° 49' WEST, 74.0 FEET; THENCE SOUTH 30° 25' WEST, 104.2 FEET; THENCE SOUTH 85° 13' WEST 350.25 FEET; THENCE NORTH 86° 21' WEST, 332.25 FEET TO THE APPROXIMATE CENTER OF THE EAST END OF AN OLD FLUME; THENCE SOUTH 31° 23' WEST, 30.00 FEET TO A POINT IN THE SOUTHERLY EDGE OF RIGHT-OF-WAY OF THE OLD TULLOCH CANAL; THENCE FOLLOWING THE SAID SOUTHERLY EDGE OF RIGHT-OF-WAY NORTH 61° 11' WEST, 243.15 FEET; THENCE LEAVING THE SOUTHERLY EDGE OF RIGHT-OF-WAY NORTH 72° 19' WEST, 173.25 FEET TO A POINT 20 FEET NORTHERLY FROM THE CENTER OF THE WESTERLY END OF COUNTY ROAD BRIDGE; THENCE NORTH 61° 43' EAST, 111.2 FEET TO A POINT IN THE NORTHERLY EDGE OF RIGHT-OF-WAY OF THE OLD TULLOCH CANAL; THENCE FOLLOWING SAID NORTHERLY EDGE OF RIGHT-OF-WAY SOUTH 61° 09' EAST, 92.0 FEET; THENCE FOLLOWING THE APPROXIMATE BOUNDARY LINE BETWEEN THE LANDS OF T. LESNINI AND RODDEN BROTHERS, NORTH 12° 42' EAST, 373.5 FEET; THENCE NORTH 16° 53' EAST, 676.8 FEET; THENCE NORTH 15° 55' WEST, 602.0 FEET; THENCE NORTH 24° 12' EAST, 242.8 FEET; THENCE SOUTH 62° 45' EAST, 221.75 FEET; THENCE SOUTH 67° 56' EAST, 257.0 FEET; THENCE NORTH 36° 48' EAST, 425.4 FEET; THENCE NORTH 2° 43' WEST, 234.6 FEET; THENCE NORTH 24° 55' EAST, 559.9 FEET; THENCE NORTH 53° 15' EAST, 384.6 FEET TO A POINT FROM WHICH THE COMMON CORNER OF SECTIONS 33 AND 34, TOWNSHIP 1 SOUTH, RANGE 11 EAST, AND SECTIONS 3 AND 4, TOWNSHIP 2 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEARS SOUTH 40° 31' EAST, 60.9 FEET; THENCE NORTH 32° 35' EAST, 534.6 FEET; THENCE NORTH 38° 59' EAST, 328.9 FEET; THENCE NORTH 43° 02' EAST, 999.9 FEET; THENCE NORTH 3° 08' WEST 121.1 FEET; THENCE NORTH 89° 03' WEST, 323.9 FEET TO THE APPROXIMATE CENTER OF THE OAKDALE IRRIGATION DISTRICT CANAL; THENCE LEAVING THE APPROXIMATE BOUNDARY LINE BETWEEN THE LANDS OF T. LESNINI RODDEN BROTHERS AND FOLLOWING THE APPROXIMATE CENTER LINE OF THE OAKDALE IRRIGATION DISTRICT CANAL NORTH 15° 46' WEST, 92.0 FEET; THENCE SOUTH 76° 40' EAST, 129.9 FEET; THENCE NORTH 66° 02' EAST, 100.0 FEET; THENCE NORTH 40° 34' EAST, 100.00 FEET; THENCE NORTH 11° 19' EAST, 100.00 FEET; THENCE NORTH 16° 02' WEST, 136.0 FEET; THENCE NORTH 45° 28' WEST, 100.00 FEET; THENCE NORTH 9° 15' WEST, 69.6 FEET; THENCE SOUTH 53° 32' EAST, 163.9 FEET; THENCE NORTH 80° 04' EAST, 75.0 FEET; THENCE NORTH 25° 06' EAST, 243.2 FEET; THENCE NORTH 14° 36' EAST, 142.35 FEET; THENCE NORTH 26° 37' EAST, 217.9 FEET; THENCE NORTH 31° 55' EAST, 154.7 FEET; THENCE NORTH 12° 17' EAST, 282.4 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE SCHELL PURCHASE; THENCE FOLLOWING THE SAID WESTERLY BOUNDARY OF THE SCHELL PURCHASE NORTH 71° 21' EAST, 56.2 FEET; THENCE NORTH 36° 20' EAST 151.0 FEET;

THENCE NORTH 24° 26' EAST, 415.25 FEET; THENCE NORTH 64° 50' EAST, 422.2 FEET; THENCE SOUTH 21° 20' WEST, 634.8 FEET; THENCE SOUTH 60° 29' WEST, 133.2 FEET; THENCE SOUTH 0° 30' EAST, 136.1 FEET; THENCE SOUTH 35° 18' WEST, 160.25 FEET; THENCE SOUTH 21° 39' WEST, 231.2 FEET; THENCE SOUTH 16° 28' WEST, 395.7 FEET; THENCE SOUTH 30° 38' EAST, 160.9 FEET; THENCE SOUTH 80° 03' WEST 112.5 FEET; THENCE SOUTH 4° 39' WEST, 360.7 FEET; THENCE SOUTH 45° 41' WEST, 122.0 FEET; THENCE SOUTH 89° 19' EAST 76.0 FEET; THENCE SOUTH 89° 19' EAST, 751.9 FEET; THENCE SOUTH 89° 41' EAST, 2831.3 FEET; THENCE NORTH 2° 22' EAST, 305.45 FEET; THENCE NORTH 65° 41' EAST, 258.2 FEET; THENCE SOUTH 26° 46' EAST, 32.2 FEET; THENCE NORTH 70° 01' EAST, 230.1 FEET; THENCE NORTH 47° 22' EAST, 78.5 FEET; THENCE NORTH 20° 50' EAST, 137.5 FEET; THENCE NORTH 73° 27' EAST, 96.2 FEET; THENCE NORTH 19° 38' EAST, 66.6 FEET; THENCE NORTH 44° 59' EAST, 127.05 FEET; THENCE NORTH 83° 36' EAST, 406.05 FEET; THENCE NORTH 52° 01' EAST, 596.1 FEET; THENCE SOUTH 82° 01' EAST, 882.55 FEET; THENCE LEAVING THE WESTERLY BOUNDARY OF THE SCHELL PURCHASE SOUTH 6° 02' WEST, 104.3 FEET TO A POINT ON THE APPROXIMATE CENTER OF THE OLD TULLOCH CANAL; THENCE FOLLOWING THE APPROXIMATE CENTER LINE OF THE OLD TULLOCH CANAL SOUTH 31° 40' EAST, 482.85 FEET; THENCE SOUTH 19° 00' EAST, 525.9 FEET; THENCE SOUTH 2° 17' EAST, 302.4 FEET; THENCE SOUTH 7° 53' WEST, 300.75 FEET; THENCE SOUTH 32° 39' WEST, 168.25 FEET; THENCE SOUTH 44° 09' WEST, 483.3 FEET; THENCE SOUTH 61° 36' WEST, 309.8 FEET; THENCE SOUTH 69° 48' WEST, 294.95 FEET; THENCE LEAVING THE APPROXIMATE CENTER LINE OF THE OLD TULLOCH CANAL NORTH 10° 20' EAST, 352.2 FEET; THENCE SOUTH 79° 31' WEST, 589.7 FEET; THENCE SOUTH 54° 34' WEST, 899.65 FEET; THENCE SOUTH 60° 47' WEST, 74.8 FEET; THENCE SOUTH 75° 02' WEST, 515.7 FEET TO THE POINT OF BEGINNING. PARCEL TWO: A NON-EXCLUSIVE EASEMENT FOR COMMERCIAL INGRESS AND EGRESS AS AN APPURTENANCE TO PARCEL ONE ABOVE AS GRANTED TO TRINITAS OLIVE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN THE DOCUMENTS ENTITLED "GRANT OF EASEMENTS" RECORDED MARCH 19, 2015 UNDER INSTRUMENT NUMBERS 2015-0019450, 2015-0019452, 2015-0019453, 2015-0019454, 2015-0019455, 2015-019456, 2015-019457, AND 2015-0019458, STANISALUS COUNTY OFFICIAL RECORDS.

PARCEL THREE:

A NON EXCLUSIVE EASEMENT FOR ACCESS AS AN APPURTENANCE TO PARCEL ONE ABOVE AS GRANTED TO TRINITAS OLIVE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN THAT CERTAIN "GRANT OF EASEMENT (COLONY ROAD ACCESS) DATED DECEMBER 9, 2016 AND RECORDED CONCURRENTLY HERewith AS INSTRUMENT NO. 2017-(TBD)-OO OF OFFICIAL RECORDS.

PARCEL FOUR:

A NON EXCLUSIVE EASEMENT FOR ACCESS AS AN APPURTENANCE TO PARCEL ONE ABOVE AS GRANTED TO TRINITAS OLIVE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN THAT CERTAIN "GRANT OF EASEMENT (TRINITAS OLIVE TO ALMOND PARTNERS ACCESS) DATED DECEMBER 9, 2016

AND RECORDED CONCURRENTLY HERewith AS INSTRUMENT NO. 2017-(TBD)-OO OF OFFICIAL RECORDS.

APN: 002-023-010-000; 010-049-001-000; and 002-023-011-000

END OF DESCRIPTION



EXHIBIT D

**PG&E ELECTRIC SERVICE LINE PLAN
TWO (2) PAGES TOTAL, INCLUDING COVER SHEET**

PG&E
Electric Service
Line Plan Omitted

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 15
APN: 002-063-004

**SUBJECT: APPROVE NOTIFICATION AGREEMENT OF CROSSING OF THE WILLS LATERAL
(APN: 002-063-004 – PACIFIC GAS AND ELECTRIC)**

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District (OID) Wills Lateral crosses the above-noted parcel. This Notification Agreement is being requested by Pacific Gas and Electric (PG&E) to cross the Wills Lateral with one (1) new overhead electric service line at a minimum height of thirty (30) feet above finished grade. OID Staff has reviewed this project and recommends approval of this Notification Agreement.

FISCAL IMPACT: Staff time for document processing. As a courtesy extended to public utilities no deposit was collected.

ATTACHMENTS:

- Notification Agreement
-

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

THIS DOCUMENT IS EXEMPT FROM
PAYMENT OF RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 002-063-004

**NOTIFICATION AGREEMENT OF CROSSING
OF THE WILLS LATERAL**

THIS NOTIFICATION AGREEMENT ("Agreement") executed this ELEVENTH day of JULY, 2017, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and PACIFIC GAS AND ELECTRIC (PG&E), hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Notification Agreement on July 11, 2017, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT holds easements and for its irrigation and drainage facilities, and

WHEREAS, the property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER wishes to install facilities crossing over the Wills Lateral right-of-way with an installation as follows:

1. One (1) overhead electric service line crossing over the Wills Lateral in a perpendicular manner at a minimum clearance of thirty (30) feet above finished grade

WHEREAS, DISTRICT is willing to accept said installation provided the OWNER agrees to the following provisions:

1. Nature of Right Conferred. This Agreement is valid only for the purposes specified herein. DISTRICT intends hereby to assent only to the installation described above upon an easement or easements held by DISTRICT. Nothing in this Agreement constitutes a grant or other disposition of any land or interest in land occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this Agreement relates only to the rights of DISTRICT by virtue of an easement or easements upon Subject Property. It is understood that nothing in this Agreement shall be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than DISTRICT and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land. DISTRICT recognizes the underlying rights of the owner of Subject Property to DISTRICT'S easement area and the rights to use said area for all purposes that do not unreasonably interfere with DISTRICT'S full enjoyment of said easement area. DISTRICT also recognizes the Land Owner has requested PG&E to install overhead electric facilities across the DISTRICT'S easement area.
2. Assignments, Sublicenses and Termination. The right to use or maintain the encroachments listed above on the subject DISTRICT facility as authorized herein shall be transferrable to OWNER'S successors or assigns.
3. Operational Access. DISTRICT shall have the right of necessary ingress to and egress from said strip of land at any and all times for people with tools and/or equipment required for the repair, replacement, maintenance and/or operation of that irrigation canal or pipeline system and appurtenant facilities located within DISTRICT right-of-way. OWNER agrees that the exercise of OWNER'S rights on the Subject Property shall not interfere with DISTRICT's rights as an easement holder or the operational use of its irrigation and drainage facilities.
4. Indemnity and Release. OWNER shall (i) indemnify and hold harmless and (ii) release DISTRICT, its officers, agents and employees, against and from any and all loss, damage, claims, costs and expenses of whatsoever nature, including court costs and attorney's fees resulting from the exercise of its rights under this Agreement including but not limited to, overflow of water from DISTRICT facilities, property damage, personal injury or, wrongful death from the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted OWNER facilities or any part thereof, except for such loss or damage caused by the gross negligence or willful misconduct of DISTRICT. OWNER shall promptly repair, at its own cost and under DISTRICT supervision, any damage caused to DISTRICT'S facilities due to work under this Agreement performed by or on behalf of OWNER
5. Plans and Specifications: Construction. All work shall be done in accordance with plans and specifications and upon locations agreed in advance by DISTRICT as herein provided and shall be erected in such a manner as not to

obstruct in any manner the flow of water in the canals, laterals or drain ditches of DISTRICT or to make more expensive or to interfere in any manner whatsoever with access to, or the construction, operation and maintenance of any part of the impacted irrigation and/or drainage works by DISTRICT. Any alterations or changes to the approved plans shall be approved by DISTRICT. **Exhibits "C" and "D"** (IF ATTACHED) indicate agreed locations and/or plans of herein described installations.

OWNER shall call DISTRICT'S Engineer at 847-0341 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with DISTRICT'S Water Operations Department. Further, routine inspections by DISTRICT of construction activities such as trenching, backfilling, compaction, concreting, etc., are required. OWNER and/or its contractors shall comply with all applicable laws, regulations and guidelines including OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare.

6. Ordinary Maintenance, Repair or Replacement. OWNER shall maintain and repair said installations at its sole cost and expense. Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, DISTRICT may request, upon 30 days notice, the removal or relocation of portions of OWNER'S installations and OWNER shall perform the required work at no cost to DISTRICT.

THIS AGREEMENT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

OAKDALE IRRIGATION DISTRICT
"DISTRICT"

Steve Webb, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"
PACIFIC GAS AND ELECTRIC


Notarized Signature

6/28/17
Date

Kent Poythress
Supervisor, LSES North Valley

Print Name and Title

Mailing Address: Land and Environmental Management
4040 West Lane
Stockton, California 95204

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On June 28 2017, before me, Jacob Christian Andresen, Notary Public,
Here insert name and title of the officer

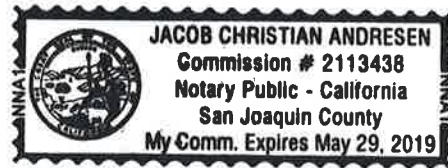
personally appeared Kent Poythress

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ (is) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☒ Other Supervisor - LSES North Valley - PGE

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me _____,

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me _____,

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-NIL**

**NOTIFICATON AGREEMENT OF
CROSSING THE WILLS LATERAL**

APN: 002-063-004

WHEREAS, Oakdale Irrigation District holds an easement for the Wills Lateral, located in Section 25, Township 1 South, Range 11 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, Pacific Gas and Electric Company has requested a Notification Agreement for one (1) overhead electric service line crossing over the Wills Lateral in a perpendicular manner at a minimum height of thirty (30) feet above finished grade; and

WHEREAS, the attached Notification Agreement has been signed by Pacific Gas and Electric Company.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Notification Agreement of the above-identified land have been accepted by Pacific Gas and Electric Company, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Notification Agreement in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director _____ seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this ELEVENTH day of JULY 2017.

OAKDALE IRRIGATION DISTRICT

Steve Webb, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

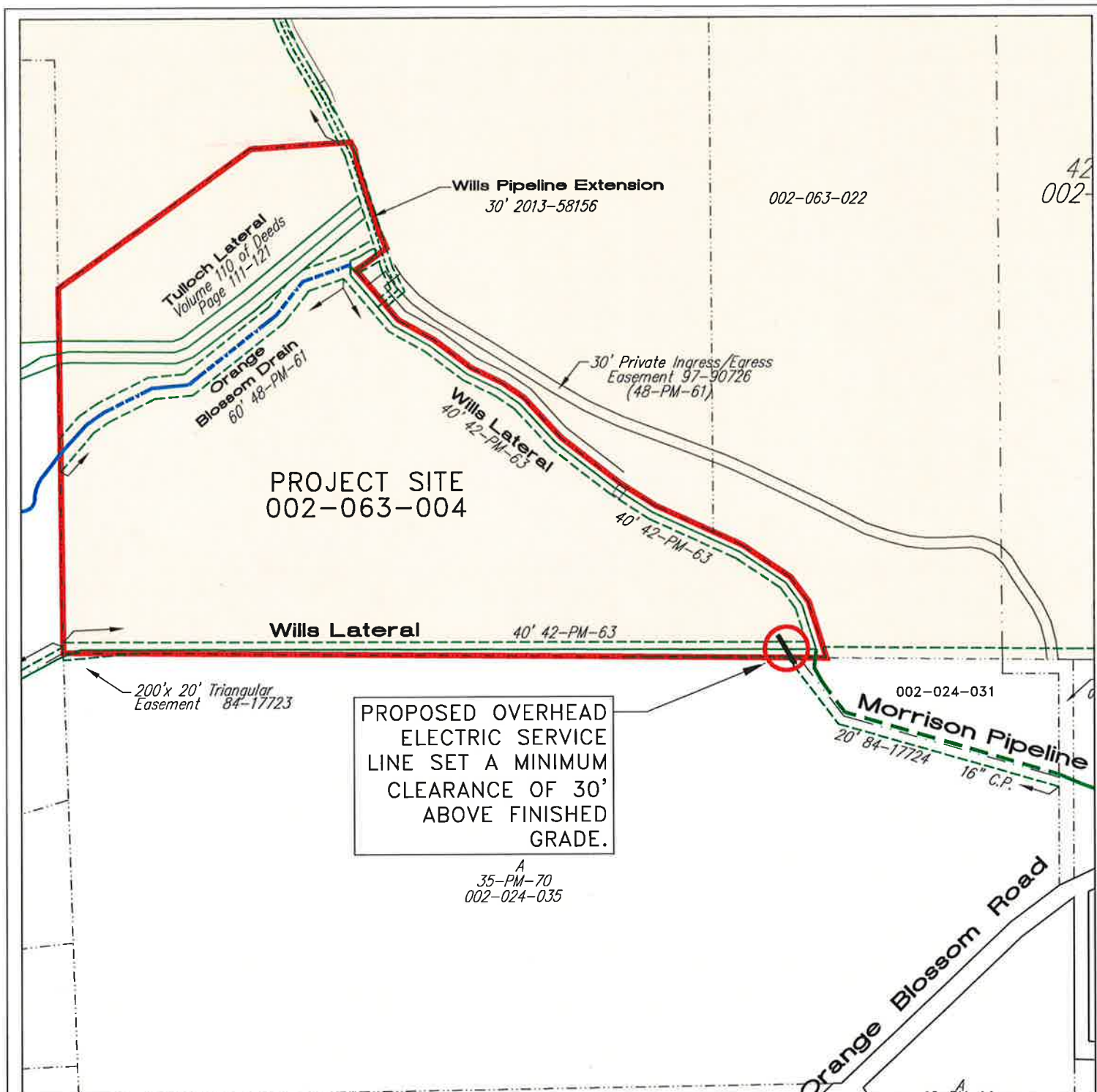
EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

Parcel 3 as shown on that certain Parcel Map filed for record in the County of Stanislaus, State of California, December 22, 1989 in Book 48, Page 61, of Parcel Maps.

APN: 002-063-004

END OF DESCRIPTION



OID
OAKDALE IRRIGATION DISTRICT



OAKDALE IRRIGATION DISTRICT

1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
PROPOSED NOTIFICATION AGREEMENT
APN: 002-063-004
WILLS LATERAL



DATE: July 11, 2017
DRAWN BY: ECS
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE
SHEET 1 of 1

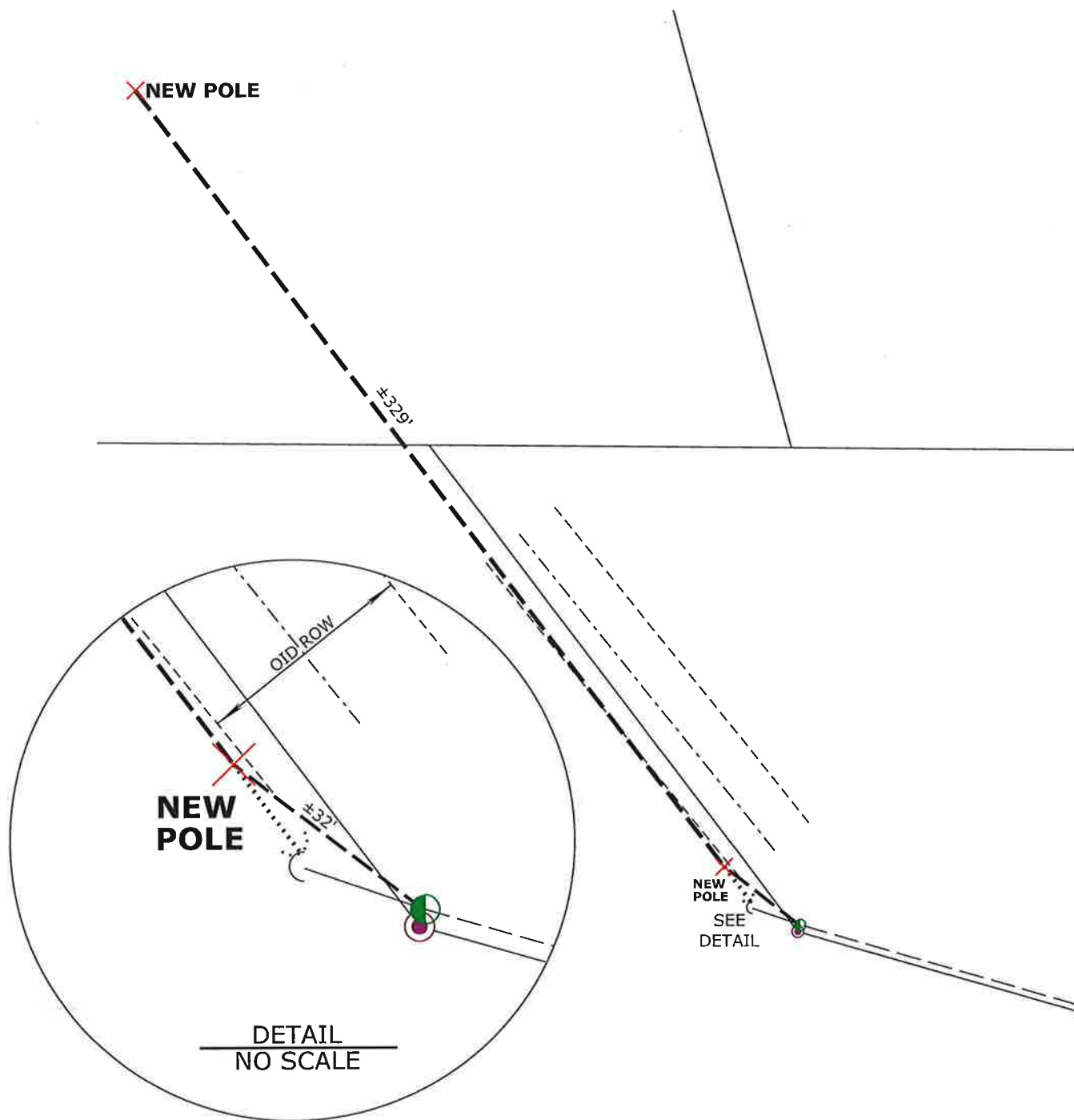


EXHIBIT D

ELECTRIC SERVICE LINE DETAILS

Three (3) pages total, including cover sheet

RANCHO RANCHERIA DEL RIO ESTANISLAO



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG
BOUNDARIES OR LINES

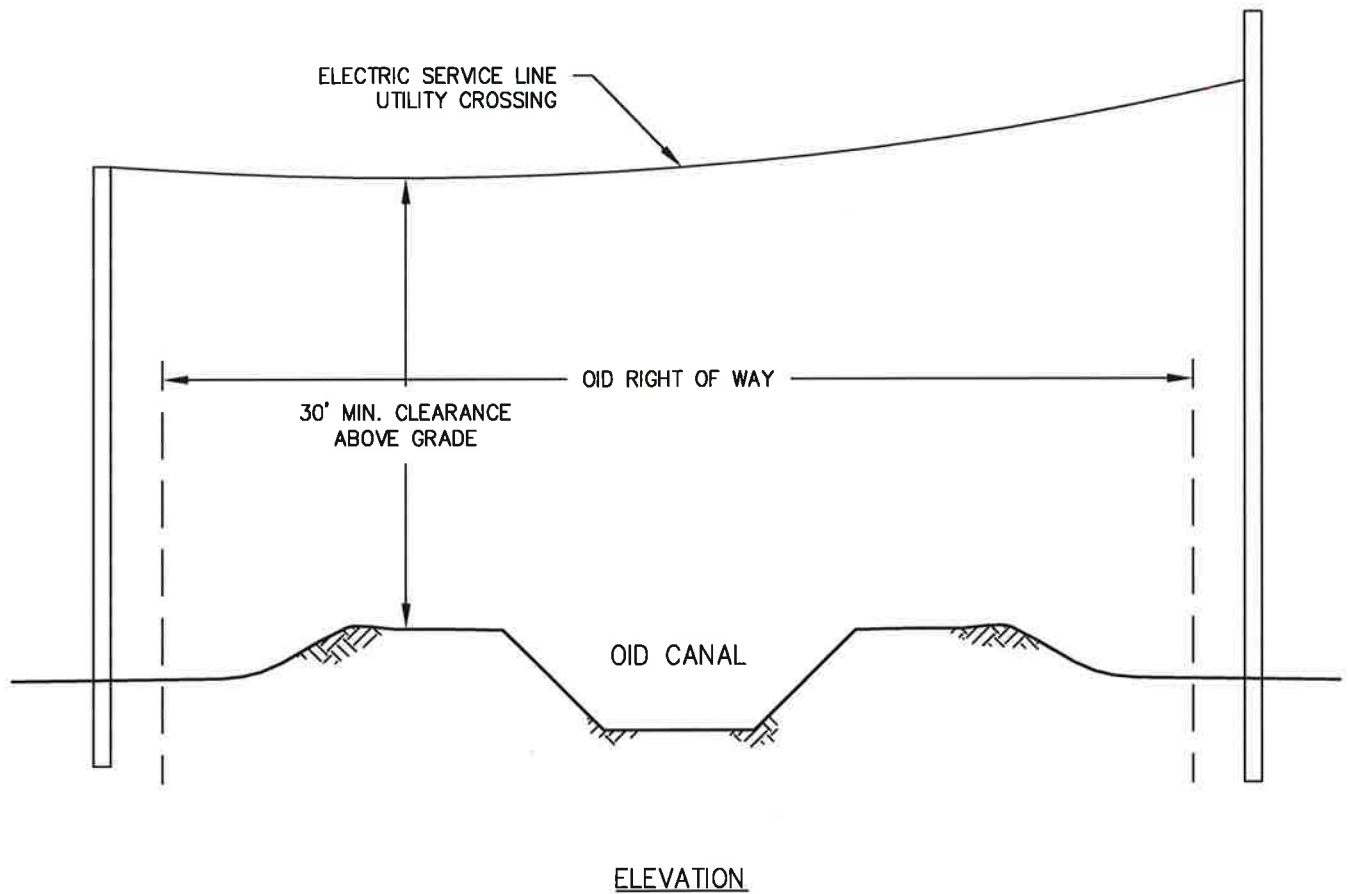
Applicant:


ALLDRIN ORCHARDS, INC
POLE LINE EXTENSION

SCALE
1" = 50'

DATE
6/22/17

SECTION (SE¼ of NW¼ & SW¼ of NE¼ of SEC 25)	TOWNSHIP (T 1 S)	RANGE (R 11 E)	MERIDIAN (MDB&M)	COUNTY OF: STANISLAUS	CITY OF:
PLAT MAP: ELECTRIC X25				F.B.: VXX1	DR.BY: VXX1
REFERENCES: NOTIFICATION# 111466117				PG&E	YOSEMITE DIVISION
				31277024 AUTHORIZ	CH.BY: ETS8 (L-1-11-25S) DRAWING NO.



	OAKDALE IRRIGATION DISTRICT		ELECTRIC SERVICE LINE UTILITY CROSSING	
	APPROVED:		SCALE:	MODIFIED STANDARD DETAIL
	ERIC C. THORBURN, P.E.		NOT TO SCALE	STD-2-02
	DATE		DATE:	SHEET 1 OF 1
			8/12/2015	



AGENDA ITEMS ACTION CALENDAR

SPECIAL BOARD MEETING OF JULY 11, 2017

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 16
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON THE OAKDALE IRRIGATION DISTRICT'S 2016 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED DECEMBER 31, 2016

RECOMMENDED ACTION: Approve Oakdale Irrigation District's 2016 Comprehensive Annual Financial Report for the Year Ended December 31, 2016

BACKGROUND AND/OR HISTORY:

Oakdale Irrigation District's draft 2016 Comprehensive Annual Financial Report (CAFR) is being submitted for approval. The District's Auditor, Chris Brown with Fedak & Brown, LLP, and OID's Chief Financial Officer, Kathy Cook will be present at the board meeting to answer questions.

The District's CAFR has been prepared using the financial reporting guidelines set forth by the Governmental Accounting Standards Board generally accepted accounting principles (GAAP). The CAFR has been audited in accordance with generally accepted auditing standards by an independent certified public accountant hired by the Board of Directors.

The draft Oakdale Irrigation District's Comprehensive Annual Financial Report for the year ended December 31, 2016 is available to the public upon request.

As stated, this report is in draft form and any material changes needed prior to Board approval will be reported at the board meeting.

FISCAL IMPACT: N/A

ATTACHMENTS:

- Report is bound separately; once approved the report will be available on the web site.
-

Board Motion:

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

VOTE:

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 17
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ISSUE A WORK RELEASE TO CH2M HILL TO DEVELOP A SCOPE OF WORK FOR UPDATING THE WATER RESOURCES PLAN TO ADDRESS LEGISLATIVE / LEGAL CHALLENGES AND RESOURCE PROTECTION

RECOMMENDED ACTION: Staff Recommends Issuing a Not to Exceed Work Release for \$75,000 to CH2M Hill to Develop a Scope of Work to Prepare a Revised Water Resources Plan to Address Current Resource Challenges, for the Protection of Water Rights and Evaluate the Highest and Best Utilization of those Rights.

BACKGROUND AND/OR HISTORY:

In 2001 OID's water use to meet constituent's water demands averaged (Base Year) 297,000 acre feet; 261,000 acre feet from river diversions of both pre- and post-1914 sources and the balance from groundwater and reuse of reclaimed drainwater and tailwater. (Ag Water Mgt. Plan-2005)

In 2015 OID's water use to meet constituent's water demands had shrunk to 253,000 acre feet; 230,000 acre feet from river diversions of both pre- and post-1914 sources and the balance from groundwater and reuse of reclaimed drainwater and tailwater. (Ag Water Mgt. Plan-2016)

The water savings attained by OID are the direct result of the development and implementation of the District's Water Resources Plan. As documented in 2004, OID had historically suffered from poor management and a weak organizational structure. The organization lacked focus in its mission and on the core purposes of its formation, chief of which was the operation, maintenance and protection of a water conveyance system to serve the agricultural water needs of the area. That lack of commitment to the system had allowed for its deterioration and moved OID into the unenviable position of being one of the highest water use districts in the Central Valley for its size and crops grown.

At the same time, revenues began accruing due to the retirement of the Tri Dam Projects Bond debt and the prospects of re-licensing its hydro asset had promises of adding to that revenue. Water transfers became an integral part of the OID revenue stream in 1998 with water transfers to SEWD and Reclamation (VAMP).

Started in 2004 and adopted in 2007 the district's Water Resources Plan has accomplished the following:

- \$53.5 million in capital construction (2006-2016) in the replacement and modernization of its water delivery infrastructure
- \$51.5 million of those revenues came from water sales revenues, not from OID rate payers
- A realized conserved water benefit of 44,000 acre feet that enhanced OID's drought water reliability that saved OID farmers from economic hardship during the 2012-2016 drought.

- The expansion of OID's service area from 55,385 acres in 2006 to 64,780 acres in 2015. This is a commitment of 30,000 acre feet to OID's local agriculture and the community.
- Water service improvements to growers which allow them to manage their water better and be better stewards of their water supply on their lands.
- All this while keeping OID water rates amongst the lowest in the State.

While the Water Resources Plan was necessary to get OID from where it was in 2006 to where it is today, OID needs to refocus that Plan to get it from where it is today through the next 10 years.

OID and SSJID, along with all tributary irrigation districts to the San Joaquin River will be facing new and difficult challenges in the coming years. Those challenges entail legislative, legal and environmental changes that bring risk to our water rights. These challenges appear to be additive, intermixed and yet often times play against one another in their end goals. Those challenges are outlined below;

Water Quality Control Plan

The State Water Resources Control Board (SWB) initiated a Water Quality Control Plan (WQCP) for the Sacramento, San Joaquin Bay Delta in 2009. In October 2016, the SWB released a revised Draft WQCP and Substitute Environmental Document (SED). Oakdale Irrigation District (OID), South San Joaquin Irrigation District (SSJID), The San Joaquin Tributaries Authority (SJTA), of which OID and SSJID are members, Stockton East Water District (SEWD) and the United States Bureau of Reclamation (USBR) all filed comments. All comments can be accessed at http://www.waterboards.ca.gov/public_notices/comments/2016_baydelta_plan_amendment/.

For all the agencies that commented, they did so with a common theme; the Draft WQCP/SED has the potential for major impacts on the delivery of surface water from the Stanislaus River to all the parties mentioned.

Depending on how the SWB implements the WQCP, it could severely impact carryover storage at New Melones, or cause further reductions to surface water deliveries to OID, SSJID, CSJWCD, and SEWD on the Stanislaus River. With 40% of the unimpaired flow (UIF) not going to deliveries or storage in the basin but solely out to the ocean, impacts will be regionally significant.

The comments provided to the SWB go into great detail on the impact to water rights, deliveries and users. Specific to OID and its impacts those highlights are provided below;

- OID's annual available water supply of 300,000 acre feet would be reduced somewhere between 60-70,000 acre feet per year.
- 10% of the time OID would have just over 100,000 acre feet to distribute to its 65,000 acres of service lands.
- 25% of the time OID would have around 175,000 acre feet for the same 65,000 acres.
- Groundwater pumping would increase to offset that water loss.
- Power revenues from Tri Dam would drop \$3.3 million per year or \$1.65 million to OID.
- The financial impact from the loss of out-of-district water sales would add \$100 per acre to the existing base rate, bringing that fixed cost rate to \$128 per year.
- Adding both the losses of Tri Dam and water sales revenues to water rates, the cost of water in OID would escalate to \$165 per acre per year for 3 acre foot of usage. That rate would make a good number of crops in OID unprofitable to farm.
- The loss of water would represent a \$50 million taking of OID investments by the State, without compensation.

- New Melones storage would operate at less than 20% of capacity 30% of the time. It would be empty 12 out of 95 years of operating history.

There are 5 Phases to the WQCP. Phase 1 impacting the San Joaquin River will be adopted later this year. The SWB will likely be sued on its adoption. Avoiding a lot of detail, there will be legal uncertainty for the WQCP for a minimum of 5-7 years and maybe longer.

Take-Away from WQCP Challenge:

1. OID has a 7 year planning window from which to work.
2. OID will defend its water rights in the hopes of overturning the SWB's WQCP
3. OID should prepare for the eventuality and potential that it may lose some water in the future.

OID Needs:

1. Does OID have the means to meet a loss of water without significant impact?
2. How much more conservation water above the 40,000 acre feet can OID generate to buffer a loss of water?
3. The next phase of conservation will cost more than past efforts.
4. How much more will that cost be?
5. Where will those revenues come from?
6. What's the Plan to meet those needs?

Operational Criteria and Plan-Biological Objectives (OCAP BO)

In 2007, Reclamation and the National Marine Fisheries Service (NMFS) commenced consultation under the Endangered Species Act (ESA) for the Coordinated Operation Agreement (COA) by and between the California Department of Water Resources (DWR) and Reclamation. New Melones was included in the consultation as part of the CVP integrated system. In 2009, NMFS issued its Biological Opinion (BO) for the COA. NMFS issued a "no jeopardy" opinion if Reclamation and DWR adopted Reasonable and Prudent Alternative (RPA). Reclamation accepted the RPA's for New Melones. The major RPA for New Melones was Appendix 2e which prescribes instream flow requirements for the Stanislaus River based on the New Melones Index.

The Districts' sued Reclamation and NMFS because the BO showed that Appendix 2e flows would deplete all the stored water in New Melones. The Districts' argued that when storage was drawn so low at New Melones due to Appendix 2e that NMFS would look to take the Districts' water. The District Court stated they couldn't take the water to meet Appendix 2e flows, but NMFS believed they had separate authority under ESA to allege "take" as to the Districts' actions. This unfortunately came to pass in June 2015 when the Districts informed Reclamation, NMFS and the SWB that they would not be releasing water out of Tulloch for instream flow until it could be determined whose water was going down the river. The Districts made such a request because all the stored water in New Melones at the time, plus the projected run-off, was the Districts' water pursuant to the 1988 Agreement with Reclamation.

Reclamation and DWR have sought re-consultation on the COA. Reclamation has commenced a 5-year process to obtain a new BO. Reclamation needs to develop a Plan of Operation for New Melones and the Districts will be participating in the development of that Plan. If the Plan of Operation is the same as Appendix 2e, or close, then New Melones will continue to struggle with depleted storage levels. Depleted storage in New Melones impacts the Districts in two ways:

1. A direct action for "take" executed against the Districts by NMFS.
2. The SWB looking to reduce the Districts' diversions through an unreasonable waste and use actions.

Take-Away from OCAP BO Challenge:

1. OID is between a rock and a hard spot in dealing with NMFS and the SWB in the use of their regulatory powers on ESA.

OID Needs:

1. More science on the river regarding fish, habitat and predation control will help.
2. Those efforts take money. How much and where's it coming from?
3. What's the Plan to assist in that effort?

Sustainable Groundwater Management Act (SGMA)

In September of 2014, Governor Edmund G. Brown signed the Sustainable Groundwater Management Act of 2014 ("SGMA") into law, which changed the landscape of groundwater management in California. SGMA is a comprehensive three bill package that sets the framework for statewide sustainable groundwater management by local agencies. SGMA requires, among other items, the formation of GSAs and the preparation of Groundwater Sustainability Plans ("GSP") with a focus on long-term sustainability. Formation of a GSA must occur no later than June 30, 2017. Development of a GSP must be adopted no later than January 31, 2022 for high and medium priority basins and in January 31, 2020 for critically over drafted basins.

OID has lands in two sub-basins: 60% of its lands, all south of the Stanislaus River, are in the Modesto Sub-Basin GSA. 40% of its lands, all north of the Stanislaus River, are in the Eastern San Joaquin Sub-Basin.

****Modesto Sub-Basin GSA**

The Modesto Sub-basin, is designated as a high-priority basin. SGMA requires each sub-basin to form a GSA by the end of June 2017. The Stanislaus and Tuolumne Rivers Groundwater Basin Association ("STRGBA") member agencies of the cities of Oakdale, Riverbank, Modesto, and Waterford, Stanislaus County, Oakdale Irrigation District and Modesto Irrigation District make up the Modesto Sub-Basin GSA. As a note, that's one GSA with 7 member agencies.

As a high-priority basin, the Modesto Sub-Basin GSA needs to develop a Groundwater Sustainability Plan (GSP) by January 31, 2022. The GSP will identify how the basin will reach groundwater sustainability within the next 20 years.

****Eastern San Joaquin Sub-Basin GSA**

The Eastern San Joaquin Sub-Basin is designated as a high-priority critically over drafted basin. There are 16 standalone GSA's in this sub-basin, of which OID is one representing its interests north of the Stanislaus River. The collective of these individual GSA's will manage the development and implementation of its' collective GSP to satisfy SGMA.

As a high-priority critically over drafted basin, the Eastern San Joaquin Sub-Basin GSA is required to have its GSP ready by January 31, 2020. This is 2-years ahead of the Modesto Sub-Basin.

Take-Away from SGMA Challenge:

1. The management of the GSA will have fixed costs that OID will incur or pay for GSA management.
2. The GSP's will have capital costs that OID will incur as with all members of the GSA.
3. OID will need to use its surplus water supply in some capacity to benefit the aquifer and to reach sustainability as required by law.

OID Needs:

1. OID needs the GSP sooner rather than later to answer the following questions:

- a. How much water and where committed is needed to solve OID's GW sustainability issue?
- b. How much water and where committed is needed to solve the Stanislaus Sub Basin sustainability issue?
- c. How much water and where committed is needed to solve the East San Joaquin Sub Basin sustainability issue?
- d. What projects in the OID service area, both north and south of the river, can be identified to reduce aquifer decline?
- e. What are the costs and extent of those projects?
- f. Where's the money going to come from to meet OID's cost-share of those projects?
2. What is the Plan that will balance the SWB WQCP taking of OID surface water and the legal and legislative mandates of SGMA?
3. What if the loss of water from the WQCP impacts either Sub Basin's ability to meet obligations under SGMA?
4. What's the Plan for addressing these issues?

Water Code-Agricultural Water Suppliers [10608.48] (Also known as SBx7-7)

The Water Conservation Act of 2009 was passed by the California Legislature with a number of compliance requirements for water suppliers. Among those were:

1. That agricultural water suppliers shall measure the volume of water delivered to each customer at a sufficient accuracy of measurement.
2. Adopt a pricing structure for water customers based at least in part on quantity delivered.

As of 2015 OID is compliant with (2) and is continuing to progress, on an improved DWR timeline that is outlined in OID's Ag Water Management Plan, in its compliance.

Agricultural water suppliers were also required to implement additional efficient management practices, including, but not limited to, practices to accomplish all of the following:

1. Facilitate alternative land use for lands with exceptionally high water duties or whose irrigation contributes to significant problems, including drainage.
2. Facilitate use of available recycled water that otherwise would not be used beneficially, meets all health and safety criteria, and does not harm crops or soils.
3. Facilitate the financing of capital improvements for on-farm irrigation systems.
4. Implement an incentive pricing structure that promotes one or more of the following goals:
 - a. More efficient water use at the farm level.
 - b. Conjunctive use of groundwater.
 - c. Appropriate increase of groundwater recharge.
 - d. Reduction in problem drainage.
 - e. Improved management of environmental resources.
 - f. Effective management of all water sources throughout the year by adjusting seasonal pricing structures based on current conditions.
5. Expand line or pipe distribution systems, and construct regulatory reservoirs to increase distribution system flexibility and capacity, decrease maintenance, and reduce seepage.
6. Increase flexibility in water ordering by, and delivery to, water customers within operational limits.
7. Construct and operate supplier spill and tailwater recovery systems.
8. Increase planned conjunctive use of surface water and groundwater within the supplier service area.
9. Automate canal control structures.
10. Facilitate or promote customer pump testing and evaluation.
11. Designate a water conservation coordinator who will develop and implement the water management plan and prepare progress reports.

12. Provide for the availability of water management services to water users. These services may include, but are not limited to, all of the following:
 - a. On-farm irrigation and drainage system evaluations.
 - b. Normal year and real-time irrigation scheduling and crop evapotranspiration information.
 - c. Surface water, groundwater, and drainage water quantity and quality data.
 - d. Agricultural water management educational programs and materials for farmers, staff, and the public.
13. Evaluate the policies of agencies that provide the supplier with water to identify the potential for institutional changes to allow more flexible water deliveries and storage.
14. Evaluate and improve the efficiencies of the supplier's pumps.

To show progress is being made in these areas, Agricultural water suppliers shall include in the agricultural water management plans required pursuant to Part 2.8 (commencing with Section 10800) a report on which efficient water management practices have been implemented and are planned to be implemented, an estimate of the water use efficiency improvements that have occurred since the last report, and an estimate of the water use efficiency improvements estimated to occur five and 10 years in the future. If an agricultural water supplier determines that an efficient water management practice is not locally cost effective or technically feasible, the supplier shall submit information documenting that determination.

Take Away from SBx7-7 Challenge:

1. This legislation added close to \$1 million a year to the OID budget just in tracking, measuring and reporting water to the farm gate.
2. The structural components itemized in (1) – (14) will cost another \$2-\$4 million in compliance annually.

Needs of OID:

1. OID will need to develop a capital construction time table with compliance target dates in order to begin addressing these improvement elements that the State wants to see for Agricultural water suppliers in the State.
2. How much is the price tag on this and where's the money going to come from?

Uncertainty

It is uncertain from the regulatory processes how the regulatory processes will end. Will the SWB adopt and implement 40% Unimpaired flow? What will Reclamation use as a plan of operation for the OCAP-BO consultation? When and to what standards will "sustainable groundwater" within the basin be determined?

Timing

The uncertainty in the regulatory process is amplified by the timing of those processes. When will the SWB be able to implement the WQCP, when will NMFS finish the OCAP-BO, when will the GSAs determine sustainability. Some water may serve needs in the short term that will have to go to another use at a later time.

Local Commitments

Both the uncertainty and the timing of these processes make it difficult or nearly impossible to firm up a water supply commitment to buyers. Locally, we hear sphere of influence lands wish to purchase water from OID when available. These water users also want certainty that the infrastructure needs to take and distribute that water is not left stranded without a payback. They need certainty in length and duration of water availability in order to make that financial commitment. Once that is known, a Policy supporting sphere of influence lands with some relative certainty could then be developed by OID.

City of Oakdale future water supply needs should also be evaluated in the Plan update. Their certainty about future water supply and how that may mix with future SGMA management policies should be spelled out clearly in a Plan update. As their future water source, OID and the City need this obligation clearly spelled out. The Plan update should correct that.

Summary

OID needs an updated Water Resources Plan to address and chart out its future over the next 5-10 years. The challenges as outlined are too complex and intertwined to think OID can piecemeal a functional path forward by itself. Not doing so could easily jeopardize OID's water, water rights and water users.

Partnership Opportunities

South San Joaquin Irrigation District and Stockton East Water District have expressed an interest in collaborating on aspects of this planning effort. Both see opportunities on how such an effort can benefit their planning needs as well.

OID and SSJID often forget there is only one (1) senior agricultural water right on the Stanislaus River and that it serves both Districts. With what's on the table, our collective future, they would like input into the Plan's development.

Recommendation

Staff recommends issuing a not to exceed Work Release for \$75,000 to CH2M Hill to develop a scope of work to prepare a revised Water Resources Plan to address current resource challenges, for the protection of water rights and evaluate the highest and best utilization those rights.

FISCAL IMPACT: None

ATTACHMENTS: None

Board Motion:

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

VOTE

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 18
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE RECOMMENDATION OF THE AD HOC COMMITTEE ON A DONATION TO THE OJUSD SCHOOL FARM PROJECT

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

At the end of last year an Ad Hoc Committee was formed to consider a number of community donations.

The Ad Hoc Committee has deliberated on this matter and recommends a donation in the sum of \$200,000 be made to the Oakdale Joint Unified School Farm for the advancement of agricultural curriculums in our local schools.

This is brought to the full Board for its consideration and action.

FISCAL IMPACT: \$200,000 if approved

ATTACHMENTS: None

Board Motion:

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

VOTE

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 19
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE RECOMMENDATION OF THE AD HOC COMMITTEE ON A DONATION TO THE CITY OF OAKDALE

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

At the end of last year an Ad Hoc Committee was formed to consider a number of community donations.

The Ad Hoc Committee has deliberated on this matter and recommends a donation in the sum of \$100,000 be made to the City of Oakdale in support of the pool, providing swim lessons and water safety and furthering their water conservation programs.

This is brought to the full Board for its consideration and action.

FISCAL IMPACT: \$100,000 if approved

ATTACHMENTS: None

Board Motion:

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

VOTE

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:

BOARD AGENDA REPORT

Date: July 11, 2017
Item Number: 20
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE RECOMMENDATION OF THE AD HOC COMMITTEE ON A DONATION TO THE STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT

RECOMMENDED ACTION: Board Discretion

BACKGROUND AND/OR HISTORY:

At the end of last year an Ad Hoc Committee was formed to consider a number of community donations.

The Ad Hoc Committee has deliberated on this matter and recommends a donation in the sum of \$26,000 be made to the Stanislaus Consolidated Fire Protection District for the purchase of a A14-S superlight professional shallow water aluminum boat. The boat will aid in providing and enhancing the fire districts river and water rescue response capabilities.

This is brought to the full Board for its consideration and action.

FISCAL IMPACT: \$26,000 if approved

ATTACHMENTS:

- Estimate of Cost for boat
-

Board Motion:

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

VOTE

Webb (Yes/No) Doornenbal (Yes/No) Osmundson (Yes/No) Altieri (Yes/No) Santos (Yes/No)

Action(s) to be taken:



Profile

A 14-S SUPERLIGHT

Professional Shallow Water
Aluminum Boats



SPECS

Overall Length	: 14' / 4.27m	Number of Chambers	: 4	Shaft Length	: 20" / 50.8cm
Overall Beam	: 6'5" / 1.96m	Person Capacity	: 8	RDC Design Category	: C
Inside Length	: 10'10" / 3.30m	Weight	: 317lb / 144kg		
Inside Beam	: 3'3" / 0.99m	Recommended HP	: 40hp / 29.8kw		
Tube Diameter	: 19" / 0.48m	Maximum HP	: 50hp / 37.3kw		

STANDARD FEATURES

- ☐ Marine Grade Aluminum Hull - Shallow Water Version
- ☐ Stringer System Welded Under Aluminum Deck
- ☐ Life Line Around Tube
- ☐ Non - Skid(CSM) Coated Fabric on Tube's Surface
- ☐ Pressure Relief Valves
- ☐ Drain Scuppers
- ☐ Heavy Duty Transom Knee
- ☐ Non - Skid Rubber Floor Panels
- ☐ Plastic External Transom Plate
- ☐ Aluminum Internal Transom Plate
- ☐ Aluminum Bow Eye
- ☐ 4 Aluminum Davit Lifting Points
- ☐ Aluminum Transom Tie Down & Towing Rings
- ☐ Aluminum Bow Tie Down & Towing Rings
- ☐ Deck Drain with Plug
- ☐ Heavy Duty 1670 Decitex Orca(CSM) Five Layer Coated Fabric
- ☐ Double Solid Rub Rails
- ☐ Push Push Plastic Non-Corrosive 2 Stage Inflation Valves
- ☐ 1 Front & 4 Side Orca(CSM) Fabric Handles on Tubes
- ☐ Paddles with Aluminum Shaft
- ☐ Paddle Holders
- ☐ Hand Pump
- ☐ Maintenance Kit
- ☐ Owner's Manual
- ☐ 3 Layer Reinforced Seams
- ☐ Rubber Protector on Full Length of Keel

OPTIONAL FEATURES

- ☐ Tube Chaps
- ☐ Boat Cover
- ☐ Chock Set
- ☐ Bow Step with Fold Down Stainless Steel Cleat
- ☐ Lateral Fold Down Stainless Steel Cleat
- ☐ Removable Rowing Seat
- ☐ Fiberglass Console with Forward Seat
- ☐ Fiberglass Console
- ☐ Customized Aluminum Consoles & Seats Upon Request
- ☐ One Person Jockey Seat
- ☐ Two Person Jockey Seat
- ☐ Stainless Steel Helm Unit
- ☐ Bow Locker/ Seat
- ☐ Aluminum Console
- ☐ Aluminum Lean On
- ☐ 6 Gal. Portable Fuel Tank Installed in Bow Locker
- ☐ Bench Seat with Storage



Stanislaus Consolodated Fire

Boat quote

AB Profile professional series A145 with console and bow locker. Extra Aluminum on Transom	
60 Jet outboard motor	\$14,805.00
fuel line65	\$5,600.00
group 24 marine battery	\$65.00
remote control box	\$95.00
gage harness	\$335.00
throttle and shift cables	\$75.00
key switch and harness	\$80.00
steering wheel	\$148.00
trailer 2000 cap	included
shipping and delivery charges	\$2,410.00
	\$1,200.00

tax	<u>\$195.40</u>
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total estimate	\$25,008.40
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Bill Adams
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COMMUNICATIONS

**SPECIAL BOARD MEETING OF
JULY 11, 2017**



CONDOR EARTH
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Sonora, CA 95370
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WEEKLY CONSTRUCTION MANAGER'S REPORT

**Oakdale Irrigation District
Two-Mile Bar Tunnel Project
WEEK 8**

TO: Scott Lewis, Project Manager

COPY: Jason Jones, Eric Thorburn, Emily Sheldon
Kyle White and Kim Tarantino, Condor

FROM: Ron Skaggs, Resident Engineer

DAY/DATE: Friday, June 23, 2017

PROJECT NO.: 3818G4

DISCUSSION

1. No injuries, accidents, or near misses to report.
2. A portion of the Two-Mile Bar Road pavement is in significant disrepair and was discussed with DTDS at the weekly meeting. DTDS is looking into repair options.
3. The upstream portal wall construction continued this week with rock anchor installation and shotcrete application along the second lift. DTDS fencing subcontractor installed the permanent chain link fence at the top of the portal wall.
4. The project biologists reported that the previously monitored bird nesting activity ceased over the past weekend and fledging has likely occurred. Since there seemed to be no disruption to the birds during construction activities, covering the crevices of the tree was not performed.
5. Weekly stormwater control measure monitoring and reporting is performed by WGR Southwest. The weekly report noted that perimeter controls were properly installed and documented by photos.
6. Schedule Update
 - DTDS is currently approximately 3 weeks behind baseline schedule. DTDS believes this will not affect the completion of the overall project.
 - DTDS anticipates that portal excavation and support will be completed by approximately August 2.
 - DTDS anticipates that tunneling will start approximately August 28.
7. Submittals and RFIs
 - Condor responded to one RFI and one Submittal this week.
 - A number of Submittals are pending from DTDS.

- There are no Submittal or RFI responses pending.

8. Contract Updates

- DTDS submitted a cost estimate for the Well Destruction work that is required by Tuolumne County. This work will be added to the overall contract as Change Order 4.
- Condor has reviewed DTDS draft May 2017 invoice and will distribute to OID for payment next week.
- Condor has received the current baseline schedule from DTDS and is in the process of reviewing and updating Condor's Construction Phase (CM and Engineering Oversight) fee estimate accordingly.
- OID, Condor and DTDS held a preliminary meeting to discuss a Potential Change Order regarding the boulders encountered during clearing activities at the project site. A follow-up meeting is scheduled for next week.

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CLOSED SESSION ITEMS

**SPECIAL BOARD MEETING OF
JULY 11, 2017**