

Thomas D. Orvis, President
Herman Doornenbal
Linda Santos
Brad DeBoer
Ed Tobias

District 3
District 2
District 4
District 5
District 1

**MEETING OF THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET, OAKDALE, CA 95361
TUESDAY, FEBRUARY 1, 2022 – 9:00 A.M.
AGENDA**

NOTICE: CORONAVIRUS (COVID-19)

A complete copy of the Agenda packet will be available on the Oakdale Irrigation District website (www.oakdaleirrigation.com) on Thursday, January 27, 2022 by 5:00 p.m. All writings that are public records and relate to an agenda item which are distributed to a majority of the Board of Directors less than 24-hours prior to the meeting noticed above will be made available on the Oakdale Irrigation District website (www.oakdaleirrigation.com).

INFORMATION FOR REGULAR MEETING DURING SHELTER IN PLACE ORDER

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20, a local legislative body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public who wish to participate and to provide public comment to the local legislative body during the current health emergency. The Oakdale Irrigation District Board of Directors (OID Directors) will adhere to and implement the provisions of the Governor's Executive Order related to the Brown Act and the utilization of technology to facilitate participation.

The location of the meeting will be 1205 East F Street. This site may be utilized as the call-in center for some or all Directors who will be communicating via teleconference. Be advised these facilities are currently closed to public access due to implemented protection measures for the COVID 19 virus. The public will not be granted access to this facility.

If you wish to join the meeting as a member of the public to participate, listen to and provide comment on agenda items, then please dial in using your phone. To join the OID Directors' meeting by teleconference, please call **1 669-900-9128, Access Code: 358-572-1867 #, the message will ask for a participant ID, just press # again. If you experience technical difficulties, please contact our IT Systems Administrator Michael Ballinger at (209) 896-6887.**

In addition to the mandatory conditions set forth above, the OID Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act in order to maximize transparency and provide the public access to their meetings.

The OID Directors offer many ways for you to participate in the OID Board Meeting without attending a meeting in person. Although it is not required, the Board will accept written comments in lieu of public comments (as outlined above) provided the written comments are submitted via email by 4:30 p.m. on the day before the meeting to nfiez@oakdaleirrigation.com. Pursuant to Government Code section 54954.3(b)(1), Public Comment, public comment on an Agenda Item is limited to five (5) minutes.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5507, as far in advance as possible but no later than 24 hours before the scheduled event. The District will provide its best effort to fulfill the request.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

FIRST ITEM OF BUSINESS – ITEM 1

1. Review and Take Possible Action for **Adoption of Resolution of the Board of Directors of the Oakdale Irrigation District (OID) Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Executive Order N-29-20 issued on March 4, 2020, and Executive Order N-08-21 on June 11, 2021, which Authorizes Remote Teleconference Meetings of the Legislative Bodies of Oakdale Irrigation District for the Period February 1, 2022 through March 2, 2022 Pursuant to Brown Act Provisions**

CONSENT CALENDAR - ITEMS 2 – 13

2. Approve the **Board of Directors' Minutes of the Meeting of December 14, 2021 and Resolution Nos. 2021-28, 2021-29, 2021-30 and 2021-31**
3. Approve **Oakdale Irrigation District's Statement of Obligations**
4. Approve **OID Improvement Districts' Statement of Obligations**
5. Approve the **Treasurer's Report, and Financial Statements for the Eleven Months Ending November 30, 2021**
6. Approve the **Treasurer's Report as of Ending December 31, 2021**
7. Approve **Rejection of Claim Submitted by Denise Bianchi**
8. Approve **Resolution Authorizing the Disposal of Property No Longer Necessary for District Purposes**
9. Approve **Easement Maintenance Agreement on the Hinds Lateral and Authorize the General Manager to Enter into Any Such Agreements in the Future for Other OID Facilities (APN: 002-057-043 – Dharam P. Sharma)**
10. Approve **Amendment No. 16 to Professional Services Agreement 2008-PSA-007 with Boutin Jones, Inc. for Revised Hourly Rate Schedule**

11. Approve **Storm Drainage Agreement on the Langworth Pipeline (APN: 062-010-026 – Gordon Braker Plumbing Contractor, Inc.)**
12. Approve **Storm Drainage Agreement on the Reed Pond (APN: 006-012-081 – River Oak Grace Church)**
13. Approve **Discharge Agreement on the Riverbank Lateral (APN: 063-028-024 – Sconza Candy Company)**

ACTION CALENDAR – ITEMS 14 - 17

14. Review and Take Possible Action **to Provide Staff with Direction to Proceed with Preferred Redistricting Option**
15. Review and Take Possible Action **to Hold a Special Closed Session Board Meeting on February 22, 2022 at 9:00 A.M. to Review General Manager Applications**
16. Review and Take Possible Action **to Proceed with Solicitation of Bids for Design and Materials for the Metal Buildings Proposed at the Old Greger Facility**
17. Review and Take Possible Action **to Proceed with Drafting a Letter of Intent to Establish a Power Purchase Agreement with Emrgy Inc. for a Phase 1 Hydropower Development Project**

COMMUNICATIONS – ITEM 18

18. **Oral Reports and Comments**
 - A. **Directors' Comments/Suggestions**
 1. Order of Presentation – President's Choice
 - B. **Committee Reports**
 - C. **General Manager's Report on Status of Old Activities**
 - D. **Water Council Report**

PUBLIC COMMENTS - ITEM 19

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

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

manner, your concerns can be addressed expeditiously.

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

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

Public Comments will be limited to five minutes per speaker.

CLOSED SESSION - ITEM 20

20. Closed Session to discuss the following:

- A. **Government Code §54957 – Public Employment: General Manager**
(update regarding search for new General Manager)
- B. **Government Code §54956.9(d)(4) – Anticipated Litigation (1 case)**
- C. **Government Code §54956.9(d)(1) – Existing Litigation**
SJTA, et al. v. State Water Resources Control Board
Judicial Council Coordination Proceeding 5013
- D. **Government Code §54956.9(d)(1) – Existing Litigation**
California Sportfishing Protection Alliance v. Eastern San Joaquin
Groundwater Authority et al.
Case No. CV-20-001720
- E. **Government Code §54956.9(d)(1) – Existing Litigation**
Maria Ruiz Perez, et al., v. Oakdale Irrigation District, et al.
Case No. CV-19-004901
- F. **Government Code §54956.8 – Conference Real Property Negotiator**
Negotiating Parties: South San Joaquin Irrigation District, Chicken
Ranch Rancheria Band of Me-Wuk Indians,
Tuolumne River Agencies
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms
- G. **Government Code §54956.8 – Conference Real Property Negotiator**
Negotiating Parties: Hoekstra Dairy
Property: Clavey House
Agency Negotiators: General Manager and Chief Financial Officer
Under Negotiations: Price and Terms

OTHER ACTION – ITEM 21

A. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 1, 2022 at 9:00 a.m.** via teleconference. Details can be obtained by calling (209) 847-0341.
- 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 February 17, 2022 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Executive 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 Executive 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.



FIRST ITEM OF BUSINESS

BOARD MEETING OF FEBRUARY 1, 2022

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 1
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT (OID) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 4, 2020, AND EXECUTIVE ORDER N-08-21 ON JUNE 11, 2021, WHICH AUTHORIZES REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF OAKDALE IRRIGATION DISTRICT FOR THE PERIOD FEBRUARY 1, 2022 THROUGH MARCH 2, 2022 PURSUANT TO BROWN ACT PROVISIONS

RECOMMENDED ACTION: Approve Resolution of the Board of Directors of the Oakdale Irrigation District proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Order N-15-20 issued on March 4, 2020, and Executive Order N-08-21 on June 11, 2021, which authorizes remote teleconference meetings of the legislative bodies of Oakdale Irrigation District for the period February 1, 2022 through March 2, 2022 pursuant to Brown Act provisions.

BACKGROUND AND/OR HISTORY: On September 17, 2021 Assembly Bill 361 (AB 361) was signed and goes into effect on October 1, 2021. AB 361 replaced some aspects of Executive Order N-29-20, which allowed local legislative bodies to hold remote teleconference meetings. Due to OID's undersized Board room, precluding compliance with OID adopted social distancing measures, inadequate ventilation, air circulation and filtration issues for an attending public in a County with high transmissivity rates, creates a potential health crisis for both OID employees and the public by having open meetings. Therefore, to continue remote teleconference meetings, AB 361 requires a resolution be passed by the Board citing these deficiencies. The resolution will allow the District a thirty (30) day period to continue remote meetings or until conditions improve or the Executive Order is cancelled. A subsequent resolution will need to be passed to continue the remote meetings.

FISCAL IMPACT:

ATTACHMENTS:

➤ Resolution

Board Motion:

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

VOTE:

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

Action(s) to be taken:

RESOLUTION NO. 2022-NIL

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT (OID) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 3, 2020, AND EXECUTIVE ORDER N-08-21 ON JUNE 11, 2021, WHICH AUTHORIZES REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE OAKDALE IRRIGATION DISTRICT FOR THE PERIOD FEBRUARY 1, 2022 THROUGH MARCH 2, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Oakdale Irrigation District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Oakdale Irrigation District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a State of Emergency as proclaimed in the Governor's proclamation N-15-20, and Stanislaus County's Health Officer Orders of September 2, 2021; and

WHEREAS, the County Health Officer requires implementation of additional measures to take inclusive of face masks in all indoor settings and other measures to insure safe interactions, i.e. social distancing to prevent the spread of COVID-19; and

WHEREAS, the Board of Directors does hereby find that its facilities are not large enough to comply with social distancing measures adopted by OID if the public were to attend. Additionally, its air conditioning system lacks the ability to provide adequate filtering and air circulation for proper ventilation, and the County's health statistics indicate poor public compliance with existing measures and a high transmissivity rate. All of these factors cause, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and the District desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of Oakdale Irrigation District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the OID Directors will continue to use teleconferencing for the benefit of the public for all its meetings. All call-in information to access the public meeting is available on each Board Meeting Agenda posting, in addition to providing contact information should a problem emerge connecting to the meeting. The OID will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act in order to maximize transparency and provide the public access to their meetings.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF OAKDALE IRRIGATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and prescribes to implementation of all prudent measures to prevent an imminent risk to its workforce from outside persons.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Oakdale Irrigation District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 1, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Oakdale Irrigation District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Oakdale Irrigation District, this _____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF FEBRUARY 1, 2022

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: G
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTOR'S MINUTES OF THE MEETING OF DECEMBER 14, 2021 AND RESOLUTION NOS. 2021-28, 2021-29, 2021-30 AND 2021-31

RECOMMENDED ACTION: Approve the Board of Director's Minutes of the Meeting of December 14, 2021 and Resolution Nos. 2021-28, 2021-29, 2021-30 and 2021-31

ATTACHMENTS:

- Draft Minutes of the Board of Director's Meeting of December 14, 2021
- Draft Resolution No. 2021-28
- Draft Resolution No. 2021-29
- Draft Resolution No. 2021-30
- Draft Resolution No. 2021-31

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
December 14, 2021

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 9:01 a.m. Upon roll call, there were present:

Directors: Tom Orvis, President
Brad DeBoer, Vice President
Herman Doornenbal
Linda Santos (via Zoom)
Ed Tobias

Staff Present: Steve Knell, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer
Eric Thorburn, Water Operations Manager/District Engineer (via Zoom)

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

ADDITION OR DELETION OF AGENDA ITEMS

There were no items added or deleted.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

General Manager, Steve Knell requested that Consent Item No. 4 be taken out of sequence to be addressed prior to the Public Hearing Calendar.

PUBLIC HEARING ITEM NOS. 1 – 2

ITEM NO. 1

PUBLIC HEARING AND POSSIBLE ACTION TO APPROVE RESOLUTION ADOPTING THE MODESTO SUBBASIN GROUNDWATER SUSTAINABILITY PLAN AND AUTHORIZING THE SUBMISSION TO THE DEPARTMENT OF WATER RESOURCES

The General Manager, Steve Knell gave background information on the Modesto Sub-Basin Groundwater Sustainability Plan.

At the hour of 9:07 a.m. President Orvis opened the public hearing on the adoption of the Modesto Sub-Basin Groundwater Sustainability Plan.

There were no public comments and at the hour of 9:08 a.m. the public hearing closed.

A motion was made by Director Doornenbal and seconded by Director Tobias to approve the Resolution Adopting the Modesto Sub-Basin Groundwater Sustainability Plan and authorizing the submission to the Department of Water Resources and was voted by the following roll call vote:

Director Tobias

Yes

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

The motion passed by a 5-0 vote.

ITEM NO. 2
PUBLIC HEARING AND POSSIBLE ACTION DIRECTING STAFF TO PROCEED WITH A
REDISTRICTING PROPOSAL

The General Manager, Steve Knell gave background information on the redistricting requirements and staff's next steps to proceed.

At the hour of 9:12 a.m. President Orvis opened the public hearing directing staff to proceed with a redistricting proposal.

At the hour of 9:13 a.m. the public hearing closed.

The Board of Director's gave direction to staff to determine what the deviation is and if it exceeds the 10% contingency then staff will review and bring back options to the January 11, 2022 meeting.

Director, Linda Santos requested that Item No. 8 be pulled from the Consent Calendar.

CONSENT ITEMS
ITEM NOS. 3, 5, 6, 7, 9, 10, 11

ITEM NO. 3
APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF
NOVEMBER 2, 2021 AND RESOLUTIONS NOS. 2021-26 AND 2021-27

A motion was made by Director Tobias, and seconded by Director Doornenbal and was unanimously supported, to approve the Board of Directors' Minutes of the Regular Meeting of November 2, 2021 and Resolutions Nos. 2021-26 and 2021-27.

ITEM NO. 5
APPROVE OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS

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

ITEM NO. 6
APPROVE OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

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

ITEM NO. 7
APPROVE THE TREASURER'S REPORT, AND FINANCIAL STATEMENTS FOR THE TEN MONTHS ENDING OCTOBER 31, 2021

A motion was made by Director Tobias, and seconded by Director Doornenbal and was unanimously supported, to approve the financial statements for the ten months ending October 31, 2021.

ITEM NO. 9
APPROVE RESOLUTION ADOPTING THE OAKDALE IRRIGATION DISTRICT'S 2022 INVESTMENT POLICY

A motion was made by Director Tobias, and seconded by Director Doornenbal and was unanimously supported, to approve resolution adopting the Oakdale Irrigation District's 2022 Investment Policy.

ITEM NO. 10
APPROVE RESOLUTION AUTHORIZING THE DISPOSAL OF PROPERTY NO LONGER NECESSARY FOR DISTRICT PURPOSES

A motion was made by Director Tobias, and seconded by Director Doornenbal and was unanimously supported, to approve resolution authorizing the disposal of property no longer necessary for District purposes.

ITEM NO. 11
APPROVE THE EMPLOYEE 2022 OFFICIAL SALARY AND WAGE SCHEDULES EFFECTIVE JANUARY 2, 2022

A motion was made by Director Tobias, and seconded by Director Doornenbal and was unanimously supported, to approve the employee 2022 official salary and wage schedules effective January 2, 2022.

PULLED CONSENT CALENDAR

ITEM NO. 4
APPROVE ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT (OID) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 4, 2020, AND EXECUTIVE ORDER N-08-21 ON JUNE 11, 2021, WHICH AUTHORIZES REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF OAKDALE IRRIGATION DISTRICT FOR THE PERIOD DECEMBER 14, 2021 THROUGH JANUARY 13, 2022 PURSUANT TO BROWN ACT PROVISIONS

A motion was made by Director DeBoer, and seconded by Director Doornenbal, to approve adoption of resolution of the Board of Directors of the Oakdale Irrigation District (OID) proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Order N-29-20 issued on March 4, 2020, and Executive Order N-08-21 on June 11, 2021, which authorizes remote teleconference meetings of the legislative bodies of Oakdale Irrigation District for the period December 14, 2021 through January 13, 2022 pursuant to Brown Act Provisions, and was voted by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes

Director Santos
Director DeBoer

Abstained
Yes

The motion passed by a 4-0 with 1 abstention vote.

ITEM NO. 8

**APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT 2021-PSA-001
WITH TIM O'LAUGHLIN A PROFESSIONAL LAW CORPORATION FOR REVISED HOURLY
RATE SCHEDULE**

A motion was made by Director Doornenbal, and seconded by Director Tobias, to approve amendment No. 1 to professional services agreement 2021-PSA-001 with Tim O'Laughlin A Professional Law Corporation for revised hourly rate schedule, and was voted by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	No
Director DeBoer	Yes

The motion passed by a 4-1 vote.

ACTION CALENDAR
ITEMS NO. 12

ITEM NO. 12

**REVIEW AND TAKE POSSIBLE ACTION ON THE DONATION REQUEST OF THE CALIFORNIA
FARM WATER COALITION**

A motion was made by Director Doornenbal, and seconded by Director Tobias, to increase the donation request to the California Farm Water Coalition to \$5,000:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	Yes
Director DeBoer	Yes

The motion passed by a 5-0 vote.

DISCUSSION
ITEM NO. 13

ITEM NO. 13

**DISCUSSION ON WHETHER OID SHOULD BE POSITIONING ITSELF TO SEEK FEDERAL
FUNDING UNDER THE NEW INFRASTRUCTURE BILL**

General Manager, Steve Knell discussed potential opportunities for the District for federal funding under the new infrastructure bill.

COMMUNICATIONS
ITEM NO.14

A. SUMMARY OF DIRECTORS COMMENTS

Director Santos

Director Santos verified her affirmative vote at the Tri-Dam Meeting for the increase of Mr. O’Laughlin’s professional service agreement. She expanded that Mr. O’Laughlin’s responsibilities and duties at Tri-Dam are different than those at Oakdale Irrigation District. She stated that during her time on the Board, litigation has not always been affirmative for OID and has cost the District money, therefore she voted no to increase Mr. O’Laughlin’s professional service agreement. Director Santos stated she went to the Tri-Dam Christmas Dinner and she thought it was a very nice event and was able to speak to many employees and their families. She expanded that it was a very enjoyable time, and added that she is thrilled with the amount of water we are getting. Director Santos closed by wishing everyone a Merry Christmas.

Director Tobias

Director Tobias mentioned he attended the ACWA Fall Conference, and enjoyed the conference and getting the opportunity to meet people and make good connections. He thanked all the employees for a great year and their hard work. Director Tobias closed by wishing everyone a Merry Christmas.

Director Doornenbal

Director Doornenbal agreed with Director Tobias wishing everyone a Merry Christmas. He expanded that all the employees have been doing a wonderful job, and that OID has good people working for the District, and he said they are very much appreciated.

Director DeBoer

Director DeBoer stated he attended the ACWA Fall Conference and expanded on some takeaways that he gathered from the conference such as changes to the Brown Act, a finance program on section 115 trusts, and he spoke with Joaquin Esquivel, Chair on the California Water Board. Director DeBoer found that the ACWA Fall Conference was very productive and beneficial. He also stated he attended the Tri-Dam employee appreciation dinner. He had the opportunity to sit with several employees who had good feedback on the work they were doing at Tri-Dam, which Mr. DeBoer states is a testament for the management staff. Director DeBoer added that OID has a great staff, and knows that people are bearing extra loads, and they are stepping up and getting the work completed. He expanded that he knows there were a lot of people out sick this year with COVID and he never saw any kind of hiccup in the operations of the District, so he thanked staff for a great job this year. Director DeBoer closed by wishing everyone a Merry Christmas, and thanking the Lord for the rain.

Director Orvis

Director Orvis stated a District is not a District and a business is not a business without their employees and so he thanked the employees that keep the District running. He thanked his fellow Board members for their participation, and reiterated his appreciation for the employees and wished them a Merry Christmas and Happy New Year. Director Orvis mentioned he also attended the ACWA Fall Conference and said it was a great opportunity to have direct access to the member of the State Water Board. Director Orvis closed by thanking everyone for their dedication to the organization.

B. COMMITTEE REPORTS

There were no Committee reports.

C. GENERAL MANAGERS REPORT

General Manager, Steve Knell, discussed the information that was provided in the Board Packet.

D. WATER COUNCIL REPORT

Water Council, Tim O'Laughlin, discussed some water topics in regards to the Oakdale Irrigation District.

At the hour of 10:23 a.m. the Board welcomed public comment.

PUBLIC COMMENT
ITEM NO. 15

There was one public comment from Robert Frobose.

There being no further Public Comment; Public Comment closed at 10:28 a.m. and the Board Meeting continued.

At 10:29 a.m., President Orvis read the items to be discussed in Closed Session and opened for Public Comment on these items.

There was no public comment.

At the hour of 10:31 a.m. Public Comment Closed and the Board reconvened to Closed Session.

CLOSED SESSION
ITEM NO. 16:

- A. **Government Code §54957 – Public Employment: General Manager**
(update regarding search for new General Manager)
- B. **Government Code §54956.8 – Conference Real Property Negotiator**
Negotiating Parties: Me-Wuks, Tuolumne River Agencies, OOD Lands
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms
- C. **Government Code §54956.8 – Conference Real Property Negotiator**
Negotiating Parties: SSJID
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: 1988 Agreement Terms
- D. **Government Code §54956.9(b) – Exposure to Litigation: 1 case**
- E. **Government Code §54956.9(c) – Initiation of Litigation: 1 case**
- F. **Government Code §54956.9(d)(1) – Existing Litigation**
SJTA, et al. v. State Water Resources Control Board
Judicial Council Coordination Proceeding 5013

At the hour of 1:24 p.m. the Board reconvened to Open Session.

Coming out of Closed Session, President Orvis stated there were no reportable actions:

OTHER ACTION
ITEM NO. 17

At the hour of 1:25 p.m. the meeting was adjourned. The Next regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, January 11, 2022 at 9:00 a.m.** Details can be obtained by calling (209) 847-0341.

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, December 16, 2021 at 9:00 a.m.** via teleconference and hosted by Oakdale Irrigation District. Details can be obtained by calling (209) 249-4600.

Thomas D. Orvis, President
Board of Directors

Attest:

Steve Knell, P.E.
General Manager/Secretary

RESOLUTION NO. 2021-28

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT (OID) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 3, 2020, AND EXECUTIVE ORDER N-08-21 ON JUNE 11, 2021, WHICH AUTHORIZES REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE OAKDALE IRRIGATION DISTRICT FOR THE PERIOD DECEMBER 14, 2021 THROUGH JANUARY 13, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Oakdale Irrigation District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Oakdale Irrigation District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a State of Emergency as proclaimed in the Governor's proclamation N-15-20, and Stanislaus County's Health Officer Orders of September 2, 2021; and

WHEREAS, the County Health Officer requires implementation of additional measures to take inclusive of face masks in all indoor settings and other measures to insure safe interactions, i.e. social distancing to prevent the spread of COVID-19; and

WHEREAS, the Board of Directors does hereby find that its facilities are not large enough to comply with social distancing measures adopted by OID if the public were to attend. Additionally, its air conditioning system lacks the ability to provide adequate filtering and air circulation for proper ventilation, and the County's health statistics indicate poor public compliance with existing measures and a high transmissivity rate. All of these factors cause, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and the District desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of Oakdale Irrigation District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the OID Directors will continue to use teleconferencing for the benefit of the public for all its meetings. All call-in information to access the public meeting is available on each Board Meeting Agenda posting, in addition to providing contact information should a problem emerge connecting to the meeting. The OID will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act in order to maximize transparency and provide the public access to their meetings.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF OAKDALE IRRIGATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and prescribes to implementation of all prudent measures to prevent an imminent risk to its workforce from outside persons.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Oakdale Irrigation District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 1, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Oakdale Irrigation District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Oakdale Irrigation District, this 14 day of December, 2021, by the following vote:

AYES: 4

NOES: 0

ABSENT: 0

ABSTAIN: 1

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2021-29**

**RESOLUTION ADOPTING THE MODESTO SUBBASIN GROUNDWATER SUSTAINABILITY
PLAN AND AUTHORIZING THE SUBMISSION TO THE DEPARTMENT OF WATER
RESOURCES**

- A. WHEREAS**, in April 1994 the City of Modesto, Modesto Irrigation District, City of Oakdale, Oakdale Irrigation District, City of Riverbank, and County of Stanislaus executed a Memorandum of Understanding to form the Stanislaus and Tuolumne Rivers Groundwater Basin Association ("STRBGA") for the purpose of coordinating planning and groundwater management activities in the Modesto Subbasin;
- B. WHEREAS**, in July 2015, the Memorandum of Understanding was amended to include the City of Waterford as a member agency of STRGBA;
- C. WHEREAS**, in August 2014, the California Legislature passed, and in September 2014 the Governor signed, legislation creating the Sustainable Groundwater Management Act ("SGMA") "to provide local groundwater sustainability agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (Wat. Code, § 10720, (d));
- D. WHEREAS**, SGMA requires sustainable management through the development of groundwater sustainability plans ("GSP"), which can be a single plan developed by one or more groundwater sustainability agency ("GSA") or multiple coordinated plans within a basin or subbasin (Wat. Code, § 10727);
- E. WHEREAS**, SGMA requires a GSA to manage groundwater in all basins designated by the Department of Water Resources ("DWR") as a medium or high priority, including the Modesto Subbasin (designated basin number 5-022.02);
- F. WHEREAS**, the STRGBA GSA was formed on February 16, 2017, for the purpose of sustainably managing groundwater in the Modesto Subbasin, within its jurisdictional boundaries, pursuant to the requirements of SGMA;
- G. WHEREAS**, the STRGBA GSA has the authority to draft, adopt, and implement a GSP (Wat. Code, § 10725 *et seq.*);
- H. WHEREAS**, the STRGBA GSA submitted an Initial Notification to DWR to jointly develop a GSP for the Modesto Subbasin on February 28, 2017;
- I. WHEREAS**, the STRGBA GSA has coordinated with the Tuolumne County GSA to develop a single, coordinated GSP for the Modesto Subbasin;
- J. WHEREAS**, on August 10, 2021 the STRGBA GSA released the Notice of Intent to Adopt the GSP to cities and counties in the plan area pursuant to Water Code section 10728.4;
- K. WHEREAS**, the STRGBA GSA and Tuolumne County GSA developed the draft Modesto Subbasin GSP and released the draft Modesto Subbasin GSP chapters for public review and comment;

L. WHEREAS, the STRGBA GSA and Tuolumne County GSA reviewed and will respond to comments on the Modesto Subbasin GSP;

M. WHEREAS, the final staff version of the Modesto Subbasin GSP was presented to the Board of Directors on December 14, 2021;

N. WHEREAS, the Oakdale Irrigation District understands its staff and consultant team will finalize the GSP by making non-substantive revisions to the final Modesto Subbasin GSP presented on December 14, 2021;

O. WHEREAS, the final Modesto Subbasin GSP will be incorporated in its entirety by reference hereto this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Oakdale Irrigation District finds as follows:

1. Oakdale Irrigation District hereby approves and adopts the final staff version of the Modesto Subbasin GSP.
2. Oakdale Irrigation District authorizes the Modesto Subbasin Plan Manager and consultants to take such actions as may be reasonably necessary to:
 - a. finalize the staff version of the Modesto Subbasin GSP, barring any substantive changes to the document;
 - b. submit the final Modesto Subbasin GSP to DWR by January 31, 2022; or
 - c. implement the purpose of this Resolution.

Upon motion of Director Doornenbal, seconded by Director Tobias, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 14th day of December, 2021.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2021-30**

2022 INVESTMENT POLICY

WHEREAS, the Board of Directors (Board) of the Oakdale Irrigation District ("District") may invest surplus monies not required for the immediate necessities of the District in accordance with the provisions of the California Government Code ("CGC") sections 5921 and 53600 et seq.; and

WHEREAS, the Treasurer of the District may annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Board of Directors at a public meeting (CGC §53646 (a)(2)).

WHEREAS, the Board approves the 2022 Investment Policy, delegates the full authority to invest and reinvest District funds, pursuant to California Government Code Section 53607 to the Treasurer under the supervision of the Finance Committee, and approves the Finance Committee's direction allowing the Treasurer to invest District funds in investments other than the Local Agency Investment Fund (LAIF) as directed in prior years.

NOW THEREFORE BE IT RESOLVED that this Resolution rescinds all previously adopted Investment Policies and supersedes any other previously adopted resolutions.

Upon Motion of Director Tobias, seconded by Director Doornenbal, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 14th day of December 2021.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2021-31**

**RESOLUTION AUTHORIZING THE DISPOSAL
OF PROPERTY NO LONGER
NECESSARY FOR DISTRICT PURPOSES**

WHEREAS, the Oakdale Irrigation District, hereinafter referred to as "District" may, under the provisions of Section 22500 of the Water Code, dispose of property of the District which it finds no longer necessary for District purposes; and

WHEREAS, the Board of Directors of the District find that the property listed on Attachment A is no longer necessary for District purposes, and that it is in the best interest of the District to dispose of such surplus property as listed

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that it is in the best interest of the District to dispose of said surplus property in the most economical manner and direct the Chief Financial Officer to promptly dispose of the listed property in accordance with the District Surplus Property Policy.

Upon Motion of Director Tobias, seconded by Director Doornenbal, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 14th day of December, 2021.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: February 1, 2022
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>
Sierra Mountain Construction, Inc.	South Main Canal Tunnel 8 Project	865,735.00
IRS	Payroll Taxes	229,407.68
OID Improvement Districts	Nov. & Dec. 2021 Reimbursement	191,098.28
Target Specialty Products	Pesticides	153,332.07
CalPERS	Retirement Contribution	145,064.28
Kaiser	Healthcare – January & February 2022	110,410.30
Sutter Health Plus	Healthcare – January & February 2022	97,762.57
Teter, LLP	Greger Facility	83,719.56
Steve Harkrader Trucking	Hauling Dirt Services	70,087.50
Condor Earth Technologies, Inc.	Tunnel 8 CM & QA & CalARP Services	57,725.20
		2,004,342.44
	Other Obligations:	953,220.49
	Total Obligations:	\$ 2,957,562.93

FISCAL IMPACT: \$2,957,562.93

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

Accounts Payable
Check Register - February 1, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
1115211	11/15/2021	VOYA Retirement	\$48.59	Retirement Contribution
1206211	12/6/2021	Visa	\$847.35	Training Classes
1206212	12/6/2021	Visa	\$16.85	Post SJTA Commissioners Meeting - S. Knell & N. Doornenbal
1206213	12/6/2021	Visa	\$560.82	Gaskets, Training Webinar, Fan Kit W/ Thermostat
1207211	12/7/2021	Internal Revenue Service	\$1,033.30	Payroll Taxes
1207212	12/7/2021	Employment Development Department	\$32.53	Payroll Taxes
1207213	12/7/2021	VOYA Retirement	\$48.59	Retirement Contribution
1210211	12/10/2021	Internal Revenue Service	\$54,915.10	Payroll Taxes
1210212	12/10/2021	ICMA Retirement	\$6,344.06	Retirement Contribution
1210213	12/10/2021	Employment Development Department	\$10,192.04	Payroll Taxes
1210214	12/10/2021	California Public Employees' Retirement System	\$36,856.76	Retirement Contribution
1210215	12/10/2021	VOYA Retirement	\$10,330.61	Retirement Contribution
30501	12/13/2021	Aarons Heating & Air Inc.	\$110.00	Adjust Server Room Mini Split
30502	12/13/2021	Ace Electric Motor & Pump Co.	\$700.00	Electrical Training Course - J. Buila, C Ketchum & J. Blase
30503	12/13/2021	Ace Hardware	\$139.34	Roach & Rodent Killer, Nuts & Bolts
30504	12/13/2021	ACWA-JPIA	\$10,649.04	Dental and Vision Insurance - Jan 2022
30505	12/13/2021	Airgas USA, LLC	\$793.12	Cable Connectors, Oxygen and Acetylene
30506	12/13/2021	Allied Concrete and Supply Co., Inc.	\$3,552.59	Concrete
30507	12/13/2021	App Agency Inc., c/o Louis Chavez	\$30.00	Website Hosting - oidwaterresources.org
30508	12/13/2021	AT&T Mobility	\$53.80	GPS Device - November
30509	12/13/2021	Battery Systems	\$1,823.10	Batteries
30510	12/13/2021	Bissell-Vargas, Kristy	\$89.96	Health and Wellness Reimbursement Nov- Dec. 2021
30511	12/13/2021	Bukhari, Kim	\$1,372.13	CalPELRA Expenses, H&W Reimbursement Apr-Dec 2021
30512	12/13/2021	California State Disbursement Unit	\$633.22	Levy
30513	12/13/2021	Cal Poly Corporation	\$630.00	ITRC-Training
30514	12/13/2021	Cal-Sierra Pipe, Inc.	\$60.13	Dimple Band Coupler
30515	12/13/2021	Casey Records Management	\$96.00	Shredding - November
30516	12/13/2021	Central Valley Ag Grinding, Inc.	\$75.00	Green Waste
30517	12/13/2021	Central Valley Pump, Inc.	\$725.00	WR# 009 - Video Of NSRR Deep Well
30518	12/13/2021	Chavolla, Juan	\$463.96	Health and Wellness Reimbursement Jan-Dec 2021
30519	12/13/2021	Chicago Title Co.	\$57.85	Refund - APN: 20728037
30520	12/13/2021	Ciarolla, Daniel Joseph	\$10.00	Grant Of Easement - Town E Project
30521	12/13/2021	City of Oakdale Utilites	\$3,999.08	Water Usage 10/08/21 - 11/05/2021
30522	12/13/2021	Coffee Break Service, Inc.	\$154.00	Coffee Service
30523	12/13/2021	Comcast	\$549.62	Analog Lines, TV and Internet - November
30524	12/13/2021	Condor Earth Technologies, Inc.	\$337.50	WR# 029 - OID Ongoing CalARP Support Services
30525	12/13/2021	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$6,199.16	Legal Matters - November
30526	12/13/2021	DeBoer, Brad	\$839.49	ACWA JPIA Fall Conference Expenses
30527	12/13/2021	Durrett, Jason	\$86.29	Wading Boot Reimbursement
30528	12/13/2021	Far West Laboratories, Inc.	\$542.50	Coliform, Copper and Lead Testing
30529	12/13/2021	Fastenal Company	\$6,491.52	Brushes, Blades, Safety Vests, Coveralls, Batteries, Gloves
30530	12/13/2021	Ferguson Waterworks #1423	\$337.41	Pipe and Coupler
30531	12/13/2021	First Choice Industrial Supply Inc.	\$47.36	Trash Bags
30532	12/13/2021	Fresno Valves & Castings, Inc.	\$13,329.67	18" Slide Gates, 30" Slide Gates
30533	12/13/2021	Garrett, Gunnar Jr. and Jodie	\$10.00	Grant Of Easement APN: 015-014-034
30534	12/13/2021	Garton Tractor, Inc.	\$208.06	Seals, Rings and IDL Nipple
30535	12/13/2021	George Reed, Inc.	\$2,462.84	Crushed 3/4", AB-CL II
30536	12/13/2021	Gilton Resource Recovery Transfer Facility, Inc.	\$1,007.42	Solid Waste and Concrete Removal
30537	12/13/2021	Gilton Solid Waste Management, Inc.	\$1,307.25	Refuse Charges - November
30538	12/13/2021	Giuliani & Kull, Inc.	\$6,296.25	Monument Preservation, WR#092-Greger, SWPPP Docs
30539	12/13/2021	Grainger	\$233.34	Replacement Wand and Nozzles, Labels
30540	12/13/2021	Green Rubber-Kennedy Ag	\$1,150.78	PVC Discharge, Tigerflex and Bolt Clamps, Hose Connectors
30541	12/13/2021	Grover Landscape Services, Inc.	\$530.00	Monthly Landscaping - November
30542	12/13/2021	Haidlen Ford	\$41,374.44	New 2021 DSO Truck, truck Repairs and parts
30543	12/13/2021	Hilmar Lumber, Inc.	\$2,242.52	PVC Cement, Primer and Couplers
30544	12/13/2021	Hunt & Sons, Inc.	\$15,054.31	Fuel

Accounts Payable
Check Register - February 1, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
30545	12/13/2021	IBM Corporation	\$2,112.00	Mobile Device Management Renewal 11/30/21-11/30/22
30546	12/13/2021	Kaiser Foundation Health Plan, Inc.	\$55,205.15	Healthcare Insurance - Jan 2022
30547	12/13/2021	Lincoln National Life Insurance Company	\$23.76	Life Insurance - December 2021
30548	12/13/2021	Mission Uniform Service	\$987.47	Uniform Services
30549	12/13/2021	Morrill Industries, Inc.	\$316.83	Weld Cone and Flanges
30550	12/13/2021	Motor Parts Distributors, Inc.	\$653.64	Oil
30551	12/13/2021	Oakdale Auto Parts	\$184.89	Hose Fittings
30552	12/13/2021	Office Depot	\$757.34	Office Supplies
30553	12/13/2021	OID Improvement Districts	\$73,279.80	2021 Nov. Reimbursement
30554	12/13/2021	Ontel Security Services, Inc.	\$275.00	Security Monitoring - November
30555	12/13/2021	Orvis, Tom	\$1,039.57	ACWA JPIA Fall Conference Expenses
30556	12/13/2021	Pakmail	\$50.91	Return Cables and Sontek IQ Repair
30557	12/13/2021	Pape Machinery - Power Plan	\$93.93	Tee Fittings
30558	12/13/2021	Paris Kincaid & Wasiewski, LLP	\$1,466.25	Legal Matters - November
30559	12/13/2021	P&D Ventures Inc.	\$2,314.00	Janitorial Services - December
30560	12/13/2021	P & L Concrete Products, Inc.	\$1,511.21	Concrete
30561	12/13/2021	Porter, Brandon	\$480.00	Health and Wellness Reimbursement Jan-Dec 2021
30562	12/13/2021	Portola Systems, Inc.	\$1,257.00	Microsoft Office 2019 Licenses
30563	12/13/2021	Prado, Uriel	\$239.88	Health and Wellness Reimbursement Jan-Dec 2021
30564	12/13/2021	Provost & Pritchard Consulting Group, Inc.	\$4,693.50	WR# 033 - District Boundary and Map Update
30565	12/13/2021	Ray Morgan Company	\$830.02	Copier Usage 08/22/21-11/21/21, 10/24/21-11/23/21
30566	12/13/2021	Samba Holdings, Inc.	\$190.56	Fleet Watch - November
30567	12/13/2021	Soroptimist International Of Oakdale	\$500.00	Soroptimist International Of Oakdale - 2022
30568	12/13/2021	South San Joaquin Irrigation District	\$2,014.48	JSC Maintenance, Canyon Tunnel - October
30569	12/13/2021	Springbrook National User Group	\$175.00	2022 Membership Renewal
30570	12/13/2021	Springbrook Holding Company, LLC	\$124.00	Civic Pay - November
30571	12/13/2021	Springer, Alan	\$75.00	Steel Toe Boot Reimbursement
30572	12/13/2021	Steve Harkrader Trucking	\$26,565.00	Hauling Dirt Services
30573	12/13/2021	Streamline	\$400.00	Member Web Services - December
30574	12/13/2021	Sutter Health Plus	\$48,349.16	Healthcare Insurance - Jan. 2022
30575	12/13/2021	Target Specialty Products	\$72,430.13	Cleantraxx, Dimension 2EW, Round Up Pro
30576	12/13/2021	Thorburn, Eric	\$358.40	ACWA Fall Conference Mileage Reimbursement
30577	12/13/2021	Tim O'Laughlin A Professional Law Corporation	\$12,880.00	Legal Matters
30578	12/13/2021	Tobias, Edward	\$916.56	ACWA JPIA Fall Conference Reimbursement
30579	12/13/2021	TP Express	\$2,550.00	Portable Restrooms
30580	12/13/2021	Tri-West Tractor Incorporated	\$38,529.28	Forestry Mulcher
30581	12/13/2021	United Rentals Northwest, Inc.	\$991.56	Trench Box Rental 11/29/21-11/30/21
30582	12/13/2021	Verizon Wireless	\$5,011.08	Cimis Station, Cell Phone and iPad Charges - November
30583	12/13/2021	Verizon	\$1,512.90	Vehicle Tracking Services - November
30584	12/13/2021	White Cap Construction Supply	\$1,566.36	Swellstop Rolls, Bolt Cutters, Chain Wrenches
1214211	12/14/2021	Internal Revenue Service	\$611.08	Payroll Taxes
1214212	12/14/2021	Employment Development Department	\$47.40	Payroll Taxes
1215211	12/15/2021	Internal Revenue Service	\$5,345.36	Payroll Taxes
1215212	12/15/2021	Employment Development Department	\$1,631.72	Payroll Taxes
1216211	12/16/2021	P G & E	\$6,736.52	10-Year Refundable Advance Option Gas & Electric
1221211	12/21/2021	VOYA Retirement	\$48.59	Retirement Contribution
30585	12/22/2021	Aarons Heating & Air Inc.	\$55.00	Programmed T-Stats In Office
30586	12/22/2021	ABS Presort, Inc.	\$360.02	Envelopes
30587	12/22/2021	Ace Hardware	\$396.36	Brass Outlets, Cord Extension, Glue, Dynaflex and PVC Cap
30588	12/22/2021	Allied Concrete Pumping, LLC	\$1,050.50	Concrete Pumping Service
30589	12/22/2021	Allied Concrete and Supply Co., Inc.	\$8,940.54	Concrete
30590	12/22/2021	All Rigging Company	\$363.50	Slings
30591	12/22/2021	Amazon	\$4,360.83	Tactical Mag Can, Eco-Worthy Battery, LED Shop Lights
30592	12/22/2021	Ash, Jon	\$96.00	Health and Wellness Reimbursement Nov - Dec 2021
30593	12/22/2021	Blase, Jimmy	\$105.95	Backflow Cert. Training Mileage Reimbursement
30594	12/22/2021	California Farm Water Coalition	\$5,000.00	2022 CFWC Membership
30595	12/22/2021	California State Disbursement Unit	\$633.22	Levy

Accounts Payable
Check Register - February 1, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
30596	12/22/2021	Cal-Sierra Pipe, Inc.	\$6,360.53	10", 12", 14", 16" Import Pipes
30597	12/22/2021	Central Valley Pump, Inc.	\$661.50	WR# 011 - Pausell #2 Deep Well - Caliper Survey
30598	12/22/2021	Central Valley Trees and Landscape Services Inc.	\$8,790.00	Tree Removal
30599	12/22/2021	City of Modesto	\$14,665.50	Groundwater Cost Sharing
30600	12/22/2021	Comcast Business	\$396.35	Office Phone Charges - November
30601	12/22/2021	Condor Earth Technologies, Inc.	\$24,696.00	OID DS Channel T9, OID Tunnel 8 & CM & QA Services
30602	12/22/2021	Conlin Supply Co., Inc.	\$178.82	T-Posts
30603	12/22/2021	CoreLogic Solutions, LLC	\$283.25	Real Quest - November
30604	12/22/2021	Don's Mobile Glass, Inc.	\$305.00	Window Replacement
30605	12/22/2021	Fastenal Company	\$3,701.20	Roller Frames, Waders, Anchors, Rotary Bits, Saw Blades
30606	12/22/2021	Fresno Valves & Castings, Inc.	\$21,768.33	15", 18", 30", 48" Fresno 101C Slide Gates
30607	12/22/2021	George Reed, Inc.	\$1,288.00	Crushed 3/4"
30608	12/22/2021	Graham, David	\$576.00	Health and Wellness Reimbursement Jan-Dec 2021
30609	12/22/2021	Grainger	\$22.27	Spud and Coupling Asy.
30610	12/22/2021	Green Rubber-Kennedy Ag	\$662.44	Hoses
30611	12/22/2021	Hilmar Lumber, Inc.	\$2,589.11	Lumber, Swab, Adapters and Conduit
30612	12/22/2021	Holt of California, Inc.	\$623.72	Bearings, Seals and Rings
30613	12/22/2021	Hughson Farm Supply	\$262.61	Side Plate and Air Filter
30614	12/22/2021	Hunt & Sons, Inc.	\$3,111.85	Fuel
30615	12/22/2021	Jorgensen Company	\$1,051.08	Repair Gas Detectors
30616	12/22/2021	Ketchum Jr., Castle	\$26.80	On-Call Duty Mileage Reimbursement
30617	12/22/2021	Lertora, Richard	\$524.98	Health and Wellness Reimbursement Jan-Dec 2021
30618	12/22/2021	Les Schwab, Inc	\$418.32	Tires
30619	12/22/2021	Mission Uniform Service	\$1,080.25	Uniform Services
30620	12/22/2021	Modesto Irrigation District	\$123.77	Electricity - November
30621	12/22/2021	Morrill Industries, Inc.	\$5,698.88	Flanges, Elbows and Gaskets
30622	12/22/2021	Oakdale Leader	\$206.22	Public Notice - Board Meetings
30623	12/22/2021	Oak Valley Hospital District	\$300.00	DOT Medical Card Exams
30624	12/22/2021	Oberkamper, Marc	\$263.88	Health and Wellness Reimbursement Jan-Dec 2021
30625	12/22/2021	Occu-Med, Ltd.	\$351.00	1st Quarter Services 2022
30626	12/22/2021	Operating Engineers Union Local No. 3	\$2,838.00	Union Dues PPE: 12/18/21
30627	12/22/2021	P G & E	\$11,505.22	Electricity - November
30628	12/22/2021	Pape Machinery - Power Plan	\$16.90	Outbound Freight Charge
30629	12/22/2021	P & L Concrete Products, Inc.	\$600.99	Concrete
30630	12/22/2021	Portola Systems, Inc.	\$590.64	Battery
30631	12/22/2021	Powers Electric Products Co.	\$626.85	Power Well Sounder
30632	12/22/2021	Prado, Uriel	\$323.88	Health and Wellness Reimb Jan-Dec. 2021
30633	12/22/2021	Ramos, Timothy	\$234.92	H&W Reimbursement May-Dec. 2021, Steel Toe Boots
30634	12/22/2021	Rubicon, Inc.	\$11,136.00	SCADA Connect Processor License 2022
30635	12/22/2021	South San Joaquin Irrigation District	\$12,892.35	WO #1928 - JSC - Hole and Crack Repair
30636	12/22/2021	Spraytec	\$9,106.84	Flow Sensors, Flow Meters & Pump Control Cables
30637	12/22/2021	Steve Harkrader Trucking	\$19,005.00	Hauling Dirt Services
30638	12/22/2021	Teter, LLP	\$21,545.40	WR# 001 - Greger Facility
30639	12/22/2021	Tom's Smog and Auto Repair	\$444.50	Smog Inspections
30640	12/22/2021	White Cap Construction Supply	\$3,265.77	Battery, Ladder Extension, Snap Ties, Swellstop
30641	12/22/2021	Wienhoff Drug Testing, Inc.	\$480.00	Random Selection & Pre-Employment Drug Testing
1224211	12/24/2021	Internal Revenue Service	\$53,586.17	Payroll Taxes
1224212	12/24/2021	ICMA Retirement	\$6,331.17	Retirement Contribution
1224213	12/24/2021	Employment Development Department	\$9,899.29	Payroll Taxes
1224214	12/24/2021	VOYA Retirement	\$9,913.61	Retirement Contribution
1227211	12/27/2021	California Public Employees' Retirement System	\$36,053.02	Retirement Contribution
1231211	12/31/2021	USDA Rural Development	\$36,275.00	No. 14 - ID52 Annual Loan Payment
30642	1/6/2022	Action Plumbing, LLC	\$110.00	Sink Backup
30643	1/6/2022	AT&T Mobility	\$54.59	GPS Device - December
30644	1/6/2022	Comcast	\$549.62	Analog Lines, T.V, Internet - December
30645	1/6/2022	Ellis Self Storage, Inc.	\$95.00	Storage - January
30646	1/6/2022	Hunt & Sons, Inc.	\$1,735.28	Fuel

Accounts Payable
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Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
30647	1/6/2022	Lincoln National Life Insurance Company	\$671.22	Life Insurance - January
10620221	1/6/2022	Visa	\$78.89	Tunnel Tour Lunch 12/09/21
10620222	1/6/2022	Visa	\$702.07	Aluminum Extension, Meter Adapter, Lodging
10620223	1/6/2022	Visa	\$1,384.94	Air Dump Pumps, Records Management Webinar
10620224	1/6/2022	Visa	\$406.64	Deer Fencing
107221	1/7/2022	Internal Revenue Service	\$53,501.81	Payroll Taxes
107222	1/7/2022	VOYA Retirement	\$9,312.16	Retirement Contribution
107223	1/7/2022	ICMA Retirement	\$5,973.59	Retirement Contribution
107224	1/7/2022	California Public Employees' Retirement System	\$35,710.34	Retirement Contribution
107225	1/7/2022	Employment Development Department	\$9,467.69	Payroll Taxes
107226	1/7/2022	Internal Revenue Service	\$1,651.79	Payroll Taxes
107227	1/7/2022	VOYA Retirement	\$65.11	Retirement Contribution
107228	1/7/2022	Employment Development Department	\$367.31	Payroll Taxes
107229	1/7/2022	California Public Employees' Retirement System	\$216.61	Retirement Contribution
30648	1/10/2022	Aarons Heating & Air Inc.	\$7,200.00	AC Unit for IT Server Room
30649	1/10/2022	City of Oakdale Utilites	\$2,840.03	Water Usage 11/2/21-12/3/21, 11/5/21-12/8/21
30650	1/10/2022	Gilton Solid Waste Management, Inc.	\$317.58	Refuse Charges - December
30651	1/10/2022	Ray Morgan Company	\$318.66	Copier Usage 11/24/21-12/23/21
30652	1/10/2022	Grenzebach, David	\$252.34	Productivity Enhancement Certificates
111221	1/11/2022	Employment Development Department	\$31.93	Payroll Taxes
111222	1/11/2022	Internal Revenue Service	\$969.68	Payroll Taxes
1142022	1/14/2022	Oak Valley Community Bank	\$4,407.50	Gift Cards
1182022	1/18/2022	Oak Valley Community Bank	\$53.50	Gift Card
121221	1/21/2022	Internal Revenue Service	\$57,263.65	Payroll Taxes
121222	1/21/2022	ICMA Retirement	\$4,184.84	Retirement Contribution
121223	1/21/2022	Employment Development Department	\$10,503.45	Payroll Taxes
121224	1/21/2022	California Public Employees' Retirement System	\$36,227.55	Retirement Contribution
121225	1/21/2022	VOYA Retirement	\$9,134.97	Retirement Contribution
121226	1/21/2022	Internal Revenue Service	\$529.74	Payroll Taxes
121227	1/21/2022	Employment Development Department	\$38.09	Payroll Taxes
30653	1/24/2022	Ace Hardware	\$259.38	T Fitting, Flashlights, LED Bulbs, Wax Seal
30654	1/24/2022	Action Plumbing, LLC	\$350.00	Sewer Line Maintenance
30655	1/24/2022	ACWA-JPIA	\$10,193.97	Dental and Vision Insurance - February
30656	1/24/2022	Airgas USA, LLC	\$878.25	Argon and Acetylene, Mig Wire
30657	1/24/2022	Allied Concrete Pumping, LLC	\$4,376.63	Concrete Pumping Services
30658	1/24/2022	Allied Concrete and Supply Co., Inc.	\$2,166.55	Concrete
30659	1/24/2022	App Agency Inc., c/o Louis Chavez	\$30.00	Website Hosting - oidwaterresources.org
30660	1/24/2022	Ayres, Michael	\$379.99	Health and Wellness Reimbursement May - Dec 2021
30661	1/24/2022	Batteate, Dustin	\$638.42	H & W Reimbursement Jan-Dec 2021, Steel Toe Boots
30662	1/24/2022	Blase, Jimmy	\$62.90	On Call Mileage Reimb., Backflow Tester Exam-Pier Diem
30663	1/24/2022	Bob Murray & Associates	\$12,091.48	GM Recruitment Services
30664	1/24/2022	Borba, A.J.	\$474.00	Irrigation Assoc. Certification Renewal, Training
30665	1/24/2022	Boutin Jones, Inc.	\$394.25	Legal Fees
30666	1/24/2022	California State Disbursement Unit	\$1,266.44	Levy
30667	1/24/2022	Casey Records Management	\$96.00	Shredding - December
30668	1/24/2022	Central Valley Ag Grinding, Inc.	\$40.00	Green Waste
30669	1/24/2022	Central Valley Software Solutions, LLC	\$4,300.00	2022 Storm Annual Support Agreement
30670	1/24/2022	Central Irrigation Modesto, LLC	\$598.43	Glue
30671	1/24/2022	Chicago Title Co.	\$6.75	Refund APN: 010-017-067
30672	1/24/2022	Chicago Title Co.	\$669.56	Refund: 6400 Lon Dale Rd, Oakdale
30673	1/24/2022	Coffee Break Service, Inc.	\$231.00	Coffee Service
30674	1/24/2022	Comcast Business	\$393.80	Office Phone Charges - December
30675	1/24/2022	Condor Earth Technologies, Inc.	\$32,691.70	WR #29 - Tunnel 8 CM & QA Services, CalARP Support
30676	1/24/2022	Consumers Choice Pest Control	\$85.00	Quarterly Pest Control Services
30677	1/24/2022	CoreLogic Solutions, LLC	\$283.25	Real Quest - December
30678	1/24/2022	Cypress Title Company	\$62.30	Refund: 6130 Snedigar Rd, Oakdale
30679	1/24/2022	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$6,482.10	Legal Matters

Accounts Payable
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Oakdale Irrigation District
1205 East F Street
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Check No	Check Date	Vendor Name	Amount	Description
30680	1/24/2022	Da Silva, Joe	\$290.00	ITRC Flow Measure & Canal Operations, Steel Toe Boots
30681	1/24/2022	Denair Lumber Company, Inc.	\$3,588.36	(LUM10200) PLYWOOD, 4 X 8 X 3/4", BBOES
30682	1/24/2022	Department of Fish and Wildlife	\$400.00	2022 CNDDB Subscription Renewal
30683	1/24/2022	Durrett, Jason	\$75.00	Steel Toe Boot Reimbursement
30684	1/24/2022	Environmental Systems Research Inst., Inc.	\$25,000.00	Enterprise Annual Software Fee Jan 2022 - Dec 2022
30685	1/24/2022	EZ Haul	\$6,662.40	(CCP10310) PREMIER PLUG
30686	1/24/2022	Family Water Alliance, Inc.	\$250.00	2022 Donation
30687	1/24/2022	Far West Laboratories, Inc.	\$1,262.50	Coliform, Copper & Lead Testing
30688	1/24/2022	Fastenal Company	\$3,758.28	Sockets, Anchors, Markers, Washout, TruBolts, Paint, Drill Bits
30689	1/24/2022	Fedak & Brown LLP	\$2,600.00	Audit Services - December 2021
30690	1/24/2022	Fiez, Nichole	\$503.28	Health & Wellness Reimbursement - Jan-Dec
30691	1/24/2022	First Choice Industrial Supply Inc.	\$707.04	Cups, Gloves and Can Liners
30692	1/24/2022	F&M Bank	\$45,565.00	November & December Retention
30693	1/24/2022	Freiwald, Denise	\$359.73	Health and Wellness Reimbursement Jan-Dec. 2021
30694	1/24/2022	Fresno Valves & Castings, Inc.	\$3,065.07	Slide Gate
30695	1/24/2022	GAR Bennett, LLC	\$35,192.64	15" PVC, 10" PVC
30696	1/24/2022	George Reed, Inc.	\$279.07	Crushed 3/8
30697	1/24/2022	Gilton Resource Recovery Transfer Facility, Inc.	\$348.82	Solid Waste & Concrete Removal
30698	1/24/2022	Gilton Solid Waste Management, Inc.	\$632.37	Refuse Charges - December
30699	1/24/2022	Giuliani & Kull, Inc.	\$3,252.50	WR# 101 - Engineering Survey Services
30700	1/24/2022	Grainger	\$555.87	Caulk Gun, Screws, Flush Valve
30701	1/24/2022	Grating Pacific, Inc.	\$12,182.34	Steel Grating, Saddle Clips
30702	1/24/2022	Grover Landscape Services, Inc.	\$530.00	Landscaping - December
30703	1/24/2022	Haidlen Ford	\$1,289.86	Exhaust Emission Fluids, Water Pumps, Tensioner, Belts
30704	1/24/2022	Hilmar Lumber, Inc.	\$8,631.08	30"x12" Tee, 30" Elbow, 30"x21" Tee, 15" Elbow
30705	1/24/2022	Hughson Farm Supply	\$9,540.38	Brush Mower 30" Cutting Width
30706	1/24/2022	Hunt & Sons, Inc.	\$16,925.07	Fuel
30707	1/24/2022	Interstate Truck Center	\$400.00	Thermal Pneumatic Clean
30708	1/24/2022	Jorgensen Company	\$537.25	Gas Mix
30709	1/24/2022	Kaiser Foundation Health Plan, Inc.	\$55,205.15	Healthcare Insurance - February
30710	1/24/2022	Knell, Steve	\$67.49	Tunnel Tour With Larsen Pumps - Lunch
30711	1/24/2022	Krohne Inc.	\$8,232.77	16" Krohne Flow Meter Converter Environmag 2000
30712	1/24/2022	Loveall, Michael	\$530.00	Health & Wellness Reimb, Steel Toe Boots Reimb.
30713	1/24/2022	The McClatchy Company, LLC	\$665.00	DSO Recruitment
30714	1/24/2022	McMaster-Carr	\$29.36	Rods
30715	1/24/2022	Mission Uniform Service	\$944.23	Uniform Services
30716	1/24/2022	Modesto Irrigation District	\$386.78	Electricity - December
30717	1/24/2022	Morrill Industries, Inc.	\$6,497.89	18" Starter Coupler, 30" Starter Coupler
30718	1/24/2022	NorCal Kenworth	\$851.75	Blower, Lamp and Filters
30719	1/24/2022	Northern Steel, Inc.	\$33,598.50	Rebar Tied in Place
30720	1/24/2022	Oakdale Automotive Repair & Tire	\$1,470.55	Tire Chains, Firestone 10 Ply Tires, Repair Flat
30721	1/24/2022	Oakdale Auto Parts	\$90.71	Adapters, Bearings
30722	1/24/2022	Oakdale Chamber of Commerce	\$4,750.00	2022 Chocolate Festival and Golf Classic
30723	1/24/2022	Oakdale Leader	\$180.00	Holiday Greeting Ad
30724	1/24/2022	Oakdale High School Sports Booster Club	\$500.00	Support Student Athletics
30725	1/24/2022	Oakdale Chamber Foundation	\$500.00	2022 AG Scholarship Luncheon
30726	1/24/2022	Oak Valley Hospital District	\$150.00	DOT Medical Card Exams
30727	1/24/2022	Oberkamper, Marc	\$215.00	OTRC Flow Measure & Canal Operation - Per Diem
30728	1/24/2022	Office Depot	\$98.11	Office Supplies
30729	1/24/2022	OID Improvement Districts	\$117,818.48	2021 December Reimbursement
30730	1/24/2022	Old Republic Title Company	\$120.32	Refund: 60 Seaman Dr., Oakdale
30731	1/24/2022	Ontel Security Services, Inc.	\$275.00	Security Monitoring - December
30732	1/24/2022	Operating Engineers Union Local No. 3	\$3,417.00	Union Dues - PPE: 01/15/2022
30733	1/24/2022	P G & E	\$16,143.12	Electricity - December
30734	1/24/2022	Pakmail	\$23.02	Shipping Services
30735	1/24/2022	Pape Machinery	\$7,410.14	PSM 60 Inch HD Dig Bucket Profile
30736	1/24/2022	Paris Kincaid & Wasiewski, LLP	\$3,320.00	Legal Matters

Accounts Payable
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Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
30737	1/24/2022	Paso, Mitchell	\$10.00	Easement APN: 062-004-022
30738	1/24/2022	P&D Ventures Inc.	\$2,314.00	Janitorial Services - January
30739	1/24/2022	P & L Concrete Products, Inc.	\$2,135.81	Concrete
30740	1/24/2022	Quadiant Finance USA, Inc.	\$1,000.00	Postage 01/04/2022
30741	1/24/2022	Redwood Health Services	\$3,874.48	125 Cafeteria Plan and Cobra Fees - January
30742	1/24/2022	Samba Holdings, Inc.	\$195.56	Fleet Watch - December
30743	1/24/2022	San Joaquin County Mosquito & Vector Control Dist.	\$27.87	Mosquito Abatement - July 2021 - June 2022
30744	1/24/2022	Sierra Mountain Construction, Inc.	\$865,735.00	South Main Canal Tunnel 8 Rehab
30745	1/24/2022	Skokan, David	\$65.00	Steel Toe Boots Reimbursement
30746	1/24/2022	South San Joaquin Irrigation District	\$7,587.12	Canyon Tunnel & JSC Maintenance - November
30747	1/24/2022	Springbrook Holding Company, LLC	\$117.00	Civic Pay - December
30748	1/24/2022	Stanislaus County Farm Bureau	\$500.00	2022 Training Program Sponsorship Program
30749	1/24/2022	Stanislaus County Fair	\$2,500.00	2022 Stanislaus County Fair Sponsorship Agreement
30750	1/24/2022	Stanislaus County Safety Council	\$150.00	2022 Membership Fee
30751	1/24/2022	SWRCB Accounting Office	\$7,115.84	Small Water System Annual Fees, Annual Permit Fee 07/21-6/22
30752	1/24/2022	Steve Harkrader Trucking	\$24,517.50	Dirt Hauling Services
30753	1/24/2022	STORE Master Funding VII, LLC	\$30,753.70	2022 DSO Lease January-December 2022
30754	1/24/2022	Streamline	\$400.00	Member Web Services - January
30755	1/24/2022	Sutter EAP	\$425.00	4th Quarter Services
30756	1/24/2022	Sutter Health Plus	\$49,413.41	Healthcare Insurance - February
30757	1/24/2022	Target Specialty Products	\$80,901.94	Cleantraxx, Dimension 2EW
30758	1/24/2022	Tesoro Homes, Inc.	\$9,957.26	Warranty Bond Refund
30759	1/24/2022	Teter, LLP	\$62,174.16	WR# 001 - Greger Facility
30760	1/24/2022	Thomson Reuters - West	\$403.15	2021 Employment Laws, Vehicle & Water Code Books
30761	1/24/2022	Tim O'Laughlin A Professional Law Corporation	\$14,880.00	Legal Matters
30762	1/24/2022	TP Express	\$2,550.00	Portable Restroom Rental - January
30763	1/24/2022	Verizon Wireless	\$2,574.81	Cimis Station, Cell Phone and Ipad Charges - December
30764	1/24/2022	Verizon	\$1,512.90	Vehicle Tracking Services - December
30765	1/24/2022	WC Maloney, Inc.	\$800.00	Saw Concrete Wall Services
30766	1/24/2022	White Cap Construction Supply	\$2,867.19	Lathe Stakes, Epoxy Adhesive, Burial Tape
30767	1/24/2022	Wienhoff Drug Testing, Inc.	\$690.00	Non-DOT Random Drug Testing
30768	1/24/2022	Wille Electric Supply Co., Inc.	\$1,274.59	1-1/2" x 10' PVC Conduit, Insecticide, 1-5/8 Channel Strut
			<u>\$2,957,562.93</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
February 1, 2022

THE FOREGOING CLAIMS, NUMBERED 1115211, 1206211 THROUGH 1206213, 1207211 THROUGH 1207213, 1210211 THROUGH 1210215, 1214211 THROUGH 1214212, 1215211 THROUGH 1215212, 1216211, 1221211, 1224211 THROUGH 1224214, 1227211, 1231211, 10620221 THROUGH 10620224, 107221 THROUGH 107229, 111221 THROUGH 111222, 1142022, 1182022, 121221 THROUGH 121227, 30501 THROUGH 30768 INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 4
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICTS' STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve OID Improvement Districts' Statement of Obligations

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Oakdale Irrigation District	November O & M Expenses	\$ 11,927.29

Total Obligations: \$ 11,927.29

FISCAL IMPACT: \$11,927.29

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

0141

DATE: 11-Jan-22		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	November O & M Expense	I.D. #	November O & M Expense		
1	\$1.53	31	\$19.08		Note: Included Misc. Recon. Items
2	9.16	36	4.58		
8	8.40	38	10.69		
13	9.16	41	3,955.69		
19	58.00	45	1,193.28	I.D. #	Construction In Progress
20	3.82	46	3,369.44		
21	5.34	48	20.61		
22	679.80	51	1,756.51		
26	2.29	52	751.22		
29	68.69				
SUB-TOTAL	\$846.19	SUB-TOTAL	\$11,081.10	SUB-TOTAL	\$0.00
			VOUCHER CHARGES		
			Maintenance & Operations		\$11,927.29
			Capital Projects		\$0.00
			Transfers		\$0.00
			TOTAL AMOUNT		\$11,927.29

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2021 - DECEMBER 22, 2021**

CHECK NO.	PAYABLE TO:	AMOUNT	DATE
0129	OAKDALE IRRIGATION DISTRICT	\$ 11,943.30	01/07/2021
0130	OAKDALE IRRIGATION DISTRICT	76,975.22	02/18/2021
0131	OAKDALE IRRIGATION DISTRICT	14,548.53	03/29/2021
0132	OAKDALE IRRIGATION DISTRICT	3,613.20	04/21/2021
0133	OAKDALE IRRIGATION DISTRICT	19,567.70	05/24/2021
0134	OAKDALE IRRIGATION DISTRICT	18,985.61	06/23/2021
0135	OAKDALE IRRIGATION DISTRICT	26,513.88	07/20/2021
0136	VOID		
0137	OAKDALE IRRIGATION DISTRICT	29,325.85	08/24/2021
0138	OAKDALE IRRIGATION DISTRICT	26,646.73	09/17/2021
0139	OAKDALE IRRIGATION DISTRICT	25,540.17	10/19/2021
0140	OAKDALE IRRIGATION DISTRICT	74,248.92	11/22/2021
0141	OAKDALE IRRIGATION DISTRICT	11,927.29	12/22/2021

THE FOREGOING CLAIM NUMBERED 0141 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 5
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE ELEVEN MONTHS ENDING NOVEMBER 30, 2021

RECOMMENDED ACTION: Approve the Treasurer's Report and Financial Statements for the Eleven Months Ending November 30, 2021

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of November 30, 2021. The month ended with \$57.6 million in designated reserves, \$1.4 million in restricted cash and \$12.1 million in operating cash.

The Financial Statements demonstrate the income and expenditures for the District for the eleven months ending November 30, 2021.

As of the financial statement date, the District realized 90.1% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 67.6% of the budgeted expenditures. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

- Treasurer's Report
- Monthly Financial Report (*unaudited*)

Board Motion:

Motion by: _____ Second by: _____

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING NOVEMBER 30, 2021

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING NOVEMBER 30, 2021

PERIOD ENDING	11/30/2021	RATE	10/31/2021	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$172,168.33	0.203%	\$172,168.33	\$0.00
OAK VALLEY COMMUNITY BANK CHECKING	564,709.74		927,943.85	(363,234.11)
OVCB BUSINESS PLUS SAVINGS	1,427,034.49	0.500%	2,076,890.44	(649,855.95)
UNION BANK OF CALIFORNIA	67,508,524.20	0.600%	67,490,797.80	17,726.40
<i>TOTAL TREASURY FUNDS</i>	<u>69,672,436.76</u>		<u>70,667,800.42</u>	<u>(995,363.66)</u>
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,400,748.07		1,474,414.23	(73,666.16)
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	<u>1,400,748.07</u>		<u>1,474,414.23</u>	<u>(73,666.16)</u>
<u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u>	<u>\$71,073,184.83</u>		<u>\$72,142,214.65</u>	<u>(\$1,069,029.82)</u>

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING NOVEMBER 30, 2021

DISTRICT CASH AND CASH EQUIVALENTS		11/30/2021	11/30/2020	NET CHANGE
Beginning Balance: 11/1/2021		\$70,667,800.42		
Receipts / Earnings / Transfers		870,400.38		
Expenditures / Transfers		(1,865,764.04)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	11/30/2021	\$69,672,436.76	\$71,580,624.96	(\$1,908,188.20)

GENERAL FUND

Beginning Balance: 11/1/2021 \$13,117,569.55

RECEIPTS / EARNINGS

Net Investment Income 18,022.67
Collection Receipts 852,377.71
Total Receipts: 870,400.38

EXPENDITURES

Accounts Payable 1,518,887.90
Payroll 346,876.14
Total Expenditures: (1,865,764.04)

BALANCE ON HAND:	11/30/2021	\$12,122,205.89	\$10,214,275.92	\$1,907,929.97
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DESIGNATED FUNDS:

MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE

Beginning Balance: 11/1/2021 \$986,948.22
Transfer from General Fund 0.00
Transfer Funds to General Fund 0.00

BALANCE ON HAND:	11/30/2021	\$986,948.22	\$1,383,417.89	(\$396,469.67)
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JOINT CANYON TUNNEL PROJECT RESERVE

Beginning Balance: 11/1/2021 12,868,576.53
Transfer from General Fund 0.00
Transfer Funds to General Fund 0.00

BALANCE ON HAND:		\$12,868,576.53	\$13,000,000.00	(\$131,423.47)
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CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 11/1/2021 \$8,316,230.53
Transfer from General Fund 0.00
Transfer to General Fund 0.00

BALANCE ON HAND:	11/30/2021	\$8,316,230.53	\$10,964,670.72	(\$2,648,440.19)
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DEBT SERVICE RESERVE - maximum \$21,145,000

Beginning Balance: 11/1/2021 16,000,000.00
Transfer from General Fund 0.00
Transfer Funds to General Fund 0.00

BALANCE ON HAND:		\$16,000,000.00	\$16,000,000.00	\$0.00
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OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING NOVEMBER 30, 2021

DISTRICT CASH AND CASH EQUIVALENTS	11/30/2021	11/30/2020	NET CHANGE
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OPERATING FACILITY PROJECT RESERVE

Beginning Balance: 11/1/2021	5,248,750.70		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	-		
BALANCE ON HAND:	\$5,248,750.70	\$5,507,244.15	(\$258,493.45)

MUNICIPAL CONSERVATIONPROJECT RESERVE

Beginning Balance: 11/1/2021	200,000.00		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$200,000.00	\$200,000.00	\$0.00

RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE

Beginning Balance: 11/1/2021	\$8,238,000.00		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$8,238,000.00	\$8,238,000.00	\$0.00

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 11/1/2021	\$1,072,337.96		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 11/30/2021	\$1,072,337.96	\$1,004,134.14	\$68,203.82

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE

Beginning Balance: 11/1/2021	\$561,967.02		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 11/30/2021	\$561,967.02	\$1,100,000.00	(\$538,032.98)

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

Beginning Balance: 11/1/2021	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 11/30/2021	\$3,075,000.00	\$3,075,000.00	\$0.00

EMPLOYEE COMPENSATION ABSENCES RESERVE

Beginning Balance: 11/1/2021	\$982,419.91		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 11/30/2021	\$982,419.91	\$893,882.14	\$88,537.77

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING NOVEMBER 30, 2021

DISTRICT CASH AND CASH EQUIVALENTS	11/30/2021	11/30/2020	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 11/1/2021	\$1,474,414.23		
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Receipts	582.76		
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Expenditures	(74,248.92)		
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BALANCE ON HAND:	11/30/2021	\$1,400,748.07	\$1,393,184.10	\$7,563.97
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FILED: January 4, 2022

STATE OF CALIFORNIA / COUNTY OF STANISLAUS



445 S. FIGUEROA STREET, SECOND FLOOR
LOS ANGELES, CA 90071

----- manifest line -----

OAKDALE IRRIGATION DISTRICT

1205 EAST 'F' STREET
OAKDALE, CA 95361



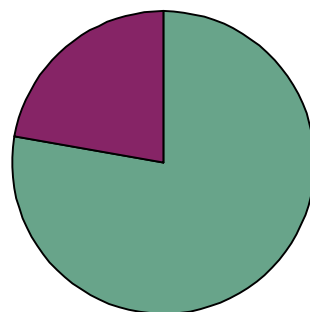
Overview of Total Account Value

Closing Value on 12/31/2020	\$69,709,712.01
Opening Value on 11/01/2021	\$67,183,772.80
Closing Value on 11/30/2021	\$67,148,942.12
Net Change For Period	(\$34,830.68)

Overview of Account by Investment Category

Your Current Portfolio Mix

The primary goal of the Liquidity Management objective is to seek a dependable income stream bearing little or no market risk over the long-term. The major portion of the assets will be cash related. Fixed income securities can be utilized to provide a stable income stream. No Equity securities should be utilized.



	% of Total Account	Market Value	Description
	77.77%	52,224,970.57	Cash & Cash Equivalents
	22.23%	14,923,971.55	Corporate Obligations
	100.00%	\$67,148,942.12	Total Account Value

Account Statement

Statement Period

November 1, 2021 through November 30, 2021

Account Number

Account Name

OAKDALE IRRIGATION DISTRICT

Relationship Manager

Investment Manager

Online Access

unionbank.com/trustandcustody

Contents

Overview of Total Account Value
Principal Portfolio Summary
Unrealized Gain/Loss Summary
Cash Transactions Summary
Asset Detail
Bond Maturity Summary
Transaction Detail





■ **Account Number**

■ **Account Name**
OAKDALE IRRIGATION DIST

Account Statement

■ **Statement Period**

November 1, 2021 through November 30, 2021

Principal Portfolio Summary

■ Description	Market Value	Percentage of Portfolio	Current Yield
Cash & Cash Equivalents	52,224,970.57	77.77%	0.07%
Corporate Obligations	14,923,971.55	22.23%	2.45%
Total Principal Portfolio	\$67,148,942.12	100.00%	0.60%

Unrealized Gain/Loss Summary

■ Description	Cost Basis	Market Value	Gain/Loss
Cash & Cash Equivalents	52,216,863.48	52,224,970.57	8,107.09
Corporate Obligations	15,291,660.72	14,923,971.55	(367,689.17)
Total Gain/Loss	\$67,508,524.20	\$67,148,942.12	(\$359,582.08)

Cash Transactions Summary

■	Principal Cash
Receipts	
Dividend	307.21
Interest	17,419.19
Sales	6,989,283.61
Maturities/Redemptions	6,393,174.56
Total Receipts	\$13,400,184.57
Disbursements	
Purchases	(13,400,184.57)
Total Disbursements	(\$13,400,184.57)
Total Net Transactions	\$0.00



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

November 1, 2021 through November 30, 2021

Asset Detail - Principal Portfolio

Cash & Cash Equivalents

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Money Market Funds								
FIDELITY INSTL CASH PORTFOLIOS U S GOVT PORTFOLIO CL-I #57 ***CASH MANAGEMENT SWEEP*** 316175108	31617510S	35,589,033.0700	35,589,033.07	35,589,033.07	1.0000 11/30/2021	53.00%	0.01%	3,559.26
Disc Comm'l Paper/Bnker Acct								
TOYOTA MOTOR CREDIT CO DISC COML PAPER DTD 3/12/21 12/7/21	89233GZ74	2,000,000.0000	1,997,000.00	1,999,980.00	99.9990 11/30/2021	2.98%	0.20%	4,055.56
AUSTRALIA AND NEW ZEALAND BNK GRP LT D DISC COML PAPER DTD 3/24/21 12/20/21	05253AZL7	2,100,000.0000	2,096,850.00	2,099,916.00	99.9960 11/30/2021	3.13%	0.20%	4,258.33
NATIONAL BANK OF CANADA DISC COML PAPER DTD 05/04/21 02/04/22	63307MB40	1,950,000.0000	1,948,507.17	1,949,434.50	99.9710 11/30/2021	2.90%	0.13%	2,570.20
NATIONAL BANK OF CANADA DISC COML PAPER DTD 02/12/21 02/11/22	63307MBB4	750,000.0000	749,315.63	749,760.00	99.9680 11/30/2021	1.12%	0.15%	1,140.62
PROVINCE OF ALBERTA DISC COML PAPER DTD 07/16/21 04/14/22	01306NDE5	2,850,000.0000	2,846,874.00	2,847,777.00	99.9220 11/30/2021	4.24%	0.16%	4,623.33
COOPERATIVE CENTRALE DISC COML PAPER DTD 8/9/2021 5/3/2022	21687BE31	3,000,000.0000	2,997,270.00	2,997,060.00	99.9020 11/30/2021	4.45%	0.20%	5,896.15





■ **Account Number**

■ **Account Name**
OAKDALE IRRIGATION DIST

Account Statement

■ **Statement Period**

November 1, 2021 through November 30, 2021

Asset Detail - Principal Portfolio (continued)

■ **Cash & Cash Equivalents**

<i>Asset Name</i>	<i>Asset Identifier</i>	<i>Shares/ Units Held</i>	<i>Cost Basis</i>	<i>Market Value</i>	<i>Price/ Date Priced</i>	<i>Percentage of Portfolio</i>	<i>Current Yield</i>	<i>Estimated Annual Income</i>
Disc Comm'l Paper/Bnkr Accept								
LLOYDS BK CORPORATE MKTS PLC DISC COML PAPER DTD 11/8/2021 8/5/2022	53948BH51	3,000,000.0000	2,994,082.50	2,994,030.00	99.8010 11/30/2021	4.46%	0.27%	8,212.50
ROYAL BANK OF CANADA DISC COML PAPER DTD 8/10/2021 8/9/2022	78015DH94	1,000,000.0000	997,931.11	997,980.00	99.7980 11/30/2021	1.49%	0.28%	2,828.26
Total Cash & Cash Equivalents			\$52,216,863.48	\$52,224,970.57		77.77%	0.07%	\$37,144.21

■ **Corporate Obligations**

<i>Asset Name</i>	<i>Asset Identifier</i>	<i>Shares/ Units Held</i>	<i>Cost Basis</i>	<i>Market Value</i>	<i>Price/ Date Priced</i>	<i>Percentage of Portfolio</i>	<i>Current Yield</i>	<i>Estimated Annual Income</i>
Corporate Bonds								
BANK AMER CORP 3.3000% 1/11/2023	06051GEU9	3,150,000.0000	3,336,921.00	3,242,925.00	102.9500 11/30/2021	4.82%	3.21%	103,950.00
JPMORGAN CHASE & CO SR NOTES DTD 01/25/2013 3.20% 01/25/2023	46625HJH4	1,833,000.0000	1,937,187.72	1,887,715.05	102.9850 11/30/2021	2.81%	3.11%	58,656.00
BANK NEW YORK MELLON CORP 2.9500% 1/29/2023	06406RAE7	2,750,000.0000	2,917,337.50	2,819,630.00	102.5320 11/30/2021	4.20%	2.88%	81,125.00
BERKSHIRE HATHAWAY INC DTD 02/11/2013 3.00% 02/11/2023	084670BJ6	1,475,000.0000	1,573,456.25	1,515,946.00	102.7760 11/30/2021	2.26%	2.92%	44,250.00
APPLE INC 5/11/2023	037833DV9	2,825,000.0000	2,857,572.25	2,831,723.50	100.2380 11/30/2021	4.22%	0.75%	21,187.50



■ **Account Number**

■ **Account Name**
OAKDALE IRRIGATION DIST

Account Statement

■ **Statement Period**

November 1, 2021 through November 30, 2021

Asset Detail - Principal Portfolio (continued)

■ **Corporate Obligations**

<i>Asset Name</i>	<i>Asset Identifier</i>	<i>Shares/ Units Held</i>	<i>Cost Basis</i>	<i>Market Value</i>	<i>Price/ Date Priced</i>	<i>Percentage of Portfolio</i>	<i>Current Yield</i>	<i>Estimated Annual Income</i>
Corporate Bonds								
TOYOTA MTR CR CORP FR 0.5000% 8/14/2023	89236THF5	1,250,000.0000	1,251,250.00	1,245,900.00	99.6720 11/30/2021	1.86%	0.50%	6,250.00
JPMORGAN CHASE & CO 3.8750% 2/1/2024	46625HJT8	1,300,000.0000	1,417,936.00	1,380,132.00	106.1640 11/30/2021	2.06%	3.65%	50,375.00
Total Corporate Obligations			\$15,291,660.72	\$14,923,971.55		22.23%	2.45%	\$365,793.50
Total Principal Portfolio			\$67,508,524.20	\$67,148,942.12		100.00%	0.60%	\$402,937.71
Total Account Values			\$67,508,524.20	\$67,148,942.12		100.00%	0.60%	\$402,937.71





Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

November 1, 2021 through November 30, 2021

Bond Maturity Summary

	Face Value	Par Value	Cost Basis	Market Value	Percentage of Bond Market Value
2021		4,100,000.000	4,093,850.00	4,099,896.00	12.99%
2022		12,550,000.000	12,533,980.41	12,536,041.50	39.72%
2023		13,283,000.000	13,873,724.72	13,543,839.55	42.92%
2024		1,300,000.000	1,417,936.00	1,380,132.00	4.37%
2025					
2026					
2027					
2028					
2029					
2030					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
Total	\$0.00	31,233,000.000	\$31,919,491.13	\$31,559,909.05	100.00%

Transaction Detail

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
Beginning Balance				\$0.00	\$67,490,797.80
11/01/21	Dividend	CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 10/1/21 TO 10/31/21	31617510S	307.21	
11/01/21	Purchases	PURCHASED 307.21 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 11/01/21	31617510S	(307.21)	307.21
11/09/21	Maturities/Redemptions	MATURED 3,400,000 PAR VALUE OF ROYAL BK CDA DC/P 11/09/21 TRADE DATE 11/09/21 3,400,000 PAR VALUE AT 100 %	78013VY97	3,396,312.89	(3,396,312.89)



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

November 1, 2021 through November 30, 2021

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
11/09/21	Interest	CASH RECEIPT OF INTEREST EARNED ON ROYAL BK CDA DC/P 11/09/21 0/\$1 PV ON 3,400,000 PAR VALUE DUE 11/9/2021 3,400,000 PAR VALUE AT 100 %	78013VY97	3,687.11	
11/09/21	Purchases	PURCHASED 3,400,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 11/09/21	31617510S	(3,400,000.00)	3,400,000.00
11/12/21	Interest	CASH RECEIPT OF INTEREST EARNED ON APPLE INC 0.750% 5/11/23 0.00375/\$1 PV ON 2,825,000 PAR VALUE DUE 11/11/202	037833DV9	10,593.75	
11/12/21	Purchases	PURCHASED 10,593.75 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 11/12/21	31617510S	(10,593.75)	10,593.75
11/15/21	Sales	SOLD 2,994,082.5 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 11/15/21	31617510S	2,994,082.50	(2,994,082.50)
11/15/21	Maturities/Redemptions	MATURED 3,000,000 PAR VALUE OF TORONTO-DOMINION B DC/P TRADE DATE 11/15/21 3,000,000 PAR VALUE AT 100 %	89119AYF9	2,996,861.67	(2,996,861.67)
11/15/21	Interest	CASH RECEIPT OF INTEREST EARNED ON TORONTO-DOMINION B DC/P 0/\$1 PV ON 3,000,000 PAR VALUE DUE 11/15/2021 3,000,000 PAR VALUE AT 100 %	89119AYF9	3,138.33	
11/15/21	Purchases	PURCHASED 3,000,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 11/15/21	31617510S	(3,000,000.00)	3,000,000.00





Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

November 1, 2021 through November 30, 2021

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
11/15/21	Purchases	PURCHASED 3,000,000 PAR VALUE OF LLOYDS BK CORPORATE MKTS PL 8/05/22 TRADE DATE 11/15/21 PURCHASED THROUGH WACHOVIA CAPITAL MARKETS, LLC. 3,000,000 PAR VALUE AT 99.80275 %	53948BH51	(2,994,082.50)	2,994,082.50
11/16/21	Purchases	PURCHASED 2,000,000 PAR VALUE OF COOPERATIVE CENTRALE DC/P 5/03/22 TRADE DATE 11/15/21 PURCHASED THROUGH BNY CAPITAL MARKETS, INC. 2,000,000 PAR VALUE AT 99.909 %	21687BE31	(1,998,180.00)	1,998,180.00
11/16/21	Purchases	PURCHASED 1,000,000 PAR VALUE OF COOPERATIVE CENTRALE DC/P 5/03/22 TRADE DATE 11/15/21 PURCHASED THROUGH BNY CAPITAL MARKETS, INC. 1,000,000 PAR VALUE AT 99.909 %	21687BE31	(999,090.00)	999,090.00
11/16/21	Purchases	PURCHASED 1,000,000 PAR VALUE OF ROYAL BK CDA DC/P 8/09/22 TRADE DATE 11/15/21 PURCHASED THROUGH CHASE SECURITIES, INC. 1,000,000 PAR VALUE AT 99.793111 %	78015DH94	(997,931.11)	997,931.11
11/16/21	Sales	SOLD 3,995,201.11 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 11/16/21	31617510S	3,995,201.11	(3,995,201.11)
Net Activity				\$0.00	\$17,726.40
Ending Balance				\$0.00	\$67,508,524.20

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

November 30, 2021

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT



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Oakdale Irrigation District

Statement of Net Position



	For the month ending November 30, 2021		
	2021	2020	Change
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 2,164,663	\$ 1,795,923	\$ 368,740
Restricted Cash and cash equivalents	1,400,748	1,393,184	7,564
Investments	67,508,524	69,785,452	(2,276,928)
Receivables			
Accrued Interest	-	-	-
Annexation fees	(62,872)	(53,610)	(9,262)
Agricultural water fees	2,672,997	2,373,084	299,913
Property Taxes Receivable	-	-	-
Due from other governmental agencies	89,987	268,894	(178,907)
Miscellaneous	35,324	11,006	24,318
Domestic water fees	3,461	9,416	(5,955)
Inventory of materials and supplies	670,263	708,045	(37,782)
Prepaid expenses	648,358	719,531	(71,173)
Due from Improvement Districts	4,244	7,527	(3,284)
Total current assets	75,135,695	77,018,452	(1,882,756)
Noncurrent assets:			
Accounts receivable - delinquencies	12,793	21,752	(8,959)
Due from other governmental agencies	297,277	122,374	174,903
Annexation fees receivable	12,659,858	13,623,177	(963,319)
Investments in Tri-Dam Project	42,526,117	45,331,728	(2,805,611)
Capital assets:			
Not being depreciated	8,445,164	6,000,318	2,444,845
Being depreciated, net	101,881,727	103,804,830	(1,923,102)
Total noncurrent assets	165,822,936	168,904,180	(3,081,243)
Total assets	240,958,630	245,922,631	(4,964,000)
Deferred outflows of resources			
Pensions	799,404	698,861	100,543
Bonds	2,948,136	3,111,921	(163,785)
Total deferred outflows of resources	3,747,540	3,810,782	(63,242)
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	244,706,170	249,733,413	(5,027,242)
LIABILITIES			
Current liabilities:			
Payable from nonrestricted assets			
Accounts payable	106,431	80,384	26,047
Accrued salaries, wages and related benefits	1,193,548	1,033,642	159,907
Unearned revenue	2,539,535	2,515,599	23,937
Deposits payable	49,392	304,425	(255,033)
Due to Improvement Districts	73,280	62,842	10,438
Claims payable	25,001	1	25,000
Interest expense payable	-	-	-
Long-term liabilities, due within one-year	-	7,675	(7,675)
Total current liabilities	3,987,187	4,004,567	(17,380)
Noncurrent liabilities:			
Long-term liabilities, due in more than one-year, net	25,316,287	26,388,029	(1,071,741)
Pensions	5,090,115	4,526,215	563,900
Total noncurrent liabilities	30,406,402	30,914,244	(507,841)
TOTAL LIABILITIES	34,393,590	34,918,812	(525,221)
DEFERRED INFLOWS OF RESOURCES			
Pensions	36,305	79,132	(42,827)
Total deferred inflows of resources	36,305	79,132	(42,827)
Net Position			
Net investment in capital assets	86,932,310	85,216,485	1,715,825
Restricted	1,400,748	1,393,184	7,564
Unrestricted	121,943,217	128,125,800	(6,182,583)
TOTAL NET POSITION	\$ 210,276,275	\$ 214,735,469	\$ (4,459,194)

FOR INTERNAL REPORTING PURPOSES ONLY

Oakdale Irrigation District
Statement of Revenues, Expenses, and Changes in net position
For the Month Ended November 30, 2021



	Current Month	YTD Actual	2021 Budget	Budget Remaining	% of 2021 Budget Remaining
Operating revenues:					
Agricultural water deliver charges (base rate)	\$ -	\$ 2,129,441	\$ 2,129,445	\$ 4	0%
Water sales	755,408	2,266,665	1,992,955	(273,710)	-14%
Domestic water delivery fee	11,644	210,283	235,000	24,717	11%
Improvement District Fees	-	46,060	46,060	0	0%
Other water related revenues	1,891	54,403	55,000	597	1%
Total operating revenues	768,943	4,706,852	4,458,460	(248,392)	-6%
Operating expenses:					
Operation and maintenance	460,856	5,349,884	6,029,250	679,366	11%
Water operations	159,870	3,652,526	3,853,500	200,974	5%
General and administrative	215,183	2,441,596	2,697,900	256,304	10%
Depreciation / amortization	274,310	3,088,380	3,386,300	297,920	9%
Total operating expenses	1,110,220	14,532,386	15,966,950	1,434,564	9%
Operating Income (loss)	(341,277)	(9,825,535)	(11,508,490)	(1,682,956)	15%
Nonoperating revenues (expenses):					
County property tax appropriations	-	1,620,720	3,175,000	1,554,280	49%
Net Investment income (loss)	17,323	504,699	732,000	227,301	31%
Gain (loss) sale of assets	-	118,728	-	-	0%
Debt service interest	-	(605,433)	(1,168,935)	(563,502)	48%
Tri-Dam Project distributions	-	5,479,000	5,479,000	0	0%
Tri-Dam Power Authority distributions	-	1,252,000	1,252,000	0	0%
Other non-operating revenue	1,000	133,340	253,065	119,725	47%
Total non-operating rev. (exp.)	18,323	8,503,054	9,722,130	1,218,079	13%
	(322,954)	(1,322,481)	(1,786,360)	(464,877)	26%
Capital contributions	-	18,500	-	(18,500)	0%
Change in net position	\$ (322,954)	\$ (1,303,981)	\$ (1,786,360)	\$ (483,377)	27%
Capital expenditures & debt obligations	\$ 377,896	\$ 4,120,799	\$ 10,979,250	\$ 6,858,451	62%

Oakdale Irrigation District
Revenues
For the Month Ended November 30, 2021



	Current Month	YTD Actual	2021 Budget	Budget Remaining	% of 2021 Budget Remaining
Operating revenues					
Agricultural water service fees					
Tier 1	\$ -	\$ 1,885,842	\$ 1,885,845	\$ 3	0%
Tier 2	-	243,599	243,600	1	0%
Water sales					
Tier 1	321,977	751,541	672,955	(78,586)	-12%
Tier 2	285,313	848,832	720,000	(128,832)	-18%
Local out-of-district	148,118	603,671	600,000	(3,671)	-1%
Out-of-district	-	62,620	-	(62,620)	0%
Domestic water sales	11,644	210,283	235,000	24,717	11%
Improvement District Admin Fees	-	46,060	46,060	0	0%
Miscellaneous revenues					
Service Charges & Penalties	1,891	54,403	55,000	597	1%
Total Operating Revenue	<u>768,943</u>	<u>4,706,852</u>	<u>4,458,460</u>	<u>(248,392)</u>	<u>-6%</u>
Non-operating revenues					
County property tax appropriations	-	1,620,720	3,175,000	1,554,280	49%
District Rental Properties	1,000	14,000	15,000	1,000	7%
Domestic Annexation Revenue	-	119,340	119,340	-	0%
Investment earnings					
Investment earnings (Loss)	18,023	238,363	332,000	93,637	28%
Other Interest income	7	283,919	400,000	116,081	29%
Gain (loss) sale of assets	-	118,728	118,725	(3)	0%
Change in investment Tri-Dam Project	-	5,479,000	5,479,000	-	0%
Change in investment Tri-Dam Authority	-	1,252,000	1,252,000	-	0%
Total Nonoperating Revenues	<u>19,030</u>	<u>9,126,070</u>	<u>10,891,065</u>	<u>1,764,995</u>	<u>16%</u>
Capital Contributions	-	18,500	18,500	-	0%
Total Revenues	<u>\$ 787,973</u>	<u>\$ 13,851,422</u>	<u>\$ 15,368,025</u>	<u>\$ 1,516,603</u>	<u>10%</u>

Oakdale Irrigation District
Operating Expenses Summary
For the Month Ended November 30, 2021



	Current Month	YTD Actual	2021 Budget	Budget Remaining	% of 2021 Budget Remaining
Operating expenses					
Maintenance					
SSJID Main Supply Diversion Works	\$ 13,831	\$ 46,387	\$ 125,000	\$ 78,613	63%
North Main Canal Maintenance	130,025	411,215	431,070	19,855	5%
South Main Canal Maintenance	60,391	377,342	426,825	49,483	12%
Irrigation Water Lateral Maint-North Side	107,450	1,930,557	1,704,845	(225,712)	-13%
Irrigation Water Lateral Maint - South Side	58,391	1,101,543	1,533,380	431,837	28%
Pumping Plant Operations and Maintenance	12,604	360,464	461,860	101,396	22%
Drainage System Maintenance	3,457	310,650	401,930	91,280	23%
Building and Grounds Maintenance	28,037	249,711	280,910	31,199	11%
Vehicle and Equipment Maintenance	46,670	562,017	663,430	101,413	15%
Total Maintenance	460,856	5,349,884	6,029,250	679,366	11%
Water Operations					
Domestic Water System Maintenance	26,818	363,419	492,460	129,041	26%
Irrigation Water Operations - North Division	68,721	1,661,106	1,692,380	31,274	2%
Irrigation Water Operations - South Division	59,470	1,593,811	1,622,800	28,989	2%
Drainage Water Operations	3,805	22,489	21,980	(509)	-2%
Water Measurement Management	1,057	11,701	23,880	12,179	51%
Total Water Operations	159,870	3,652,526	3,853,500	200,974	5%
General and Administrative					
General and Administrative	215,183	2,441,596	2,697,900	256,304	10%
Depreciation and Amortization	274,310	3,088,380	3,386,300	297,920	9%
Total General, Administrative and Depreciation	489,493	5,529,976	6,084,200	554,224	9%
Total Operating expenses	1,110,220	14,532,386	15,966,950	1,434,564	9%
Non-operating expenses					
Interest and investment expenses	707	623,016	1,168,935	545,919	47%
Total non-operating expenses	707	623,016	1,168,935	545,919	47%
Total Expenses	\$ 1,110,926	\$ 15,155,402	\$ 17,135,885	\$ 1,980,483	12%

Oakdale Irrigation District
Capital and Debt Expenditures
For the Month Ended November 30, 2021



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2021 YTD ACTUAL	2021 AMENDED BUDGET
00-000-15200-00	Capital Work	Capital construction projects (Water Resources Plan)		
		Canal and Lateral Rehabilitation	\$ 199,505	\$ 400,000
		Domestic Water Projects	-	425,000
		Flow Control and Measurement Structures	259,090	1,400,000
		Irrigation Service Turnout Replacement	317,661	1,176,100
		Main Canals and Tunnels Improvement Projects	80,801	110,000
		Miscellaneous in-system improvements	-	-
		New and Replacement Groundwater Wells	-	-
		North Side Regulating Reservoir	-	-
		Outflow Management Projects	-	100,000
		Pipeline Replacement	711,903	1,290,000
		Reclamation Projects	-	-
		Subtotal for Water Resources Plan Improvements	1,568,960	4,901,100
		Tunnel 8 Rehabilitation Project	-	2,500,000
		Ag Pump Replacements	42,692	130,350
		Asset Management Program Implementation	3,620	-
		Operating Headquarters Design	374,399	965,000
		Canyon Tunnel-Joint with SSJID (900k x 28%)	329,218	300,000
		Joint Main Canal Stabilization project (800k x 28%)	409,511	330,000
		South Main Canal - Tunnel 9 downstream design	8,653	80,000
		North Main Canal Seepage Mitigation Project-90% Design	9,492	60,000
			2,746,544	9,266,450
00-000-15183-00	Miscellaneous Construction Equipment			
		Masticator for Mini Excavator	-	15,000
		Masticator for SK140	-	36,000
		Portable welder (2)	13,337	15,000
		Rake Attachment	-	8,000
		Underground Utility Locators (\$2,500 each x 10)	5,608	25,000
		Underground Utility Scanner	21,427	32,000
		Drone (equipment and training)	-	3,300
			40,372	134,300
00-000-15184-00	Autos/Pickups/Trucks/ Trailers			
		1/2 Ton Pickup 2WD	30,567	31,000
		1/2 Ton Pickup 4WD	34,332	34,500
		2wd SUV	34,261	38,000
		Control System for Spray Truck	8,591	-
		Dump truck, 3-axle	-	185,000
		Water Truck 2 axle	136,409	150,000
		Water Truck 3 axle	210,934	220,000
			455,094	658,500
00-000-15185-00	Shop/Whse/Yard			
		Fuel Island Upgrade	-	20,000
		Warehouse/Pest Office A/C Replacement	6,200	-
		Fleet Tracking software Upgrade	-	20,000
			6,200	40,000
00-000-15187-00	Office and Engineering Equipment			
		Computer upgrades and replacements	7,589	15,000
			7,589	15,000
		TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES		
00-000-22320-00	Current portion - COP Debt		3,255,799	10,114,250
	TOTAL CAPITAL AND DEBT EXPENDITURES		865,000	865,000
			\$ 4,120,799	\$ 10,979,250

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 6
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AS OF DECEMBER 31, 2021

RECOMMENDED ACTION: Approve the Treasurer's Report as of December 31, 2021

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of December 31, 2021. The month ended with \$57.6 million in designated reserves, \$1.5 million in restricted cash and \$12.6 million in operating cash.

The Financial Statements for the year ending December 31, 2021 will be provided once the final invoices are received and final adjustments made.

FISCAL IMPACT: None

ATTACHMENTS:

➤ Treasurer's Report

Board Motion:

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

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING DECEMBER 31, 2021

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING DECEMBER 31, 2021

PERIOD ENDING	12/31/2021	RATE	11/30/2021	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$171,727.43	0.203%	\$172,168.33	(\$440.90)
OAK VALLEY COMMUNITY BANK CHECKING	941,725.05		564,709.74	377,015.31
OVCB BUSINESS PLUS SAVINGS	1,954,210.36	0.500%	1,427,034.49	527,175.87
UNION BANK OF CALIFORNIA	67,125,429.31	0.600%	67,508,524.20	(383,094.89)
<i>TOTAL TREASURY FUNDS</i>	70,193,092.15		69,672,436.76	520,655.39
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,459,357.16		1,400,748.07	58,609.09
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	1,459,357.16		1,400,748.07	58,609.09
<u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u>	<u>\$71,652,449.31</u>		<u>\$71,073,184.83</u>	<u>\$579,264.48</u>

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2021

DISTRICT CASH AND CASH EQUIVALENTS		12/31/2021	12/31/2020	NET CHANGE
Beginning Balance: 12/1/2021		\$69,672,436.76		
Receipts / Earnings / Transfers		1,891,685.52		
Expenditures / Transfers		(1,371,030.13)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	12/31/2021	\$70,193,092.15	\$71,971,936.34	(\$1,778,844.19)

GENERAL FUND

Beginning Balance: 12/1/2021 \$12,122,205.89

RECEIPTS / EARNINGS

Net Investment Income (383,156.51)

Collection Receipts 2,274,842.03

Total Receipts: 1,891,685.52

EXPENDITURES

Accounts Payable 1,025,418.74

Payroll 345,611.39

Total Expenditures: (1,371,030.13)

BALANCE ON HAND:	12/31/2021	\$12,642,861.28	\$10,605,587.30	\$2,037,273.98
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DESIGNATED FUNDS:

MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE

Beginning Balance: 12/1/2021 \$986,948.22

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:	12/31/2021	\$986,948.22	\$1,383,417.89	(\$396,469.67)
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JOINT CANYON TUNNEL PROJECT RESERVE

Beginning Balance: 12/1/2021 12,868,576.53

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:		\$12,868,576.53	\$13,000,000.00	(\$131,423.47)
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CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 12/1/2021 \$8,316,230.53

Transfer from General Fund 0.00

Transfer to General Fund 0.00

BALANCE ON HAND:	12/31/2021	\$8,316,230.53	\$10,964,670.72	(\$2,648,440.19)
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DEBT SERVICE RESERVE - maximum \$21,145,000

Beginning Balance: 12/1/2021 16,000,000.00

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:		\$16,000,000.00	\$16,000,000.00	\$0.00
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OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2021

DISTRICT CASH AND CASH EQUIVALENTS	12/31/2021	12/31/2020	NET CHANGE
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OPERATING FACILITY PROJECT RESERVE

Beginning Balance: 12/1/2021	5,248,750.70		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	-		
BALANCE ON HAND:	\$5,248,750.70	\$5,507,244.15	(\$258,493.45)

MUNICIPAL CONSERVATIONPROJECT RESERVE

Beginning Balance: 12/1/2021	200,000.00		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$200,000.00	\$200,000.00	\$0.00

RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE

Beginning Balance: 12/1/2021	\$8,238,000.00		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$8,238,000.00	\$8,238,000.00	\$0.00

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 12/1/2021	\$1,072,337.96		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 12/31/2021	\$1,072,337.96	\$1,004,134.14	\$68,203.82

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE

Beginning Balance: 12/1/2021	\$561,967.02		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 12/31/2021	\$561,967.02	\$1,100,000.00	(\$538,032.98)

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

Beginning Balance: 12/1/2021	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 12/31/2021	\$3,075,000.00	\$3,075,000.00	\$0.00

EMPLOYEE COMPENSATION ABSENCES RESERVE

Beginning Balance: 12/1/2021	\$982,419.91		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 12/31/2021	\$982,419.91	\$893,882.14	\$88,537.77

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2021

DISTRICT CASH AND CASH EQUIVALENTS	12/31/2021	12/31/2020	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 12/1/2021	\$1,400,748.07		
Receipts	73,309.79		
Expenditures	(14,700.70)		
BALANCE ON HAND: 12/31/2021	\$1,459,357.16	\$1,395,711.36	\$63,645.80

FILED: January 24, 2022 STATE OF CALIFORNIA / COUNTY OF STANISLAUS



445 S. FIGUEROA STREET, SECOND FLOOR
LOS ANGELES, CA 90071

----- manifest line -----

OAKDALE IRRIGATION DISTRICT

1205 EAST 'F' STREET
OAKDALE, CA 95361



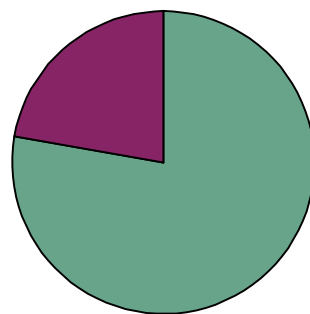
Overview of Total Account Value

Closing Value on 12/31/2020	\$69,709,712.01
Opening Value on 12/01/2021	\$67,148,942.12
Closing Value on 12/31/2021	\$67,125,429.31
Net Change For Period	(\$23,512.81)

Overview of Account by Investment Category

Your Current Portfolio Mix

The primary goal of the Liquidity Management objective is to seek a dependable income stream bearing little or no market risk over the long-term. The major portion of the assets will be cash related. Fixed income securities can be utilized to provide a stable income stream. No Equity securities should be utilized.



% of Total Account	Market Value	Description
77.81%	52,228,938.10	Cash & Cash Equivalents
22.19%	14,896,491.21	Corporate Obligations
100.00%	\$67,125,429.31	Total Account Value

Account Statement

Statement Period

December 1, 2021 through December 31, 2021

Account Number

Account Name

OAKDALE IRRIGATION DISTRICT

Relationship Manager

Investment Manager

Online Access

Contents

- Overview of Total Account Value
 - Principal Portfolio Summary
 - Unrealized Gain/Loss Summary
 - Cash Transactions Summary
 - Asset Detail
 - Bond Maturity Summary
 - Transaction Detail
 - Realized Gain/Loss Summary





■ **Account Number**

■ **Account Name**
OAKDALE IRRIGATION DIST

Account Statement

■ **Statement Period**

December 1, 2021 through December 31, 2021

Principal Portfolio Summary

■ Description	Market Value	Percentage of Portfolio	Current Yield
Cash & Cash Equivalents	52,228,938.10	77.81%	0.08%
Corporate Obligations	14,896,491.21	22.19%	2.46%
Total Principal Portfolio	\$67,125,429.31	100.00%	0.60%

Unrealized Gain/Loss Summary

■ Description	Cost Basis	Market Value	Gain/Loss
Cash & Cash Equivalents	52,223,670.79	52,228,938.10	5,267.31
Corporate Obligations	15,291,660.72	14,896,491.21	(395,169.51)
Total Gain/Loss	\$67,515,331.51	\$67,125,429.31	(\$389,902.20)

Cash Transactions Summary

■	Principal Cash
Receipts	
Dividend	301.42
Interest	6,150.00
Other Income	355.89
Sales	4,042,477.53
Maturities/Redemptions	4,093,850.00
Total Receipts	\$8,143,134.84
Disbursements	
Purchases	(8,143,134.84)
Total Disbursements	(\$8,143,134.84)
Total Net Transactions	\$0.00



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2021 through December 31, 2021

Asset Detail - Principal Portfolio

Cash & Cash Equivalents

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Money Market Funds								
FIDELITY INSTL CASH PORTFOLIOS U S GOVT PORTFOLIO CL-I #57 ***CASH MANAGEMENT SWEEP*** 316175108	31617510S	35,647,212.8500	35,647,212.85	35,647,212.85	1.0000 12/31/2021	53.11%	0.01%	3,565.08
Disc Comm'l Paper/Bnker Accpt								
NATIONAL BANK OF CANADA DISC COML PAPER DTD 05/04/21 02/04/22	63307MB40	1,950,000.0000	1,948,507.17	1,949,766.00	99.9880 12/31/2021	2.90%	0.13%	2,570.20
NATIONAL BANK OF CANADA DISC COML PAPER DTD 02/12/21 02/11/22	63307MBB4	750,000.0000	749,315.63	749,895.00	99.9860 12/31/2021	1.12%	0.15%	1,140.62
NATIXIS NY DISC COML PAPER DTD 6/9/2021 3/4/2022	63873KC47	297,000.0000	296,861.48	296,925.75	99.9750 12/31/2021	0.44%	0.23%	683.24
ROYAL BANK OF CANADA DISC COML PAPER DTD 9/7/2021 4/1/2022	78015DD15	2,000,000.0000	1,998,765.56	1,999,080.00	99.9540 12/31/2021	2.98%	0.22%	4,417.36
PROVINCE OF ALBERTA DISC COML PAPER DTD 07/16/21 04/14/22	01306NDE5	2,850,000.0000	2,846,874.00	2,848,318.50	99.9410 12/31/2021	4.24%	0.16%	4,623.33
COOPERATIVE CENTRALE DISC COML PAPER DTD 8/9/2021 5/3/2022	21687BE31	3,000,000.0000	2,997,270.00	2,997,900.00	99.9300 12/31/2021	4.47%	0.20%	5,896.15





■ **Account Number**

■ **Account Name**
OAKDALE IRRIGATION DIST

Account Statement

■ **Statement Period**

December 1, 2021 through December 31, 2021

Asset Detail - Principal Portfolio (continued)

■ **Cash & Cash Equivalents**

<i>Asset Name</i>	<i>Asset Identifier</i>	<i>Shares/ Units Held</i>	<i>Cost Basis</i>	<i>Market Value</i>	<i>Price/ Date Priced</i>	<i>Percentage of Portfolio</i>	<i>Current Yield</i>	<i>Estimated Annual Income</i>
Disc Comm'l Paper/Bnkr Accept								
TOYOTA MOTOR CREDIT CO DISC COML PAPER DTD 10/10/2021 7/7/2022	89233HG73	1,750,000.0000	1,746,850.49	1,747,480.00	99.8560 12/31/2021	2.60%	0.31%	5,474.15
LLOYDS BK CORPORATE MKTS PLC DISC COML PAPER DTD 11/8/2021 8/5/2022	53948BH51	3,000,000.0000	2,994,082.50	2,994,300.00	99.8100 12/31/2021	4.46%	0.27%	8,212.50
ROYAL BANK OF CANADA DISC COML PAPER DTD 8/10/2021 8/9/2022	78015DH94	1,000,000.0000	997,931.11	998,060.00	99.8060 12/31/2021	1.49%	0.28%	2,828.26
Total Cash & Cash Equivalents			\$52,223,670.79	\$52,228,938.10		77.81%	0.08%	\$39,410.89

■ **Corporate Obligations**

<i>Asset Name</i>	<i>Asset Identifier</i>	<i>Shares/ Units Held</i>	<i>Cost Basis</i>	<i>Market Value</i>	<i>Price/ Date Priced</i>	<i>Percentage of Portfolio</i>	<i>Current Yield</i>	<i>Estimated Annual Income</i>
Corporate Bonds								
BANK AMER CORP 3.3000% 1/11/2023	06051GEU9	3,150,000.0000	3,336,921.00	3,236,215.50	102.7370 12/31/2021	4.82%	3.21%	103,950.00
JPMORGAN CHASE & CO SR NOTES DTD 01/25/2013 3.20% 01/25/2023	46625HJH4	1,833,000.0000	1,937,187.72	1,882,710.96	102.7120 12/31/2021	2.80%	3.12%	58,656.00
BANK NEW YORK MELLON CORP 2.9500% 1/29/2023	06406RAE7	2,750,000.0000	2,917,337.50	2,810,692.50	102.2070 12/31/2021	4.19%	2.89%	81,125.00



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2021 through December 31, 2021

Asset Detail - Principal Portfolio (continued)

Corporate Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Corporate Bonds								
BERKSHIRE HATHAWAY INC DTD 02/11/2013 3.00% 02/11/2023	084670BJ6	1,475,000.0000	1,573,456.25	1,512,553.50	102.5460 12/31/2021	2.25%	2.93%	44,250.00
APPLE INC 5/11/2023	037833DV9	2,825,000.0000	2,857,572.25	2,832,712.25	100.2730 12/31/2021	4.22%	0.75%	21,187.50
TOYOTA MTR CR CORP FR 0.5000% 8/14/2023	89236THF5	1,250,000.0000	1,251,250.00	1,245,387.50	99.6310 12/31/2021	1.86%	0.50%	6,250.00
JPMORGAN CHASE & CO 3.8750% 2/1/2024	46625HJT8	1,300,000.0000	1,417,936.00	1,376,219.00	105.8630 12/31/2021	2.05%	3.66%	50,375.00
Total Corporate Obligations			\$15,291,660.72	\$14,896,491.21		22.19%	2.46%	\$365,793.50
Total Principal Portfolio			\$67,515,331.51	\$67,125,429.31		100.00%	0.60%	\$405,204.39
Total Account Values			\$67,515,331.51	\$67,125,429.31		100.00%	0.60%	\$405,204.39





Account Number

Account Name

OAKDALE IRRIGATION DIST

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December 1, 2021 through December 31, 2021

Bond Maturity Summary

	Face Value	Par Value	Cost Basis	Market Value	Percentage of Bond Market Value
2021					
2022		16,597,000.000	16,576,457.94	16,581,725.25	52.68%
2023		13,283,000.000	13,873,724.72	13,520,272.21	42.95%
2024		1,300,000.000	1,417,936.00	1,376,219.00	4.37%
2025					
2026					
2027					
2028					
2029					
2030					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
Total	\$0.00	31,180,000.000	\$31,868,118.66	\$31,478,216.46	100.00%

Transaction Detail

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
Beginning Balance				\$0.00	\$67,508,524.20
12/01/21	Dividend	CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 11/1/21 TO 11/30/21	31617510S	301.42	
12/01/21	Purchases	PURCHASED 301.42 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/01/21	31617510S	(301.42)	301.42



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2021 through December 31, 2021

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
12/02/21	Other Income	RECEIVED ST CAPITAL GAINS DISTRIBUTION ON FIDELITY GOVT MMKT INST CL-I #57 0.00001/UNIT ON 35,589,033.07 UNITS DUE 12/2/2021 ST CAPITAL GAIN OF \$355.89 ST CAPITAL GAIN OF \$355.89 SHORT TERM CAP GAINS	31617510S	355.89	
12/02/21	Purchases	PURCHASED 355.89 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/02/21	31617510S	(355.89)	355.89
12/07/21	Maturities/Redemptions	MATURED 2,000,000 PAR VALUE OF TOYOTA MTR CRED DC/P 12/07/21 TRADE DATE 12/07/21 2,000,000 PAR VALUE AT 100 %	89233GZ74	1,997,000.00	(1,997,000.00)
12/07/21	Interest	CASH RECEIPT OF INTEREST EARNED ON TOYOTA MTR CRED DC/P 12/07/21 0/\$1 PV ON 2,000,000 PAR VALUE DUE 12/7/2021 2,000,000 PAR VALUE AT 100 %	89233GZ74	3,000.00	
12/07/21	Purchases	PURCHASED 2,000,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/07/21	31617510S	(2,000,000.00)	2,000,000.00
12/10/21	Purchases	PURCHASED 1,750,000 PAR VALUE OF TOYOTA MTR CRED DC/P 7/07/22 TRADE DATE 12/09/21 PURCHASED THROUGH CITIBANK/PA 1,750,000 PAR VALUE AT 99.820028 %	89233HG73	(1,746,850.49)	1,746,850.49
12/10/21	Sales	SOLD 1,746,850.49 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/10/21	31617510S	1,746,850.49	(1,746,850.49)





Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2021 through December 31, 2021

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
12/20/21	Maturities/Redemptions	MATURED 2,100,000 PAR VALUE OF AUS & NZL BNK GRP LTD DC/P 12/20/21 TRADE DATE 12/20/21 2,100,000 PAR VALUE AT 100 %	05253AZL7	2,096,850.00	(2,096,850.00)
12/20/21	Interest	CASH RECEIPT OF INTEREST EARNED ON AUS & NZL BNK GRP LTD DC/P 12/20/21 0/\$1 PV ON 2,100,000 PAR VALUE DUE 12/20/2021 2,100,000 PAR VALUE AT 100 %	05253AZL7	3,150.00	
12/20/21	Purchases	PURCHASED 2,100,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/20/21	31617510S	(2,100,000.00)	2,100,000.00
12/21/21	Purchases	PURCHASED 297,000 PAR VALUE OF NATIXIS NY DC/P 3/04/22 TRADE DATE 12/20/21 PURCHASED THROUGH CHASE SECURITIES, INC. 297,000 PAR VALUE AT 99.95336027 %	63873KC47	(296,861.48)	296,861.48
12/21/21	Purchases	PURCHASED 2,000,000 PAR VALUE OF ROYAL BK CDA DC/P 4/01/22 TRADE DATE 12/20/21 PURCHASED THROUGH CHASE SECURITIES, INC. 2,000,000 PAR VALUE AT 99.938278 %	78015DD15	(1,998,765.56)	1,998,765.56
12/21/21	Sales	SOLD 2,295,627.04 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/21/21	31617510S	2,295,627.04	(2,295,627.04)
Net Activity				\$0.00	\$6,807.31
Ending Balance				\$0.00	\$67,515,331.51



Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2021 through December 31, 2021

Realized Gain/Loss Summary

Date	Asset Name	Asset Identifier	Shares	Cost	Proceeds	Gain / Loss Amount	
						Short	Long
12/02/21	FIDELITY GOVT MMKT INST CL-I #57	31617510S	0.0000	0.00	355.89	355.89	0.00
TOTAL				\$0.00	\$355.89	\$355.89	\$0.00
SUMMARY				DISTRIBUTIONS	REALIZED	TOTAL	YEAR TO DATE (YTD)
Short Term Capital Gain / Loss				\$0.00	\$355.89	\$355.89	\$355.89
Long Term Capital Gain / Loss				\$0.00	\$0.00	\$0.00	(\$94,147.50)

Disclaimer

The amount your account netted on a sale minus the total amount the account paid at initial purchase is your account's realized gain (if positive) or loss (if negative). Cost basis as reported on your UB statement is either a) the lot-specific purchase price minus purchase commissions and fees or b) information provided by the client or their representative to MUFG Union Bank, N.A. at or after the time we were appointed Custodian or Trustee of the assets. The monthly or quarterly statements of your account may not have correct calculations of gain/loss for a particular tax lot due to incomplete information. The cost basis information in those statements is preliminary and subject to change if you provide additional data during the year or for other reasons. Therefore, please refer to the Tax Statements that we provide after year-end to determine accurate gain/loss calculations and what we report to the IRS. Please consult your tax advisor for more information.



BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 7
APN: n/a

SUBJECT: APPROVE REJECTION OF CLAIM SUBMITTED BY DENISE BIANCHI

RECOMMENDED ACTION: Reject the claim and forward to ACWA JPIA for further action

BACKGROUND AND/OR HISTORY:

This claim is associated with an auto accident that occurred on May 31, 2021. The claim form submitted by claimant is attached for reference regarding details of the claim.

Staff recommends rejecting the claim and forwarding it to ACWA JPIA for resolution.

A rejection by the Board is not a statement that it disagrees with the claim nor is it an admission of fault.

FISCAL IMPACT: Unknown

ATTACHMENTS:

- Claim Form

Board Motion:

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

VOTE:

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

Action(s) to be taken:

Received

JUN 21 2021

Oakdale ID
Counter

Claim Form #ACWA-JPIA

(A claim shall be presented by the claimant or by a person acting on his behalf.)

21-0766

NAME OF DISTRICT:

1 Claimant name, address (including address if different), phone number, social security number, e-mail address, and date of birth
Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. At such, if you are seeking medical damages, we **MUST** have both your Social Security Number and your date of birth.

Name: Denise Bianchi

Address:

2 List name, address, and phone number of any witnesses:

Forthcoming

Name:

Address:

Phone Number: ()

3 List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted:

Date: 5/31/21 Time: approx 4:15 PM Place: Oakdale, CA @ F St.

Tell What Happened (give complete information): after the light at "F" and Willowood changed to green, I proceed to make a left turn from Willowood to F St. going East. I was hit hard by an old truck spinning my car completely around where I stopped headed West on F St. The person in the truck ran a red thru light. He was headed West on F St. He had someone with him.

NOTE: Attach any photographs you may have regarding this claim. Forthcoming

4 Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.

My car was totaled. I incurred numerous injuries including head injury but not limited to that. Concussion, whiplash, leg injury, neck and back injury, both wrists Face pain and numbness Misc. aches and pains and

5 Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.

Martin Gistler

Rental Car Expenses, Medical Massage until PT available testing thus far & future.

6 The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

Pending legal advise

Date: 6-15-21 Time: 5:30 a.m. Signature: Denise Bianchi

ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!

White - JPIA Office Copy / Yellow - District Office Copy / Pink - Claimant Copy

Revised - October 2018

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 8
APN: N/A

SUBJECT: RESOLUTION AUTHORIZING THE DISPOSAL OF PROPERTY NO LONGER NECESSARY FOR DISTRICT PURPOSES

RECOMMENDED ACTION: Approve Adoption of Resolution Authorizing Disposal of Property no Longer Necessary for District Purposes

BACKGROUND AND/OR HISTORY:

Under the provisions of Section 22500, et seq. of the Water Code, the Oakdale Irrigation District (District) may dispose of property of the District which it finds no longer necessary for the purposes.

District staff has determined that the property listed in Attachment A to the Resolution meets the criteria for disposal. Items on the list either have been replaced with new equipment, are no longer serviceable, are no longer safe to operate, or are too costly to continue to maintain and repair.

In accordance with District policy, the listed items will be auctioned by a third party auction company.

Staff recommends the items listed in Attachment "A" be approved for disposal.

FISCAL IMPACT: The sale should result in revenue that will be placed into the Capital Replacement and Improvement Reserve per the District Reserve Policy.

ATTACHMENTS:

- Resolution 2022-NIL
- Attachment A

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2022-NIL**

**RESOLUTION AUTHORIZING THE DISPOSAL
OF PROPERTY NO LONGER
NECESSARY FOR DISTRICT PURPOSES**

WHEREAS, the Oakdale Irrigation District, hereinafter referred to as "District" may, under the provisions of Section 22500 of the Water Code, dispose of property of the District which it finds no longer necessary for District purposes; and

WHEREAS, the Board of Directors of the District find that the property listed on Attachment A is no longer necessary for District purposes, and that it is in the best interest of the District to dispose of such surplus property as listed

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that it is in the best interest of the District to dispose of said surplus property in the most economical manner and direct the Chief Financial Officer to promptly dispose of the listed property in accordance with the District Surplus Property Policy.

Upon Motion of Director, seconded by Director, and duly submitted to the Board for its consideration, the above-titled Resolution is adopted this 1st day of February, 2022.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

Oakdale Irrigation District **2022 Surplus Equipment List**



QTY	Description	Salvage Value	OID Asset #	Manufacture	Model #	Reason for Disposal
2	Rotork Electro-Hydraulic Actuators	1,000.00	001517320140002	Rotork		No longer in use at RVL
1	Stucco/Cement Mixer	300.00	001518319810001	Stone	1981	Repairs needed and cost to repair exceeds value
1	Electric Crane	500.00	001518420080003	Venturo	ET12KX-SN 68235	Multiple Repairs needed and cost to repair exceeds vehicle value

BOARD AGENDA REPORT

Date:	February 1, 2022
Item Number:	9
APN:	002-057-043

SUBJECT: APPROVE EASEMENT MAINTENANCE AGREEMENT ON THE HINDS LATERAL AND AUTHORIZE THE GENERAL MANAGER TO ENTER INTO ANY SUCH AGREEMENTS IN THE FUTURE FOR OTHER OID FACILITIES (APN: 002-057-043 - DHARAM P. SHARMA)

RECOMMENDED ACTION: Approve Easement Maintenance Agreement on the Hinds Lateral and authorize the General Manager to enter into any such agreements for other OID facilities.

BACKGROUND AND/OR HISTORY:

Mr. Sharma purchased the parcel noted above (Property) on Valley Home Road in March 2021. The Property was created as part of a parcel split from 2007, but at the previous landowner's request remained as the original undivided assessor's parcel for assessment purposes. Please refer to the attached Parcel Map 55-PM-18 for clarification. Immediately prior to the parcel being sold to Mr. Sharma, the parcel split was effectuated by the previous landowner and new parcel numbers were assigned to the newly created parcels. In response Mr. Sharma was informed by OID staff that OID's New Connection process would need to be completed for the Property and a number of associated conditions of approval would need to be satisfied pursuant to OID's Rules and Regulations and the OID Subdivision Parcel Map Policy (i.e. independent irrigation and drainage, standard easements for existing OID facilities, etc.).

Of particular concern in this case is OID's Hinds Drain that runs downstream generally northwest through the Property and currently has a 30' wide easement (Easement). The existing Easement was granted to OID on a previous Stanislaus County Parcel Map and OID took action to formally accept it in 1982 per Resolution No. 18-82. Unfortunately, the existing 30' wide Easement is half of OID's standard 60' easement width for canals and drains. After reviewing the current condition of and accessibility along the drain, OID staff requested a standard 60' wide easement as a condition of the new connection process. In lieu of providing OID with the 60' wide easement Mr. Sharma requested the option to assume the responsibility for maintenance of the Hinds Drain through his Property. OID's counsel in cooperation with Mr. Sharma's legal counsel have drafted the attached Easement Maintenance Agreement (Agreement) to accommodate Mr. Sharma's request.

Entering into this Agreement is not anticipated to negatively impact OID operations and maintenance and may reduce OID's costs in the future. The Agreement may also be applicable on other OID facilities where requested by the landowner and determined by OID staff not to negatively impact OID operations and maintenance. OID staff recommends approval of the Agreement as drafted and requests authorization for the General Manager to enter into any such agreements for other OID facilities.

FISCAL IMPACT: Staff time and attorney's fees for document preparation.

ATTACHMENTS:

- Parcel Map 55-PM-18
 - Easement Maintenance Agreement
-

Board Motion:

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

VOTE

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

Action(s) to be taken:

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361
Attn.: Eric Thorburn

Recording fees exempt per Gov. Code § 6103

ASSESSOR'S PARCEL NO.: 002-057-043

SPACE ABOVE IS FOR RECORDER'S USE

EASEMENT MAINTENANCE AGREEMENT

This EASEMENT MAINTENANCE AGREEMENT (this "**Agreement**"), is dated and effective as of _____, 2021 (the "**Effective Date**"), by and between DHARAM P. SHARMA, an individual (the "**Owner**"), and the Oakdale Irrigation District, a California irrigation district (the "**Easement Holder**" or "**OID**").

RECITALS

- A. Owner is the fee owner of that certain parcel of real property located in the County Stanislaus, State of California, commonly known as APN 002-057-043, comprising approximately 9.71 acres \pm and as more particularly described in the legal description on Exhibit A attached hereto and incorporated herein (the "**Property**").
- B. Easement Holder is the beneficial holder of a thirty-foot (30') easement through, beneath, over, and on the Property for the "Hinds Drain Ditch" (the "**Easement**") as depicted on the Parcel Map attached hereto and incorporated herein as Exhibit B.
- C. The Property was formerly part of a single 19.9 acre \pm parcel commonly referred to as APN 002-057-031; pursuant to Tentative Parcel Map Application No. 2002-01 and Exception Application No. 2005-01, Owner's predecessor(s) in interest subdivided the former 19.9 acre \pm parcel into two separate and distinct parcels (the "**Subdivision**").
- D. The Conditions of Approval of the Subdivision included conditions regarding irrigation connections and delivery points, and the service of irrigation water by OID.
- E. It is OID's policy that standard easement widths for open ditch canals/drains shall be sixty-feet (60') centered on the canal/drain.
- F. In or around 2021, OID was made aware that the Subdivision had been approved and the subject parcels, including the Property, were effectively created with new assessor's parcel numbers assigned to each of the two (2) newly created parcels.

- G. In or around 2021, OID informed Owner that, as a condition of a new irrigation connection and/or delivery to the Property, OID would require that Owner dedicate a sixty-foot (60') easement to OID being thirty-feet (30') on each side of the centerline of the Hinds Drain Ditch in order for the Easement to conform to OID policy.
- H. Owner and OID determined that, in lieu of a further dedication/grant of a sixty-foot (60') easement over and along that portion of the Hinds Drain Ditch situated on the Property, Owner and OID would enter into this Agreement whereby Owner would maintain the Easement in lieu of granting OID any additional easements.

NOW, THEREFORE, for good and valuable consideration, and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Maintenance and Repair.** Owner, his/its heirs, legal representatives, successors, assigns, and to any future owner of the Property, shall, at their sole cost and expense, keep, clean, repair, and maintain the Easement in good order and repair, and free from any and all debris, obstruction, or fault that may obstruct the flow of drainage and/or storm water through Hinds Drain Ditch and the Easement. If Owner shall fail to maintain or repair the Easement area as required by this Section 1, then Easement Holder shall have the right, but not the obligation, to perform such reasonable maintenance and repair as is necessary or desirable to maintain the Easement. In the event Easement Holder provides Owner ten (10) calendar days' prior notice of its intent to perform any maintenance, repair, or work on or to the Easement, whether directly or through some third party, and Owner fails to undertake such maintenance, repair, or work within such ten (10) calendar days, then Owner shall pay the costs/expenses thereof and shall, within thirty (30) calendar days from a request or demand from Easement Holder, make full payment to Easement Holder for all costs and expenses incurred by Easement Holder related to any and all repairs or maintenance to the Easement.

2. **Compliance with Laws.** Owner shall obtain, at its sole cost and expense, all permits or authorizations as may be required for any and all work, improvements, or repairs that may be performed under this Agreement. Owner shall perform and/or construct any repairs, improvements, or maintenance to the Easement in a good and high-quality manner and in compliance with any and all applicable statutes, ordinances, rules, and regulations.

3. **Reservation of Rights.** All right, title, and interest in and to the Easement are expressly reserved by Easement Holder. Owner shall not: (a) erect or maintain any improvements which may cause damage to or interfere with the Easement or maintenance thereof; or (b) develop, landscape, or beautify the Easement or surrounding area in any way which would unreasonably or materially impact vehicle, machine, and/or foot traffic/access along the Easement.

4. **Representations and Warranties.** Owner hereby represents and warrants to Easement Holder that: (a) he/it has the full right, power, title, and interest to enter into this Agreement and to bind all successors, assigns, and subsequent owners of the Property to this Agreement; (b) such Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Easement Holder; and (c) Easement Holder's Easement rights shall not be defeased, impaired, or adversely affected by this Agreement.

5. **Covenants Running with the Land.** The parties to this Agreement hereby acknowledge and agree that this Agreement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns. As used herein, the term “Owner” includes any and all successors, assigns, transferees, and subsequent owners and/or title holders of the Property

6. **Insurance.** Owner shall maintain, at its sole cost and expense, and keep in force at all times during the term of this Agreement, an adequate and sufficient policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Easement with a combined single limit of not less than \$1,000,000 with respect to the Easement and Owner’s maintenance and repair thereof. Easement Holder shall be named as an additional insured on such insurance policies and shall be entitled to receive proof that such policy(ies) are in place within five (5) calendar days from a written demand for such information/proof.

7. **Easement Holder Not Liable.** In no event shall Easement Holder be liable for any damage to, or loss of, real or personal property or equipment sustained within, related to, or arising out of the Easement.

8. **Indemnification.** Owner shall indemnify, defend, and hold Easement Holder harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and disbursements) incurred by Easement Holder arising from or by reason of Owner’s use, maintenance, repair, or failure to undertake reasonable maintenance or repair, of the Easement.

9. **Default and Remedies.** In the event of a default hereunder by Owner or Easement Holder, the non-defaulting party may seek any and all remedies permitted by law or in equity. Notwithstanding the contrary, the parties expressly acknowledge that this Agreement is being entered into in-lieu of Owner dedicating and granting to Easement Holder a sixty-foot (60’) easement through, beneath, over, and along Hinds Drain Ditch on the Property; upon the breach of this Agreement by Owner or the termination of this Agreement, Easement Holder may, at its election in its sole and absolute discretion, require owner to dedicate, convey, and grant such sixty-foot (60’) easement to Easement Holder. Upon written notice of such election by Easement Holder to Owner, Owner shall convey such sixty-foot (60’) easement to Easement Holder, without compensation or any payment or value from Easement Holder.

10. **Election to Grant.** Owner may, at any time, elect to grant and convey to OID a sixty-foot (60’) (which would be the 30’ additional feed in addition to the current 30’ easement) easement through, beneath, over, and along Hinds Drain Ditch on the Property, without compensation or any payment or value from Easement Holder. Prior to making any such election or grant under this Section 10, Owner shall provide written notice to OID of its intent to make such a grant/conveyance. OID shall have thirty (30) calendar days’ from any written notice under this Section 10 to either: (a) abandon the Easement and terminate this Agreement; or (b) accept the sixty-foot (60’) conveyance from Owner. OID shall be deemed to have accepted option (b) and the sixty-foot (60’) conveyance if it fails to respond to Owner within the thirty (30) calendar day period provided in this Section 10. In the event Easement Holder makes election (b), Owner shall make such grant and conveyance within fifteen (15) calendar days of such election by Easement Holder. In the event Easement Holder makes election (b) and Owner does in-fact make such grant and conveyance in the time period prescribed in this Section 10, Owner will owe no further

obligations under this Agreement, except any obligations under Sections 7, 8, and 11 herein (which shall survive any termination of this agreement), and to pay monies due or owing to OID at the time any such grant and conveyance is recorded in the Official Records of Stanislaus County. Any time periods in Paragraph 1 are tolled during any time periods in this Paragraph 10.

11. **Prevailing Party.** If any party institutes any legal suit, action, or proceeding against the other party to enforce this Agreement or seeks to obtain any other relief or remedy regarding any controversy, claim, or dispute between the parties arising out of, relating to, or in connection with this Agreement or the breach thereof, the prevailing party shall be entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses, and court costs, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings). A party shall be deemed to have prevailed in any such action or proceeding if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or performance of the covenant allegedly breached by it in the action, irrespective of whether such action is prosecuted to final judgment or determination, or if such party obtains substantially the relief sought by it or defeats the claim by the other party, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

12. **Counterparts; Amendments.** This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email pdf, shall become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each party hereto. If amended or modified as permitted by this Section 12, the term "Agreement" shall thereafter be read as including all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

13. **Governing Law and Venue.** This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of California, without regard to principles of conflicts of laws. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement in any forum other than the US District Court for the Eastern District of California or the Superior Court of California, County of Stanislaus, and any appellate court(s) thereof.

14. **Partial Invalidity.** Any provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

15. **Recording the Agreement.** The parties agree that this Agreement may be recorded, including but not limited to, recording in the recorder's office for the County of Stanislaus, California.

16. **Headings.** Headings and captions used in this Agreement are for convenience only, do not define or limit the scope of this Agreement, and are not intended to interpret or change the meaning of any of the provisions of this Agreement.

17. **Days; Performance on a Saturday, Sunday, or Holiday.** Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "**Business Day**" shall mean any weekday except for those weekdays that a banking institution within the State of California is required by said state to be closed (a "**Holiday**"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or the notice given on the following Business Day.

18. **Singular or Plural.** The singular of any term, including any defined term, in this Agreement shall include the plural, and the plural of any term, including any defined term, in this Agreement, shall include the singular.

19. **Further Assurances.** Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

20. **Remedies on Breach.** It is expressly agreed that no breach of this Agreement shall not cause a reversion of the Easements nor entitle any party to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.

21. **No Third Party Beneficiaries.** This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by any other person(s).

22. **Run with the Land; Successors and Assigns; Termination.** This Agreement and the covenants and agreements herein contained shall run with the land and shall inure to the benefit of Easement Holder and binding upon the heirs and successors-in-interest to the Property.

23. **Waiver.** Waiver of any breach of this Agreement by any Party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.

24. **Time.** Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first set forth above.

OWNER

Dharam P. Sharma

EASEMENT HOLDER

OAKDALE IRRIGATION DISTRICT,
A CALIFORNIA IRRIGATION DISTRICT

By: _____

Thomas D. Orvis, President

By: _____

Steve Knell, P.E., Secretary

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, _____, Notary Public, 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 _____

(affix seal in above space)

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)
) ss.
COUNTY OF [COUNTY])

On [DATE], before me, [NAME OF NOTARY OR OTHER AUTHORIZED OFFICER], personally appeared [NAME OF PERSON EXECUTING EASEMENT AGREEMENT], 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]

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)
) ss.
COUNTY OF [COUNTY])

On [DATE], before me, [NAME OF NOTARY OR OTHER AUTHORIZED OFFICER], personally appeared [NAME OF PERSON EXECUTING EASEMENT AGREEMENT], 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]

55 PM 18

OWNER'S STATEMENT:

WE, THE UNDERSIGNED DO HEREBY STATE THAT WE ARE THE OWNERS OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP AND WE CONSENT TO THE MAKING AND THE FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

OWNERS: JIM BRADFORD & KAREN BRADFORD

Jimmie D. Bradford 2-16-07
JIMMIE D. BRADFORD DATE
Karen Bradford 2-16-07
KAREN BRADFORD DATE

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISOR'S

(CHECK ONE)

- ☒ A) A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP. A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.
- ☐ B) RECEIVED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS 15th DAY OF March, 2007.

CHRISTINE FERRARO
TALLMAN CLERK OF THE BOARD OF SUPERVISORS, STANISLAUS COUNTY, CALIFORNIA

BY: Susan E. Seibert, DEPUTY

PRINT NAME



NOTARY STATEMENT:

STATE OF CALIFORNIA }
COUNTY OF Stanislaus } s.s.

ON THIS 16th, DAY OF February, 2007, BEFORE ME, A. Word
A NOTARY PUBLIC, PERSONALLY APPEARED Jimmie D. Bradford
PERSONALLY KNOWN TO ME (OR 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/HEY 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.

WITNESS MY HAND A. Word
PRINTED NAME A. Word
MY COMMISSION EXPIRES 5-27-2007
PRINCIPAL COUNTY OF BUSINESS Stanislaus

PARCEL MAP

OF THE REMAINDER AS SHOWN ON THE MAP RECORDED
NOVEMBER 20, 1987 IN BOOK 40 OF PARCEL MAPS, AT
PAGE 21, OFFICIAL RECORDS OF COUNTY OF
STANISLAUS, LYING IN SECTION 29, T.1S., R.10E., M.D.M.
STANISLAUS COUNTY, CALIFORNIA

SCALE 1" = 150'
DECEMBER 2001

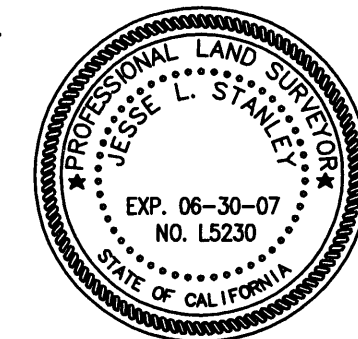
Prepared by
JESSE STANLEY & ASSOCIATES
LAND SURVEYING - ENGINEERING
440 S. YOSEMITE AVENUE, SUITE A
OAKDALE, CA 95361 (209) 847-9355

SURVEYOR'S STATEMENT:

I, JESSE L. STANLEY, HEREBY STATE THAT I AM LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION DURING THE MONTH OF MAY 2006, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 8th DAY OF Mar., 2007.

Jesse L. Stanley
JESSE L. STANLEY, L.S. 5230
LICENSE EXPIRATION DATE : 6-30-07



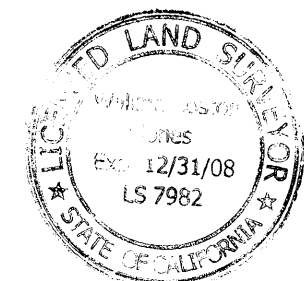
COUNTY SURVEYOR'S STATEMENT:

THIS IS TO CERTIFY THAT THE ACCOMPANYING MAP HAS BEEN EXAMINED. THAT IT SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE STATE SUBDIVISION MAP ACT, CHAPTER 2, AND TITLE 20, STANISLAUS COUNTY SUBDIVISION CODE HAVE BEEN COMPLIED WITH, AND THE MAP IS TECHNICALLY CORRECT.

DATED THIS 15th DAY OF March, 2007.

STANISLAUS COUNTY SURVEYOR

BY: William B. Jones
WILLIAM B. JONES, L.S. 7982
REGISTRATION EXPIRES: 12-31-2008



TAX COLLECTOR'S CERTIFICATE:

THIS IS CERTIFY THAT THERE ARE NO LIENS FOR ANY UNPAID STATE, COUNTY, SCHOOL, MUNICIPAL OR IRRIGATION TAXES, SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE, AGAINST THE LAND SHOWN ON THIS MAP.

AS TO STATE, COUNTY, SCHOOL, OR MUNICIPAL TAXES:
GORDON B. FORD, COUNTY TAX COLLECTOR

DATED THIS 15th DAY OF March, 2007.

APN: 002-057-031

BY: Christy Minehart
PRINT NAME: Christy Minehart

RECORDER'S STATEMENT:

FILED THIS 15th DAY OF March, 2007, AT 10:44:51 AM
OF PARCEL MAPS, AT PAGE 18, AT THE REQUEST OF JIM BRADFORD.
FEE: \$ 11.00

LEE LUNDRIGAN
COUNTY RECORDER OF STANISLAUS COUNTY,
CALIFORNIA

BY: K. Surri
DEPUTY RECORDER

PRINT NAME: K. Surri

55 PM 18

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BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF LAMBUTH ROAD BEARING S42°15'E AS SHOWN IN BOOK 33 OF PARCEL MAPS AT PAGE 3 STANISLAUS COUNTY RECORDS.

REFERENCES:

- (A) 40-PM-21
- (B) 33-PM-3
- (C) 27-PM-43
- (D) 7-PM-73

LEGEND

- FOUND MONUMENT AS NOTED.
- ⊙ FOUND COUNTY MONUMENT
- SET 3/4" PIPE WITH CAP L.S. 5230 UNLESS NOTED OTHERWISE
- ⚡ FD. 3/4" IP WC PER "A" 5' SOUTHEAST OF TRUE CORNER (SEE DETAIL "D")
- WC WITNESS CORNER
- SFNF SEARCHED FOR NOTHING FOUND

NOTES:

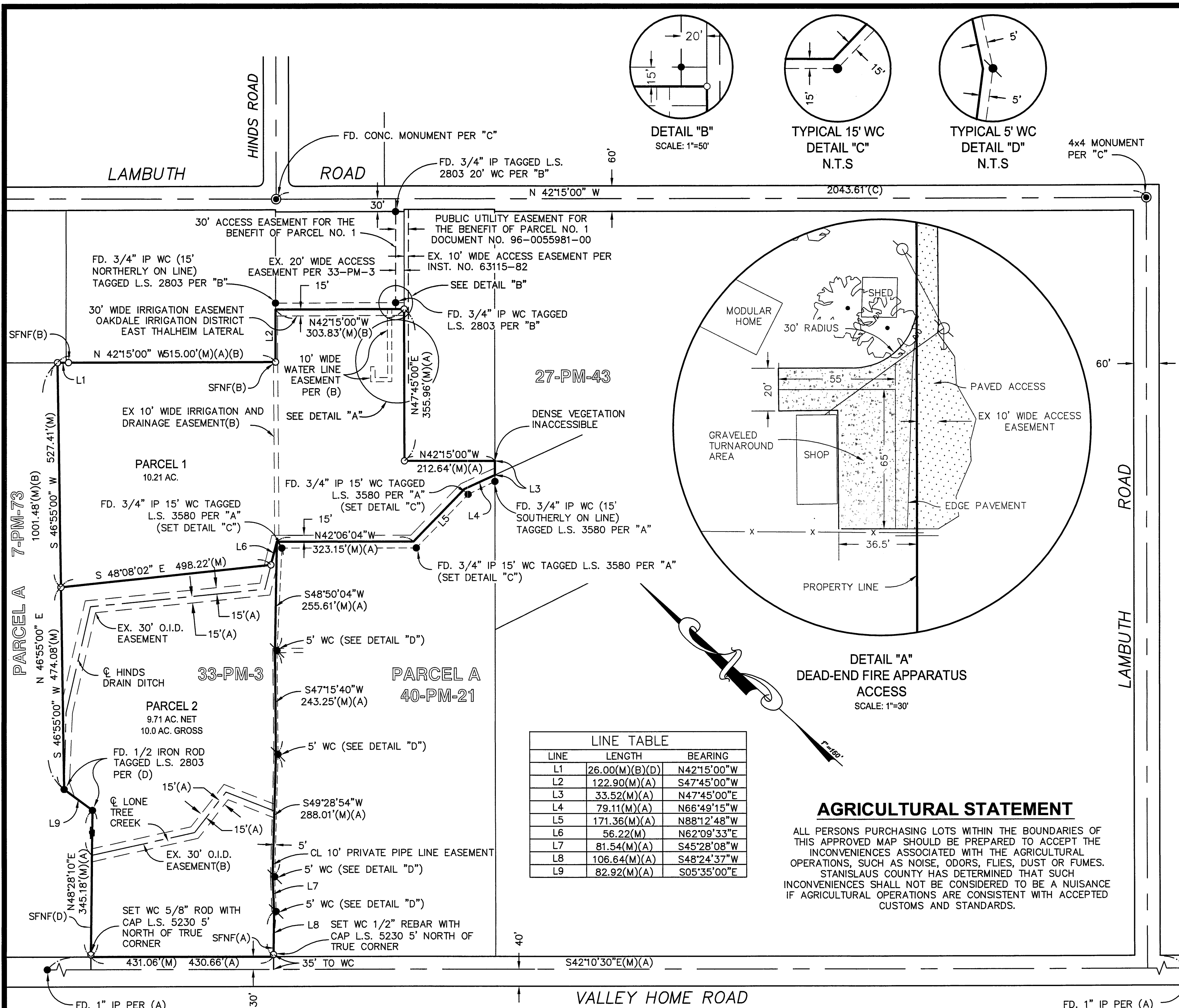
1. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED UNLESS NOTED OTHERWISE.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. ALL RECORD INFORMATION IS FROM STANISLAUS COUNTY RECORDS, UNLESS NOTED OTHERWISE.

PARCEL MAP

OF THE REMAINDER AS SHOWN ON THE MAP RECORDED NOVEMBER 20, 1987 IN BOOK 40 OF PARCEL MAPS, AT PAGE 21, OFFICIAL RECORDS OF COUNTY OF STANISLAUS, LYING IN SECTION 29, T.1S., R.10E., M.D.M. STANISLAUS COUNTY, CALIFORNIA

SCALE 1" = 150'
DECEMBER 2001

Prepared by
JESSE STANLEY & ASSOCIATES
LAND SURVEYING - ENGINEERING
440 S. YOSEMITE AVENUE, SUITE A
OAKDALE, CA 95361 (209) 847-9355



55 PM 18

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 10
APN: N/A

SUBJECT: APPROVE AMENDMENT NO. 16 TO PROFESSIONAL SERVICES AGREEMENT 2008-PSA-007 WITH BOUTIN JONES, INC. FOR REVISED HOURLY RATE SCHEDULE

RECOMMENDED ACTION: Authorize General Manager to Execute Amendment No. 16 to Professional Services Agreement 2008-PSA-007 with Boutin Jones Inc. for the Revised Rate Schedule

BACKGROUND AND/OR HISTORY:

The District has a Professional Services Agreement(PSA) with Boutin Jones, Inc. to provide the District with specialized legal services related to personnel issues. The attached Amendment No. 16 Exhibit A includes hourly rates for all Boutin Jones staff effective January 1, 2022. All other rates, terms and conditions remain the same. The following three staff members are the primary providers to the District for personnel related matters:

		Hourly Rates	
		2021	2022
Gage Dungy		\$ 415.00	\$ 415.00
Kim Lucia		\$ 425.00	\$ 435.00
Lissa Oshei		\$ 340.00	\$ 355.00

Staff recommends that the Board approve Amendment No. 16, effective January 1, 2022 and authorize the General Manager to execute Amendment No. 16 to amend Professional Services Agreement 2008-PSA-007.

FISCAL IMPACT: Unknown at this time

ATTACHMENTS:

- Contract Amendment No. 16

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:



2008-PSA-007 – AMENDMENT NO. 16
to
PROFESSIONAL SERVICES AGREEMENT
between
OAKDALE IRRIGATION DISTRICT
and
BOUTIN JONES, INC.

WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, made this 1st day of January, 2022, by and between Oakdale Irrigation District, hereinafter called the "District" and Boutin Jones, Inc. hereinafter called the "Consultant" agrees to furnish at its own expense, all the labor, equipment and material necessary to do and perform in a good and workmanlike manner all the necessary work as needed by District per this AMENDMENT.

In connection with the foregoing Contract, the parties hereto mutually agree as follows:

1. Revise the **Exhibit B** Hourly Billing Rate Schedule for all personnel providing legal assistances to District which include the following primary providers:

Gage Dungy	\$415.00 (exception to listed rate attached)
Kim Lucia	\$435.00
Lissa Oshei	\$355.00

There are no other changes to the Professional Service Agreement. All Terms and Conditions of the original Professional Services Agreement remain the same for this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OAKDALE IRRIGATION DISTRICT

BOUTIN JONES, INC

Steve Knell, P.E.
General Manager

Name: Gage Dungy
Title: Shareholder

Date: _____

Date: _____

Kimberly A. Lucia
Attorney
klucia@boutinjones.com

December 30, 2021

VIA EMAIL
sknell@oakdaleirrigation.com

Steve Knell, General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Re: Statement for Legal Services

Dear Steve:

Enclosed is our statement for fees and costs for the month of November 2021. I have reviewed this statement and believe it is fair and accurate.

Please feel free to call me if you have questions concerning this statement or comments concerning our handling of your matter.

Effective January 1, 2022, my rate and the rates of other attorneys working on your matters will increase. Attached is a copy of Boutin Jones Inc.'s rate sheet for 2022. Please note that Gage Dungy's hourly rate for Oakdale Irrigation District will remain \$415.

We appreciate the opportunity to have been of service to you in 2021, and look forward to working with you in the New Year. Best wishes for a Happy Holiday Season.

Sincerely,



Kimberly A. Lucia

KAL:gc
Enclosure

cc: Sharon Cisneros (SCisneros@oakdaleirrigation.com)

BOUTIN JONES INC.**Shareholders**

	2022
Bashar Ahmad	425
Stacey K. Brennan	455
Jarrod Burch	465
Matt Carlson	455
Michael E. Chase	475
Jon E. Christianson	520
Donna L. Courville	450
Gage C. Duncy	475
Michael "Tod" Fogarty	450
Michael J. Kuzmich	460
Kelley M. Lincoln	455
L. Stuart List	535
Kim Lucia	435
Jim McNairy	475
Dennis Michaels	510
Iain Mickle	545
James R. Moore	510
Thomas G. Mouzes	445
Robert R. Rubin	695
Peter Silchuk	390
Kent W. Silvester	565
Daniel S. Stouder	450
Robert D. Swanson	525
Brian Taylor	475
Bruce M. Timm	450

Associates

	2022
Leah Capranica	260
Brienna Cowan	260
Alex Crawford	290
Errol Davis	365
Andrew Ducart	365
Kendall Fisher	300
J.M. Florentino	270
Christy Grellas	275
Thomas Humann	275
Dillon Jackson	275
Emile Khoury	320
Ian McGlone	320
Albert Mendoza	305
Lissa Oshei	355

Counsels

Steve Boutin	450
Penny R. Brown	395
Michael Cross	395
Mark Gorton	435
Douglas M. Hodel	595
James L. Leet	625
Tammy McLean	450
Eric Miller	395
Gregory R. Philipp	395
Allison De Tal	400
Bill Webster	420
Kate Willcox	400

Paralegals

Jessica Anderson	225
Samina A. Asgur	240
Cheri M. Blethen	225
Charlotte E. Siligo	225
Sheri S. Stuckey	240

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 11
APN: 062-010-026

**SUBJECT: APPROVE STORM DRAINAGE AGREEMENT ON THE LANGWORTH PIPELINE
(APN: 062-010-026 – GORDON BRAKER PLUMBING CONTRACTOR, INC.)**

RECOMMENDED ACTION: Approve Storm Drainage Agreement on the Langworth Pipeline

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Langworth Pipeline. The recommended 2022 Storm Drainage Agreement fee, a total of \$320.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2022 Agreement as drafted.

FISCAL IMPACT: Annual Storm Drainage Fee = \$320.00 (OID Income)

ATTACHMENTS:

- Storm Drainage Agreement with Gordon Braker Plumbing Contractor, Inc.

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 062-010-026

STORM DRAINAGE AGREEMENT ON THE LANGWORTH PIPELINE

THIS STORM DRAINAGE AGREEMENT executed this _____ day of February, 2022 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 BRAKER INVESTMENTS, INC., hereinafter referred to as "OWNER" sets forth agreements as follows:

WHEREAS, DISTRICT occupies easements, rights of way and fee-owned lands for its irrigation and drainage facilities, hereinafter referred to as "CONVEYANCES".

WHEREAS, OWNER'S property described in the attached **Exhibit "A"** (the "Subject Property") is subject to all or a portion of said easements, rights of way and fee-owned lands, and

WHEREAS, OWNER has title to the Subject Property and wishes to continue to utilize an outfall from OWNER'S facilities for Storm Drainage Discharge and requests that DISTRICT grant permission to release said discharge as needed, subject to the terms and conditions of this STORM DRAINAGE AGREEMENT.

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

I. Definitions

- A. "Conveyances" shall mean the water distribution system consisting of conduits and appurtenant facilities for the transportation, control and distribution of irrigation water that DISTRICT owns, maintains and operates.

- B. "Discharge" shall be defined as storm water, excluding sewage, from OWNER operation(s).
- C. "Emergency Circumstances" shall mean a situation when it is necessary to act to prevent imminent and substantial harm to persons or damage to property.
- D. "Hazardous Materials" shall mean any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, or hazardous substance as those terms may now, or in the future, be defined by any applicable federal, state or local statute, ordinance or regulation promulgated by any governmental body or agency.

II. **Flow**

Subject to full compliance with the following conditions and limitations, OWNER shall pump and/or allow the Discharge to flow into the Langworth Pipeline, situated on the Subject Property, in Stanislaus County, California.

- 1. Except as provided in this Discharge Agreement, OWNER may not release Discharge into any CONVEYANCES other than the above described DISTRICT facility.
- 2. The rate of flow of said Discharge into the Conveyances shall not exceed 280 gpm. OWNER shall provide DISTRICT with any and all applicable pump curves. OWNER shall reduce its rate of flow of said Discharge upon telephonic request of DISTRICT at any time that DISTRICT encounters Emergency Circumstances and perceives a risk that the flow may exceed the capacity of said DISTRICT facility, taking into consideration the amount of water already in, or about to be in, said Conveyances. DISTRICT use of conduits shall take precedence.
- 3. The right of DISTRICT to control the flow of OWNER Discharge in Emergency Circumstances does not impose a duty of DISTRICT to regulate such flow.
- 4. OWNER shall have in place a regulating valve(s) at the inlet and/or termination of its Discharge lines (within the limits of DISTRICT easement). Construction, installation, reconstruction, modification, and repair of the Discharge lines and regulating valve(s) shall be performed under the supervision of DISTRICT and in accordance with applicable DISTRICT Standards and Specifications, at OWNER's sole expense. The regulating valve(s) shall be secured by lock and key to which only OWNER and DISTRICT have access. Under non-emergency

circumstances, DISTRICT shall not close the regulating value(s) until after it has given notice to OWNER that it intends to do so.

III. **Water Quality**

1. OWNER shall not release any Discharge into any CONVEYANCES that would cause DISTRICT to fail to meet water quality standards that are now or may be imposed upon DISTRICT'S CONVEYANCES by any federal, state, regional, or local regulatory agency; or would cause DISTRICT to fail to meet water quality standards hereafter established by DISTRICT'S Board of Directors and applied on a DISTRICT-wide level, and adopted by DISTRICT Resolution after a public notice and meeting.
2. OWNER shall take whatever actions are necessary or required by Stanislaus County to ensure that the Discharge released into the Conveyances meets with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program at the Discharge point in the Conveyances.
3. OWNER shall not release any Discharge into the Conveyances that is not in conformity with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program applicable to the release of the Discharge.
4. If the Discharge released by OWNER into the Conveyances causes or threatens to cause significant degradation of the quality of water in the Conveyances or downstream, the DISTRICT may require that OWNER immediately suspend making any such discharge, and such discharge shall be resumed only after such condition has been resolved to the satisfaction of DISTRICT or interested governmental agency. Should any court or governmental agency order, by way of a final non-appealable order, that the release of OWNER Discharge be restricted or be treated before being released into the Conveyances, DISTRICT shall have the right to unilaterally amend this Agreement to require OWNER to conform to such order at OWNER's sole expense.
5. OWNER shall not discharge any Hazardous Material into the Conveyances. OWNER shall immediately notify DISTRICT and immediately remediate any release or spill of a Hazardous Material into the Conveyances at OWNER's sole expense, to the satisfaction of DISTRICT and any interested governmental agency.
6. OWNER shall be responsible for the quality of the Discharge released into the Conveyances and shall ensure that all Discharge so released complies with all applicable federal, state, regional, and local laws, rules and regulations. Any damage to persons, the environment, surface water, or groundwater that results solely from the discharge by OWNER that

does not comply with the requirements of this Agreement shall be solely the responsibility of OWNER.

7. OWNER warrants that the Discharge into DISTRICT Conveyances pursuant to this Agreement shall comply at all times with the quality standards of any federal, state, regional, or local governmental agency.

IV. **Monitoring**

1. OWNER shall furnish DISTRICT, without cost, copies of any and all analyses or recorded water quality testing of the Discharge to be discharged pursuant to this Agreement.
2. DISTRICT shall have the right, but not the obligation, after reasonable prior written notice to OWNER, to enter upon the property of OWNER for the purpose of obtaining samples of the Discharge being released to the Conveyances.

V. **Warranties**

1. DISTRICT does not warrant that there will be any preexisting flow or capacity in the Conveyances at any time. OWNER shall acquire no right to water within the Conveyances by this agreement.
2. DISTRICT shall promptly notify OWNER of any issues regarding property use or access relating to this Agreement.
3. DISTRICT does not warrant that the alignment and condition of the Conveyances, including the Langworth Pipeline, will not change. DISTRICT in its sole discretion may decide to move, pipe, underground, realign or reconstruct the Langworth Pipeline. OWNER shall bear all direct and indirect costs or expenses of relocating its conveyance and outlet works in such event.

VI. **Maintenance and Operations**

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Langworth Pipeline or its Conveyances connected thereto, DISTRICT may require that OWNER cease any and all discharge into said facility until such time as DISTRICT informs OWNER that such maintenance and reconstruction work is completed.
2. Except in Emergency Circumstances, DISTRICT shall provide OWNER advance notice of any ordinary maintenance and reconstruction work that will require OWNER to cease any and all discharge into said facility.

3. The maintenance, operation and repair of any facility constructed or owned by OWNER for the purpose of releasing Discharge into the Conveyances pursuant to this Agreement shall be the responsibility of OWNER. Other than in the case of emergency, OWNER shall provide DISTRICT five (5) days advance notice of any construction or maintenance of such facilities, however there is no notice required for routine maintenance, cleaning of basin and sump or testing of pumps for proper operation. OWNER shall provide DISTRICT five (5) days advance notice of any construction or maintenance of such facilities. DISTRICT may require OWNER to repair or replace such facilities if they constitute an unreasonable danger to any person or property or unreasonably interfere with DISTRICT use of the Conveyances. Failure to maintain such facilities in a safe and useable condition shall be grounds for immediate termination of this Agreement and removal of such facilities at OWNER's sole expense. DISTRICT shall in no way be obligated to move, repair, and/or replace such works of OWNER in the event of a realignment, reconstruction, or piping of the Conveyances.

VII. **Use of Conveyances**

1. OWNER rights granted by this Agreement are subject and subordinate to all uses and purposes DISTRICT may make of the Conveyances or of any other facilities or property of DISTRICT. Any use made by OWNER of the Conveyances pursuant to this Agreement shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said Conveyances. OWNER use of the Conveyances is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the Conveyances.
2. In Emergency Circumstances, DISTRICT may require OWNER to reduce or terminate said Discharge to a rate established by DISTRICT, if the release of Discharge by OWNER pursuant to this Agreement is determined by DISTRICT to substantially interfere with DISTRICT use of the Conveyances.
3. This Agreement only creates the ability of OWNER to use the Conveyances for the purposes specified herein and the conditions specified herein. It does not create any equitable interest in the Conveyances, or an easement, nor does it convey to OWNER any right, title or interest in or to any property or facility of DISTRICT. OWNER shall make no other use of the Conveyances other than as expressly provided in this Agreement.
4. Except as already exists, or as herein expressly permitted, OWNER shall not place or permit to be placed on, in, across or through the Conveyances easements or rights of way, any object or structures, nor do

or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its Conveyances, easements and rights of way.

5. Upon termination of this Agreement, DISTRICT may prevent further Discharge to the Conveyances either by requiring that OWNER close the valves owned by OWNER or by requiring OWNER to physically remove or seal off OWNER facilities where they enter the Conveyances and/or the DISTRICT'S easements and rights of way. OWNER shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of OWNER facilities.

VIII. **Defense, Indemnification, Liability and Damages**

1. OWNER shall defend and indemnify DISTRICT, its Directors, officers, employees and agents, for all costs, damages, penalties and fees of any kind from claims, complaints or causes of action for illness, death, personal injury, property or environmental claims, including attorneys' fees incurred in a judicial or administrative proceeding, where such claim, complaint or cause of action arises solely out of the release of OWNER Discharge into the Conveyances by OWNER. This obligation shall survive the termination of this Agreement.
2. Should the DISTRICT'S Conveyances or the natural drainage streams, channels or rivers, or the drains and channels of others, into which the Conveyances flows, be, for any reason beyond their reasonable control, incapable of handling the Discharge flows produced and generated by OWNER through no fault of DISTRICT, then DISTRICT shall incur no liability to OWNER.
3. Should the DISTRICT require cessation of OWNER Discharge due to Emergency Circumstances beyond the control of DISTRICT, then DISTRICT shall incur no liability to OWNER.
4. Should it become necessary to reduce or terminate OWNER's discharge into the Conveyances due to any governmental, administrative, regulatory or court action, then DISTRICT shall incur no liability to OWNER.

IX. **Payment**

As consideration for DISTRICT'S consent to release OWNER'S Discharge into DISTRICT'S facilities, OWNER agrees that:

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21-week winter period, 2 Admin/Management hours, and 0.5

Accounting hours plus "overhead" for in-District property which equates to \$320.00 for 2022.

2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.
3. This Agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. Termination

1. Subject to DISTRICT'S right to suspend release of Discharge under Paragraph 4 of Article III, above, if after thirty (30) days written notice by DISTRICT to OWNER of a release of Discharge into the Conveyances which is contrary to the terms and conditions identified or referred to in Section III, and if such condition which caused such release has not been substantially corrected by OWNER, then DISTRICT, after a public hearing noticed by agenda with specific prior notice being given to OWNER, shall be free to terminate this Agreement. Should DISTRICT terminate this Agreement pursuant to this paragraph, OWNER shall continue to defend and indemnify DISTRICT in accordance with Section VIII herein with regard to liability or causes of action resulting from the performance of this Agreement.
2. For any other breach of this Agreement not covered in Sections II and III, the parties shall give thirty (30) days written notice to the other of any breach and provide the other with the ability to cure the breach. If such breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Agreement.
3. Upon termination of this Agreement, OWNER shall be responsible for removing all of its facilities that are within the property of DISTRICT and used to release Discharge into the Conveyances. If OWNER does not remove these facilities promptly, then DISTRICT shall remove the facilities and OWNER shall reimburse DISTRICT for all costs incurred.

XI. Assignment

"The right of OWNER to use the property of DISTRICT pursuant to this Agreement is restricted solely to OWNER and shall not be assigned, transferred, subleased [sublicensed], encumbered, or subject to any security interest without the written authorization of DISTRICT, which consent shall not be unreasonably withheld; provided that OWNER may assign this Agreement and its obligations hereunder to any successor to its mobile home park by merger or consolidation or to any party acquiring substantially all of the assets of OWNER'S mobile home park, for which the land use shall remain substantially the same, and for which

there is no quantifiable change in the volume or quality of the discharge. If District agrees in writing to an assignment of this Agreement, Owner shall remain obligated hereunder until settlement.”

XII. Term

This Agreement shall continue in force and effect for a period of one (1) year from the date of execution, unless it is terminated in accordance with the provisions of Section X of this Agreement. In the event that either party intends to deny renewal of this Agreement at the expiration of a one (1) year term, such intent must be made in writing to the other party no less than three (3) months prior to the expiration of this Agreement.

XIII. Miscellaneous Provisions

1. All required written notices hereunder shall be conveyed via registered mail as follows:

OWNER

Braker Investments, Inc
Lazy B Mobile Home Park
1666 Sugarloaf Drive
San Mateo, California 94403

DISTRICT

General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

All notices shall be effective when deposited with the United States Post Office, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. For notice purposes, each party agrees to keep the other informed at all times of their current address.

2. This Agreement fully incorporates the agreements and understandings of OWNER with DISTRICT with respect to the subject matter hereof and all prior negotiations, drafts, agreements (including the Interim Agreement) and other communications between OWNER and DISTRICT are superseded by this Agreement. The parties have read and fully understand the terms of this Agreement and have had the opportunity to be advised by an attorney with respect to this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing

and signed by the parties sought to be charged or bound by the alteration or amendment.

3. This Agreement has been negotiated and executed in the State of California. If there is a lawsuit, OWNER agrees to submit to the jurisdiction of the courts of Stanislaus County, State of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
4. The words "OWNER" and "DISTRICT" include the successors, assigns, and transferees of each of them. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. This Agreement is the product of negotiation of the parties and the rule of Civil Code, Section 1654 regarding uncertainties caused by a party shall not apply. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances and all provisions of the Agreement in all other respects shall remain valid and enforceable. It is not necessary for either party to inquire into the powers of the other or of the officers, directors, partners, or agents acting or purporting to act on its behalf.
5. The parties shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the party being charged with waiver. No delay or omission on the part of the parties in exercising any rights shall operate as a waiver of such right or any other right. A waiver by a party of a provision of the Agreement shall not prejudice or constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by party, nor any course of dealing between the parties, shall constitute a waiver of any of a party's rights or of any of a party's obligations as to any future transactions. Whenever the consent of a party is required under this Agreement, the granting of such consent by that party in any instance shall not constitute continuing consent.

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 Knell, P.E.
General Manager/Secretary

Date

GORDON BRAKER PLUMBING CONTRACTOR INC.
"OWNER"

Wade Braker, President
Braker Investments, Inc.

Date

EXHIBIT "A"

Legal Description of Subject Property

All that real property situate in the unincorporated area of Stanislaus, California, located in Section 19, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, and being more accurately described as follows:

Parcel B, as shown on that certain Parcel Map recorded on June 24, 1981 in Book 31 of Parcel Maps on Page 132 in the Office of the Stanislaus County Recorder.

End of Description

APN: 062-010-026

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 12
APN: 006-012-081

SUBJECT: APPROVE STORM DRAINAGE AGREEMENT ON THE REED POND (APN: 006-012-081 – RIVER OAK GRACE CHURCH)

RECOMMENDED ACTION: Approve Storm Drainage Agreement on the Reed Pond

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Reed Pond. The recommended 2022 Storm Drainage Agreement fee, a total of \$320.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2022 Agreement as drafted.

FISCAL IMPACT: Annual Storm Drainage Fee = \$320.00 (OID Income)

ATTACHMENTS:

- Storm Drainage Agreement with River Oak Grace Church

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 006-012-081

STORM DRAINAGE AGREEMENT ON THE REED POND

THIS STORM DRAINAGE AGREEMENT executed this ____ day of February, 2022, 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 RIVER OAK GRACE COMMUNITY CHURCH, hereinafter referred to as "OWNER" sets forth agreements as follows:

WHEREAS, DISTRICT occupies easements, rights of way and fee-owned lands for its irrigation and drainage facilities, hereinafter referred to as "CONVEYANCES".

WHEREAS, OWNER'S property described in the attached **Exhibit "A"** (the "Subject Property") is subject to all or a portion of said easements, rights of way and fee-owned lands, and

WHEREAS, OWNER has title to the Subject Property and wishes to install an Outfall from OWNER'S facilities for Storm Drainage Discharge and requests that DISTRICT grant permission to release said discharge as needed, subject to the terms and conditions of this STORM DRAINAGE AGREEMENT.

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

I. Definitions

- A. "Conveyances" shall mean the water distribution system consisting of conduits and appurtenant facilities for the transportation, control and distribution of irrigation water that DISTRICT owns, maintains and operates.

- B. "Discharge" shall be defined as storm water, excluding sewage, from OWNER operation(s).
- C. "Emergency Circumstances" shall mean a situation when it is necessary to act to prevent imminent and substantial harm to persons or damage to property.
- D. "Hazardous Materials" shall mean any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, or hazardous substance as those terms may now, or in the future, be defined by any applicable federal, state or local statute, ordinance or regulation promulgated by any governmental body or agency.

II. **Flow**

Subject to full compliance with the following conditions and limitations, OWNER shall pump and/or allow the Discharge to flow into the Reed Pond, situated on the Subject Property, in Stanislaus County, California.

- 1. Except as provided in this Discharge Agreement, OWNER may not release Discharge into any CONVEYANCES other than the above described DISTRICT facility.
- 2. The rate of flow of said Discharge into the Conveyances shall not exceed one (1) cfs. OWNER shall reduce its rate of flow of said Discharge upon telephonic request of DISTRICT at any time that DISTRICT encounters Emergency Circumstances and perceives a risk that the flow may exceed the capacity of said DISTRICT facility, taking into consideration the amount of water already in, or about to be in, said Conveyances. DISTRICT use of conduits shall take precedence.
- 3. The right of DISTRICT to control the flow of OWNER Discharge in Emergency Circumstances does not impose a duty of DISTRICT to regulate such flow.
- 4. OWNER shall have in place a regulating valve or valves at the inlet and/or termination of its Discharge lines. Construction, installation, reconstruction, modification, and repair of the Discharge lines and regulating valves shall be performed under the supervision of DISTRICT and in accordance with applicable DISTRICT Standards and Specifications, at OWNER's sole expense.

III. **Water Quality**

- 1. OWNER shall not release any Discharge into any CONVEYANCES that would cause DISTRICT to fail to meet water quality standards that are

now or may be imposed upon DISTRICT'S CONVEYANCES by any federal, state, regional, or local regulatory agency; or would cause DISTRICT to fail to meet water quality standards hereafter established by DISTRICT'S Board of Directors and applied on a DISTRICT-wide level, and adopted by DISTRICT Resolution after a public notice and meeting.

2. OWNER shall take whatever actions are necessary or required by Stanislaus County to ensure that the Discharge released into the Conveyances meets with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program at the Discharge point in the Conveyances.
3. OWNER shall not release any Discharge into the Conveyances that is not in conformity with the applicable Stanislaus County MS4 NPDES Storm Water Compliance Program applicable to the release of the Discharge.
4. If the Discharge released by OWNER into the Conveyances causes or threatens to cause significant degradation of the quality of water in the Conveyances or downstream, the DISTRICT may require that OWNER immediately suspend making any such discharge, and such discharge shall be resumed only after such condition has been resolved to the satisfaction of DISTRICT or interested governmental agency. Should any court or governmental agency order, by way of a final non-appealable order, that the release of OWNER Discharge be restricted or be treated before being released into the Conveyances, DISTRICT shall have the right to unilaterally amend this Agreement to require OWNER to conform to such order at OWNER's sole expense.
5. OWNER shall not discharge any Hazardous Material into the Conveyances. OWNER shall immediately notify DISTRICT and immediately remediate any release or spill of a Hazardous Material into the Conveyances at OWNER's sole expense, to the satisfaction of DISTRICT and any interested governmental agency.
6. OWNER shall be responsible for the quality of the Discharge released into the Conveyances and shall ensure that all Discharge so released complies with all applicable federal, state, regional, and local laws, rules and regulations. Any damage to persons, the environment, surface water, or groundwater that results solely from the discharge by OWNER that does not comply with the requirements of this Agreement shall be solely the responsibility of OWNER.
7. OWNER warrants that the Discharge into DISTRICT Conveyances pursuant to this Agreement shall comply at all times with the quality standards of any federal, state, regional, or local governmental agency.

IV. **Monitoring**

1. OWNER shall furnish DISTRICT, without cost, copies of any and all analyses or recorded water quality testing of the Discharge to be discharged pursuant to this Agreement.
2. DISTRICT shall have the right, but not the obligation, after reasonable prior written notice to OWNER, to enter upon the property of OWNER for the purpose of obtaining samples of the Discharge being released to the Conveyances.
3. LANDOWNER shall have in place a regulating valve or valves at the inlet and/or termination of its Discharge lines and a flow meter at its outlet into the Irrigation System. Construction, installation, reconstruction, modification, and repair of the Discharge lines, regulating valves and flow meter shall be performed under the supervision of, and in accordance with, applicable DISTRICT Specifications, at Landowner's sole expense.

V. **Warranties**

1. DISTRICT does not warrant that there will be any preexisting flow or capacity in the Conveyances at any time. OWNER shall acquire no right to water within the Conveyances by this agreement.
2. DISTRICT shall promptly notify OWNER of any issues regarding property use or access relating to this Agreement.
3. DISTRICT does not warrant that the alignment and condition of the Conveyances, including the Reed Pond, will not change. DISTRICT in its sole discretion may decide to move, pipe, underground, realign or reconstruct the Reed Pond. OWNER shall bear all direct and indirect costs or expenses of relocating its conveyance and outlet works in such event.

VI. **Maintenance and Operations**

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Reed Pond or its Conveyances connected thereto, DISTRICT may require that OWNER cease any and all discharge into said facility until such time as DISTRICT informs OWNER that such maintenance and reconstruction work is completed.
2. Except in Emergency Circumstances, DISTRICT shall provide OWNER advance notice of any ordinary maintenance and reconstruction work that will require OWNER to cease any and all discharge into said facility.

3. The maintenance, operation and repair of any facility constructed or owned by OWNER for the purpose of releasing Discharge into the Conveyances pursuant to this Agreement shall be the responsibility of OWNER. OWNER shall provide DISTRICT five (5) days advance notice of any construction or maintenance of such facilities. DISTRICT may require OWNER to repair or replace such facilities if they constitute an unreasonable danger to any person or property or unreasonably interfere with DISTRICT use of the Conveyances. Failure to maintain such facilities in a safe and useable condition shall be grounds for immediate termination of this Agreement and removal of such facilities at OWNER's sole expense. DISTRICT shall in no way be obligated to move, repair, and/or replace such works of OWNER in the event of a realignment, reconstruction, or piping of the Conveyances.

VII. **Use of Conveyances**

1. OWNER rights granted by this Agreement are subject and subordinate to all uses and purposes DISTRICT may make of the Conveyances or of any other facilities or property of DISTRICT. Any use made by OWNER of the Conveyances pursuant to this Agreement shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said Conveyances. OWNER use of the Conveyances is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the Conveyances.
2. In Emergency Circumstances, DISTRICT may require OWNER to reduce or terminate said Discharge to a rate established by DISTRICT, if the release of Discharge by OWNER pursuant to this Agreement is determined by DISTRICT to substantially interfere with DISTRICT use of the Conveyances.
3. This Agreement only creates the ability of OWNER to use the Conveyances for a limited purpose and under limited conditions. It does not create any equitable interest in the Conveyances, or an easement, nor does it convey to OWNER any right, title or interest in or to any property or facility of DISTRICT. OWNER shall make no other use of the Conveyances other than as expressly provided in this Agreement.
4. Except as already exists, or as herein expressly permitted, OWNER shall not place or permit to be placed on, in, across or through the Conveyances easements or rights of way, any object or structures, nor do or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its Conveyances, easements and rights of way.

5. Upon termination of this Agreement, for any cause, DISTRICT may prevent further Discharge to the Conveyances either by requiring that OWNER close the valves owned by OWNER or by requiring OWNER to physically remove or seal off OWNER facilities where they enter the Conveyances and/or the DISTRICT'S easements and rights of way. OWNER shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of OWNER facilities.

VIII. Defense, Indemnification, Liability and Damages

1. OWNER shall defend and indemnify DISTRICT, its Directors, officers, employees and agents, for all costs, damages, penalties and fees of any kind from claims, complaints or causes of action for illness, death, personal injury, property or environmental claims, including attorneys' fees incurred in a judicial or administrative proceeding, where such claim, complaint or cause of action arises solely out of the release of OWNER Discharge into the Conveyances by OWNER. This obligation shall survive the termination of this Agreement.
2. Should the DISTRICT'S Conveyances or the natural drainage streams, channels or rivers, or the drains and channels of others, into which the Conveyances flows, be, for any reason beyond their reasonable control, incapable of handling the Discharge flows produced and generated by OWNER through no fault of DISTRICT, then DISTRICT shall incur no liability to OWNER.
3. Should the DISTRICT require cessation of OWNER Discharge due to Emergency Circumstances beyond the control of DISTRICT, then DISTRICT shall incur no liability to OWNER.
4. Should it become necessary to reduce or terminate OWNER's discharge into the Conveyances due to any governmental, administrative, regulatory or court action, then DISTRICT shall incur no liability to OWNER.

IX. Payment

As consideration for DISTRICT'S consent to release OWNER'S Discharge into DISTRICT'S facilities, OWNER agrees that:

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21-week winter period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to \$320.00 for 2022.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.

3. This Agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. **Termination**

1. Subject to DISTRICT'S right to suspend release of Discharge under Paragraph 4 of Article III, above, if after thirty (30) days written notice by DISTRICT to OWNER of a release of Discharge into the Conveyances which is contrary to the terms and conditions identified or referred to in Section III, and if such condition which caused such release has not been substantially corrected by OWNER, then DISTRICT, after a public hearing noticed by agenda with specific prior notice being given to OWNER, shall be free to terminate this Agreement. Should DISTRICT terminate this Agreement pursuant to this paragraph, OWNER shall continue to defend and indemnify DISTRICT in accordance with Section VIII herein with regard to liability or causes of action resulting from the performance of this Agreement.
2. For any other breach of this Agreement not covered in Sections II and III, the parties shall give thirty (30) days written notice to the other of any breach and provide the other with the ability to cure the breach. If such breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Agreement.
3. Upon termination of this Agreement, OWNER shall be responsible for removing all of its facilities that are within the property of DISTRICT and used to release Discharge into the Conveyances. If OWNER does not remove these facilities promptly, then DISTRICT shall remove the facilities and OWNER shall reimburse DISTRICT for all costs incurred.

XI. **Assignment**

"The right of OWNER to use the property of DISTRICT pursuant to this Agreement is restricted solely to OWNER and shall not be assigned, transferred, subleased [sublicensed], encumbered, or subject to any security interest without the written authorization of DISTRICT, which consent shall not be unreasonably withheld; provided that OWNER may assign this Agreement and its obligations hereunder to any successor to its church by merger or consolidation or to any party acquiring substantially all of the assets of OWNER'S church, for which the land use shall remain substantially the same, and for which there is no quantifiable change in the volume or quality of the discharge. If District agrees in writing to an assignment of this Agreement, Owner shall remain obligated hereunder until settlement."

XII. **Term**

This Agreement shall continue in force and effect for a period of one (1) year from the date of execution, unless it is terminated in accordance with the provisions of Section X of this Agreement. In the event that either party intends to deny renewal of this Agreement at the expiration of a one (1) year term, such intent must be made in writing to the other party no less than three (3) months prior to the expiration of this Agreement.

XIII. **Miscellaneous Provisions**

1. All required written notices hereunder shall be conveyed via registered mail as follows:

OWNER

Lead Pastor/Elder Board Chairman
River Oak Grace Community Church
7712 Rodden Road
Oakdale, California 95361

DISTRICT

General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

All notices shall be effective when deposited with the United States Post Office, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. For notice purposes, each party agrees to keep the other informed at all times of their current address.

2. This Agreement fully incorporates the agreements and understandings of OWNER with DISTRICT with respect to the subject matter hereof and all prior negotiations, drafts, agreements (including the Interim Agreement) and other communications between OWNER and DISTRICT are superseded by this Agreement. The parties have read and fully understand the terms of this Agreement and have had the opportunity to be advised by an attorney with respect to this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the parties sought to be charged or bound by the alteration or amendment.

3. This Agreement has been negotiated and executed in the State of California. If there is a lawsuit, OWNER agrees to submit to the jurisdiction of the courts of Stanislaus County, State of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
4. The words "OWNER" and "DISTRICT" include the successors, assigns, and transferees of each of them. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. This Agreement is the product of negotiation of the parties and the rule of Civil Code, Section 1654 regarding uncertainties caused by a party shall not apply. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances and all provisions of the Agreement in all other respects shall remain valid and enforceable. It is not necessary for either party to inquire into the powers of the other or of the officers, directors, partners, or agents acting or purporting to act on its behalf.
5. The parties shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the party being charged with waiver. No delay or omission on the part of the parties in exercising any rights shall operate as a waiver of such right or any other right. A waiver by a party of a provision of the Agreement shall not prejudice or constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by party, nor any course of dealing between the parties, shall constitute a waiver of any of a party's rights or of any of a party's obligations as to any future transactions. Whenever the consent of a party is required under this Agreement, the granting of such consent by that party in any instance shall not constitute continuing consent.

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 Knell, P.E.
General Manager/Secretary

Date

**RIVER OAK GRACE COMMUNITY CHURCH
"OWNER(S)"**

Korey Buchanek, Senior Pastor

Date

Derek Blevins, Elder Board Chairman

Date

Valliant Kenney, Elder Board Secretary

Date

Don Paulson, Elder Board Treasurer

Date

EXHIBIT "A"

Legal Description of Subject Property

All that real property situated in the unincorporated area of Stanislaus, California, located in the Northeast Quarter of Section 10, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, and being more accurately described as follows:

Beginning at a point of intersection of the Southerly line of 28 Mile Road with the Easterly line of the Southern Pacific Railroad right of way; thence South 72° 48' East, a distance of 385.34 feet; thence South 68° 18' East, a distance of 222.38 feet; thence South 64° 11' East, a distance of 650.58 feet; thence South 23° 05' 40" West, a distance of 454.28 feet; thence South 14° 39' 20" East, a distance of 1064.75 feet, to the centerline of the Stanislaus River; thence South 67° 30' West, a distance of 297.36 feet to a point on said Easterly railroad line; thence Northwesterly along said Easterly line of said railroad, to the Point of Beginning.

Also, that portion of land described as a Lot Line Adjustment and recorded as Instrument No. 92-2142 in the Office of the Stanislaus County Recorder on January 9, 1992.

Less that portion of land described as a Lot Line Adjustment and recorded as Instrument No. 92-2143 in the Office of the Stanislaus County Recorder on January 9, 1992.

End of Description

APN: 006-012-081

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 13
APN: 063-028-024

SUBJECT: APPROVE DISCHARGE AGREEMENT ON THE RIVERBANK LATERAL (APN: 063-028-024 – SCONZA CANDY COMPANY)

RECOMMENDED ACTION: Approve Discharge Agreement on the Riverbank Lateral

BACKGROUND AND/OR HISTORY:

Annual Discharge Agreements are required to permit the owner of the parcel noted above to discharge water from the property into the OID Riverbank Lateral. The recommended 2022 Discharge Agreement fee, a total of \$2,240.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the discharge all year. Staff recommends approval of the attached 2022 Agreement as drafted.

FISCAL IMPACT: Sconza Annual Discharge Fee = \$2,240.00 (OID Income)

ATTACHMENTS:

- Discharge Agreement with Sconza Candy Company
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
DISCHARGE AGREEMENT
WITH
SCONZA CANDY COMPANY**

This Agreement is made and entered into as of the _____ day of February, 2022, by and between Oakdale Irrigation District ("DISTRICT") and Sconza Candy Company ("SCONZA").

W I T N E S S E T H

RECITALS:

- A. Whereas DISTRICT is an irrigation DISTRICT organized and existing under the laws of the State of California.
- B. Whereas SCONZA is a lawfully registered corporation, doing business in California, owning and operating a food processing plant located in or near Oakdale, California.
- C. Whereas, as part of the Irrigation System, DISTRICT owns and operates an irrigation conduit, commonly known as the "Riverbank Lateral."
- D. Whereas, SCONZA maintains an outfall from its existing plant to the Irrigation System and wishes to release the Discharge it generates from its operations into the Irrigation System.
- E. Whereas, SCONZA has obtained a National Pollutant Discharge Elimination System Permit ("NPDES") under which it is permitted to discharge Discharge into the Irrigation System.
- F. Whereas, SCONZA requests that DISTRICT grant permission to release said Discharge on a year-round continuous basis, subject to the terms and conditions of this Agreement.
- G. Whereas, DISTRICT is agreeable to continuing to accept Discharge from the SCONZA plant into its Irrigation System, provided that:
 - 1. Certain restrictions are met concerning the timing, location, quality, and quantity of Discharge released as set forth in this Agreement;
 - 2. SCONZA compensates DISTRICT, in the form of annual fee, to cover the costs incurred by DISTRICT in connection with the release of Discharge by SCONZA into the Irrigation System, as provided in this Agreement.

NOW THEREFORE IT IS AGREED by and between DISTRICT and SCONZA as follows:

I. Definitions

- A. "Irrigation System" shall mean the water distribution system consisting of dams, canals, pipelines, ditches, weirs and appurtenant facilities for the transportation, control and distribution of irrigation water that the DISTRICT owns, maintains and operates.
- B. "Discharge" shall be defined as water from SCONZA'S processing plant, excluding sewage from SCONZA'S operation(s).
- C. "Emergency Circumstances" shall mean a situation when it is necessary to act to prevent imminent and substantial harm to persons or damage to property.
- D. "Hazardous Materials" shall mean any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, or hazardous substance as those terms may now or in the future defined by any applicable federal, state or local statute, ordinance or regulation promulgated by any governmental body or agency.

II. Flow

Subject to full compliance with the following conditions and limitations, SCONZA may pump and/or allow the Discharge to flow into the Riverbank Lateral at a point approximately nine hundred (900) feet east of the centerline of the previous Southern Pacific Railroad property, at a point in the Riverbank Lateral in the SW ¼ of the NW ¼ of Section 23, T.2 S., R. 10 E., M.D.B.&M., in Stanislaus County, California.

- 1. Except as provided in this Agreement, SCONZA may not release Discharge into any DISTRICT Facility other than the Riverbank Lateral.
- 2. The rate of flow of said Discharge into the Irrigation System shall not exceed 4000 gallons per minute, nor be less than 400 gallons per minute, and will be maintained as nearly as operationally practical at a constant flow of approximately 1200 gallons per minute, with a minimum amount of fluctuation unless at least twenty-four (24) hours advance notice is given to the DISTRICT by SCONZA specifying the rate and duration of flow. SCONZA shall reduce its rate of flow of said Discharge upon telephonic request of DISTRICT at any time that DISTRICT encounters Emergency Circumstances and perceives a risk that the flow may exceed the capacity of the Irrigation System, taking into consideration the amount of water already in, or about to be in, the Irrigation System.

3. SCONZA shall use its best efforts to notify the on-duty ditchtender of DISTRICT at 209-847-0341 within one (1) hour of any change in plant operations or discharges which result in cessation of flows discharging into the Irrigation System, and shall use its best efforts to notify the on-duty ditchtender of DISTRICT one (1) hour prior to commencement of discharges into the Irrigation System.
4. The right of DISTRICT to control the flow of SCONZA'S Discharge in Emergency Circumstances does not impose a duty of DISTRICT to regulate such flow.

III. **Water Quality**

1. SCONZA shall at all times maintain a NPDES permit pertaining to all Discharge released into the Irrigation System pursuant to this Agreement. SCONZA shall provide a copy of its NPDES permit to DISTRICT and shall promptly provide DISTRICT with a copy of any governmental notice pertaining to the enforcement, revision, or revocation of said permit.
2. SCONZA shall take whatever actions are necessary to ensure that the Discharge released into the Irrigation System meets with the applicable NPDES permit standards at the Discharge point in the Irrigation System. The qualities of the Discharge shall not be dependent on any preexisting flow in the Irrigation System.
3. SCONZA shall not release any Discharge into the Irrigation System that:
 - a. is not in conformity with the applicable NPDES permit applicable to the release of the Discharge;
 - b. would cause the DISTRICT to fail to meet water quality standards that are now or may be imposed upon DISTRICT'S Irrigation System by any federal, state, regional, or local governmental agency; or
 - c. would cause the DISTRICT to fail to meet water quality standards hereafter established by the DISTRICT'S Board of Directors and applied on a DISTRICT-wide level, and adopted by DISTRICT Resolution after a public notice and meeting.
4. If the Discharge released by SCONZA into the Irrigation System causes or threatens to cause significant degradation of the quality of water in the Irrigation System or downstream, the DISTRICT may require that SCONZA immediately suspend making any such discharge, and such discharge shall be resumed only after such condition has been resolved to the satisfaction of the DISTRICT or interested governmental agency.

Should any court or governmental agency order, by way of a final nonappealable order, that the release of SCONZA'S Discharge be restricted or be treated before being released into the Irrigation System, DISTRICT shall have the right to unilaterally amend this Agreement to require SCONZA to conform to such order at SCONZA'S sole expense.

5. SCONZA shall not discharge any Hazardous Material into the Irrigation System. SCONZA shall immediately notify DISTRICT and immediately remediate any release or spill of a Hazardous Material into the Irrigation System at its own expense, to the satisfaction of DISTRICT and any interested governmental agency.
6. SCONZA shall be responsible for the quality of the Discharge released into the Irrigation System and shall insure that all Discharge so released complies with all applicable federal, state, regional, and local laws, rules and regulations. Any damage to persons, the environment, surface water, or groundwater that results solely from the discharge by SCONZA that does not comply with the requirements of this Agreement shall be solely the responsibility of SCONZA.

IV. **Monitoring**

1. SCONZA shall furnish DISTRICT, without cost, copies of any and all analyses or recorded water quality testing of the Discharge to be discharged pursuant to this Agreement or in compliance with SCONZA'S NPDES permit requirements.
2. DISTRICT shall have the right, but not the obligation, after reasonable prior written notice to SCONZA, to enter upon the property of SCONZA for the purpose of obtaining samples of the Discharge being released to the Irrigation System.
3. SCONZA shall have in place a regulating valve or valves at the inlet and termination of its Discharge lines. SCONZA shall have a flow meter at its outlet into the Irrigation System. Construction, installation, reconstruction, modification, and repair of the Discharge lines, regulating valves and flow meter shall be performed under the supervision of DISTRICT and in accordance with applicable DISTRICT Specifications.

V. **Warranties**

1. DISTRICT does not warrant that there will be any preexisting flow in the Irrigation System at any time.
2. DISTRICT does not warrant that DISTRICT owns all the lands upon which the Irrigation System is located in fee title. DISTRICT does not warrant

that DISTRICT has the authority to grant access to SCONZA across any property not owned in fee title by DISTRICT. DISTRICT shall promptly notify SCONZA of any issues regarding property use or access relating to this Agreement.

3. DISTRICT does not warrant that the alignment and condition of the Irrigation System, including the Riverbank Lateral, will not change. The DISTRICT in its sole discretion may decide to move, pipe, underground, realign or reconstruct the Riverbank Lateral after one hundred eighty (180) days notice to SCONZA, except in an Emergency Circumstance. SCONZA shall bear all direct and indirect costs or expenses of relocating its conveyance and outlet works in such event.
4. SCONZA warrants that the Discharge into DISTRICT Irrigation system pursuant to this Agreement shall comply at all times with the quality standards as set by any federal, state, regional, or local governmental agency.

VI. **Maintenance and Operations**

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Riverbank Lateral or its Irrigation System connected thereto, DISTRICT may require that SCONZA cease any and all discharge into the Riverbank Lateral until such time as DISTRICT informs SCONZA that such maintenance and reconstruction work is completed. During such times, SCONZA shall be permitted to release Discharge into District's Crane Lateral via a temporary conveyance facility installed at the sole expense of SCONZA. The construction, installation, operation, maintenance and use of such conveyance facility by SCONZA shall comply in all aspects with all of the provisions of this Agreement, and DISTRICT shall have the same rights of access as provided in Section IV of this Agreement. DISTRICT shall use its best efforts to avoid or minimize any disruption of SCONZA'S plant operations during such maintenance and reconstruction work.
2. Except in Emergency Circumstances, DISTRICT shall provide to SCONZA at least thirty (30) days advance notice of any work that will require SCONZA to release Discharge into the Crane Lateral.
3. The maintenance, operation and repair of any facility constructed or owned by SCONZA for the purpose of releasing Discharge into the Irrigation System pursuant to this Agreement shall be the responsibility of SCONZA, excluding any such work required to correct damage caused by the negligent act or failure to act by DISTRICT. SCONZA shall provide DISTRICT with five (5) days advance notice of any construction or maintenance of such facilities. DISTRICT may require SCONZA to repair

or replace such facilities if they constitute an unreasonable danger to any person or property or unreasonably interfere with DISTRICT'S use of the Irrigation System. Failure to maintain such facilities in a safe and useable condition shall be grounds for immediate termination of this Agreement and removal of such facilities at SCONZA'S expense. The DISTRICT shall in no way be obligated to move, repair, and/or replace such works of SCONZA in the event of a realignment, reconstruction, or piping of the Irrigation System.

VII. Use of Irrigation System

1. SCONZA'S rights granted by this Agreement are subject and subordinate to all uses and purposes DISTRICT may make of the Irrigation System or of any other facilities or property of DISTRICT. Any use made by SCONZA of the Irrigation System pursuant to this Agreement shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said Irrigation System. SCONZA'S use of the Irrigation System is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the Irrigation System.
2. DISTRICT, in Emergency Circumstances, may require SCONZA to reduce said Discharge to a rate established by DISTRICT if the release of Discharge by SCONZA pursuant to this Agreement is determined by DISTRICT to substantially interfere with DISTRICT'S use of the Irrigation System.
3. This Agreement only creates the ability of SCONZA to use DISTRICT'S Irrigation System for a limited purpose and under limited conditions. It does not create any equitable interest in DISTRICT'S Irrigation System, or an easement, nor does it convey to SCONZA any right, title or interest in or to any property or facility of DISTRICT. SCONZA shall make no other use of the Irrigation System other than as expressly provided in this Agreement.
4. Except as already exists, or as herein expressly permitted, SCONZA shall not place or permit to be placed on, in, across or through DISTRICT right-of-way for its Irrigation System any object or structures, nor do or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its Irrigation System and rights-of-way.
5. Upon termination of this Agreement for any cause, DISTRICT may prevent further Discharge from flowing in the Irrigation System either by requiring that SCONZA close the valves owned by SCONZA or by requiring SCONZA to physically remove or seal off their facilities where they enter the Irrigation System and/or the DISTRICT'S easements or rights-of-way.

SCONZA shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of SCONZA'S facilities.

VIII. Defense, Indemnification, Liability and Damages

1. Except for occurrences which are due to the sole negligence or intentional act of DISTRICT, SCONZA shall defend and indemnify DISTRICT, its Directors, officers, employees and agents, for all costs, damages, penalties and fees of any kind from claims, complaints or causes of action for illness, death, personal injury, property or environmental claims, including attorneys fees incurred in a judicial or administrative proceeding, where such claim, complaint or cause of action arises solely out of the release of SCONZA'S Discharge into the Irrigation System by SCONZA. This obligation shall survive the termination of this Agreement.
2. Should the DISTRICT'S Irrigation System or the natural drainage streams, channels or rivers, or the drains and channels of others, into which the Irrigation System flows, be, for any reason beyond their reasonable control, incapable of handling the Discharge flows produced and generated by SCONZA through no fault of DISTRICT, then DISTRICT shall incur no liability to SCONZA.
3. Should the DISTRICT require cessation of SCONZA'S Discharge due to Emergency Circumstances beyond the control of DISTRICT, then DISTRICT shall incur no liability to SCONZA.
4. Should it become necessary to reduce or terminate the discharge of Discharge by SCONZA into the Irrigation System due to any governmental, administrative, regulatory or court action, then DISTRICT shall incur no liability to SCONZA.

IX. Payment

As consideration for DISTRICT'S consent to release its Discharge into DISTRICT'S facilities, SCONZA agrees that:

1. "Retainer" is calculated using 1.25 Agricultural Water hours per week over a 52-week period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to an annual fee of \$2,240.00 for 2022.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.

3. This agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. **Termination**

1. Subject to DISTRICT'S right to suspend release of Discharge under Paragraph 4 of Article III, above, if after thirty (30) days written notice by DISTRICT to SCONZA of a release of Discharge into the Irrigation System which is contrary to the terms and conditions identified or referred to in Section III, and if such condition which caused such release has not been substantially corrected by SCONZA, then DISTRICT, after public meeting noticed by agenda with specific prior notice being given to SCONZA, shall be free to terminate this Agreement. Should DISTRICT terminate this Agreement pursuant to this paragraph, SCONZA shall continue to defend and indemnify DISTRICT in accordance with Section VIII herein with regard to liability or causes of action resulting from the performance of this Agreement.
2. For any other breach of this Agreement not covered in Sections II and III, the parties shall give thirty (30) days written notice to the other of any breach and provide the other with the ability to cure the breach. If such breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Agreement.
3. Upon termination of this Agreement, SCONZA shall be responsible for removing all of its facilities used to release Discharge into the Irrigation System that are within the property of the DISTRICT (easement or fee title) known commonly as the Riverbank Lateral and/or Crane Pipeline. If SCONZA does not remove these facilities promptly, then DISTRICT shall remove the facilities and SCONZA shall reimburse DISTRICT for all costs incurred.

XI. **Assignment**

This Agreement shall be assignable by SCONZA, either in whole or in part, to a subsidiary or affiliate of SCONZA. Any other assignment requires the prior written consent of the DISTRICT.

XII. **Term**

This Agreement shall continue in force and effect for a period of one (1) year unless it is terminated in accordance with the provisions of Section X of this Agreement. Negotiations to renew the Agreement must be initiated at least three (3) months prior to expiration. In the event that neither party initiates negotiations three (3) months prior to

termination of this Agreement, the current conditions of this Agreement shall remain in effect for at least three (3) months once notification of the intent to renegotiate is made in writing. In the event that either party intends to deny renewal of this Agreement at the expiration of a one (1) year term, such intent must be made in writing to the other party no less than three (3) months prior to the expiration of this Agreement.

XIII. Miscellaneous Provisions

1. All required written notices hereunder shall be conveyed via registered mail as follows:

Ronald Sconza
President and CEO
Sconza Candy Company
1400 Yosemite Avenue
Oakdale, CA 95361

General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

All notices shall be effective when deposited with the United States Post Office, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. For notice purposes, each party agrees to keep the other informed at all times of their current address.

2. This Agreement fully incorporates the agreements and understandings of SCONZA with DISTRICT with respect to the subject matter hereof and all prior negotiations, drafts, agreements (including the Interim Agreement) and other communications between SCONZA and DISTRICT are superseded by this Agreement. The parties have read and fully understand the terms of this Agreement and have had the opportunity to be advised by an attorney with respect to this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the parties sought to be charged or bound by the alteration or amendment.
3. This Agreement has been negotiated and executed in the State of California. If there is a lawsuit, SCONZA agrees to submit to the jurisdiction of the courts of Stanislaus County, State of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. The words "SCONZA" and "DISTRICT" include the successors, assigns, and transferees of each of them. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. This Agreement is the product of negotiation of the parties and the rule of Civil Code, Section 1654 regarding uncertainties caused by a party shall not apply. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances and all provisions of the Agreement in all other respects shall remain valid and enforceable. It is not necessary for either party to inquire into the powers of the other or of the officers, directors, partners, or agents acting or purporting to act on its behalf.
5. The parties shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the party being charged with waiver. No delay or omission on the part of the parties in exercising any rights shall operate as a waiver of such right or any other right. A waiver by a party of a provision of the Agreement shall not prejudice or constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by party, nor any course of dealing between the parties, shall constitute a waiver of any of a party's rights or of any of a party's obligations as to any future transactions. Whenever the consent of a party is required under this Agreement, the granting of such consent by that party in any instance shall not constitute continuing consent.

SCONZA CANDY COMPANY

Ronald Sconza
President and CEO

Date

OAKDALE IRRIGATION DISTRICT

Steve Knell, P.E.
General Manager/ Secretary

Date



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF FEBRUARY 1, 2022

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 14
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO PROVIDE STAFF WITH DIRECTION TO PROCEED WITH PREFERRED REDISTRICTING OPTION

RECOMMENDED ACTION: Provide staff with direction on preferred redistricting option

BACKGROUND AND DISCUSSION:

Under California Election Code sections 22000-22002, OID is required to adjust Directors' Division (Division) boundaries after each federal census to ensure equal population in each division. The Elections Code does not precisely define what constitutes "equal population", however Stanislaus County has previously noted that a deviation under 10% is generally defensible. Results of the 2020 census data compared to the current Directors' divisions are as follows:

Current BOD Boundaries - 2020 Census Pop					
	Div 1	Div 2	Div 3	Div 4	Div 5
Total Proportioned Population:	7517	6532	6610	6775	8326
Deviation from avg:	-365	620	542	377	-1174
% dev from avg:	-5.1	8.7	7.6	5.3	-16.4
					Average 7152
Current BOD Boundaries - Division Acreage					
	Div 1	Div 2	Div 3	Div 4	Div 5
Total Acreage:	10956	21931	7647	27565	13883
Deviation from avg:	5440	-5535	8749	-11169	2513
% dev from avg:	33.2	-33.8	53.4	-68.1	15.3
					Average 16396

At the December 14, 2021 Board Meeting, the Board directed staff to proceed with two map options to meet this requirement. The Option 1 map consists of the adjustment of Division boundary lines to only achieve equal population distribution. Staff found it reasonable to achieve population deviations of less than 2% in each Division by only making somewhat minor adjustments to the boundaries within the City of Oakdale (City) limits. The Option 2 map considers the total Division acreage in addition to population, provided that contiguous and identifiable boundary lines could be maintained. The second redistricting alternative resulted in more significant boundary line shifts in Divisions 2 through 5 to more equally distribute the acreage (range of 14,443 to 20,296 acres) and some additional modifications within the City limits to keep the population deviation of each Division under 2%. As shown in the attached maps, the boundary lines follow main roads/canals where feasible. Otherwise, the boundary lines follow parcel lines where necessary to evenly distribute population. Staff's intent in both options was to provide clear and contiguous boundary lines to the extent possible for the benefit of both the public and the Board.

Observations for consideration include:

- The largest population growth since the 2010 census data was experienced in Division 5, where expansions in the Bridle Ridge and Vineyards subdivision areas have occurred over the last 10 years.
- An equal distribution of parcels by size (i.e., urban, ranchette & commercial ag) in each division was unable to be reasonably achieved without creating non-contiguous or ambiguous boundaries.
- With the general population being so heavily concentrated within City limits (approx. 65% of total district population), it is not feasible to create “town” and “ag” divisions. Therefore, each division continues to represent a portion of the City of Oakdale in both map options.
- In addition to population, the California Elections Code states that the Board of Directors may consider the following factors: (1) topography, (2) geography, (3) cohesiveness, continuity, integrity, and compactness of territory, and (4) communities of interest of the district. To that end, staff made an effort to maintain the entirety of San Joaquin County, the OID Rural Water System and East Oakdale domestic Improvement Districts, and Orange Blossom/Horseshoe Road within independent Director Divisions as these areas occasionally share collective interests and concerns.

Following public and Board review and input during this action item, staff will refine and produce final maps to be presented for Board consideration after a formal public hearing at the March 1, 2022 meeting. The preferred map option will also be placed on the homepage of the OID website (www.oakdaleirrigation.com) for public review. The new boundaries must be adopted, certified, and submitted to the Stanislaus County Clerk’s Office no later than April 17, 2022.

FISCAL IMPACT: Staff time to analyze and adjust Division boundaries

ATTACHMENTS:

- **Draft Redistricting Map: Current vs. Option 1 Boundaries (Population Only)**
- **Draft Redistricting Map: Current vs. Option 2 Boundaries (Population & Total Acreage)**

Board Motion:

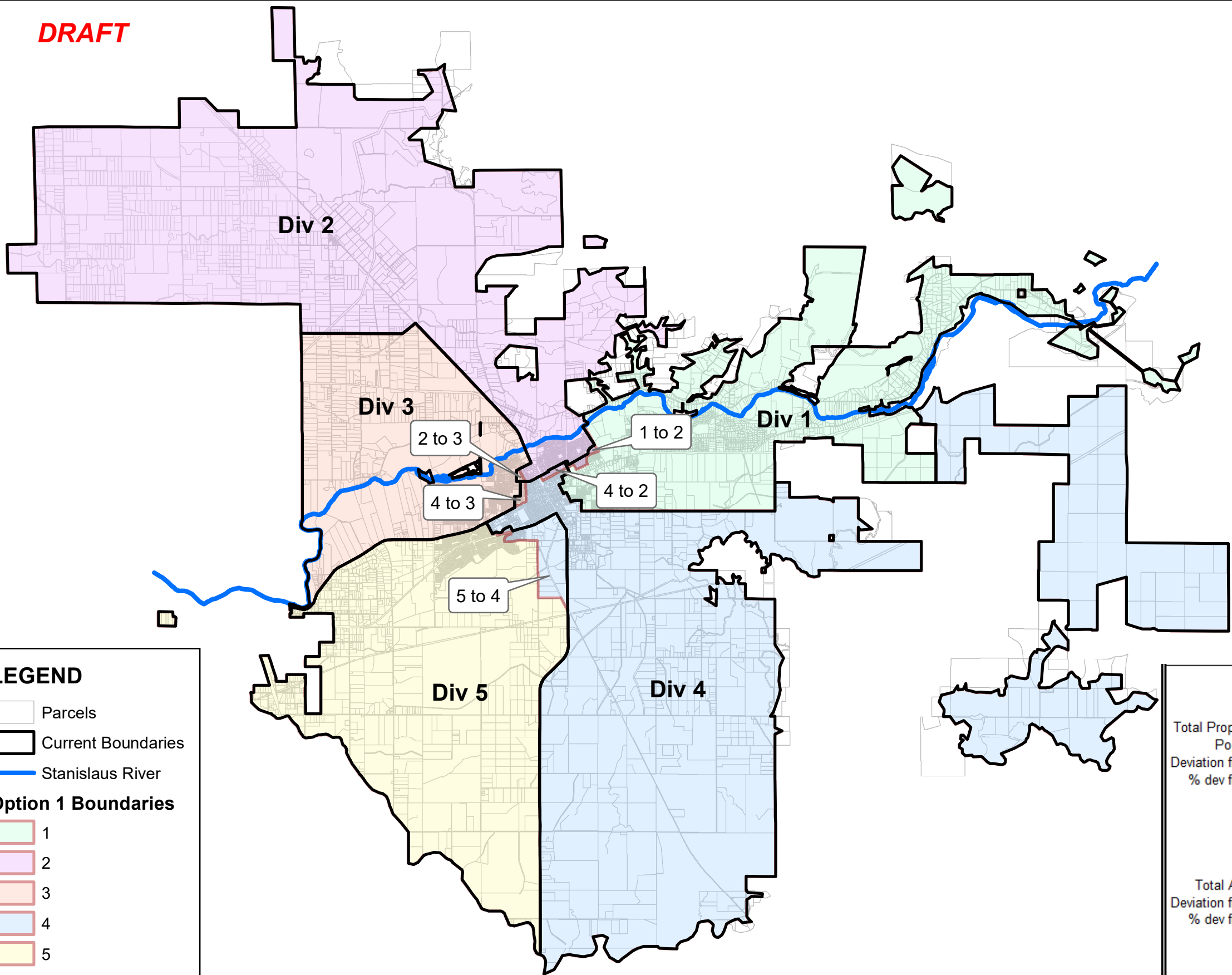
Motion by: _____ **Second by:** _____

VOTE

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

Action(s) to be taken:

DRAFT



LEGEND

- Parcels
- Current Boundaries
- Stanislaus River

Option 1 Boundaries

- 1
- 2
- 3
- 4
- 5

Option 1 BOD Boundaries - 2020 Census Pop					
	Div 1	Div 2	Div 3	Div 4	Div 5
Total Proportioned Population:	7025	7172	7073	7201	7289
Deviation from avg:	127	-20	79	-49	-137
% dev from avg:	1.8	-0.3	1.1	-0.7	-1.9
					Average 7152
Option 1 BOD Boundaries - Division Acreage					
	Div 1	Div 2	Div 3	Div 4	Div 5
Total Acreage:	10905	21999	7695	28000	13381
Deviation from avg:	5491	-5603	8701	-11604	3015
% dev from avg:	33.5	-34.2	53.1	-70.8	18.4
					Average 16396

N

0

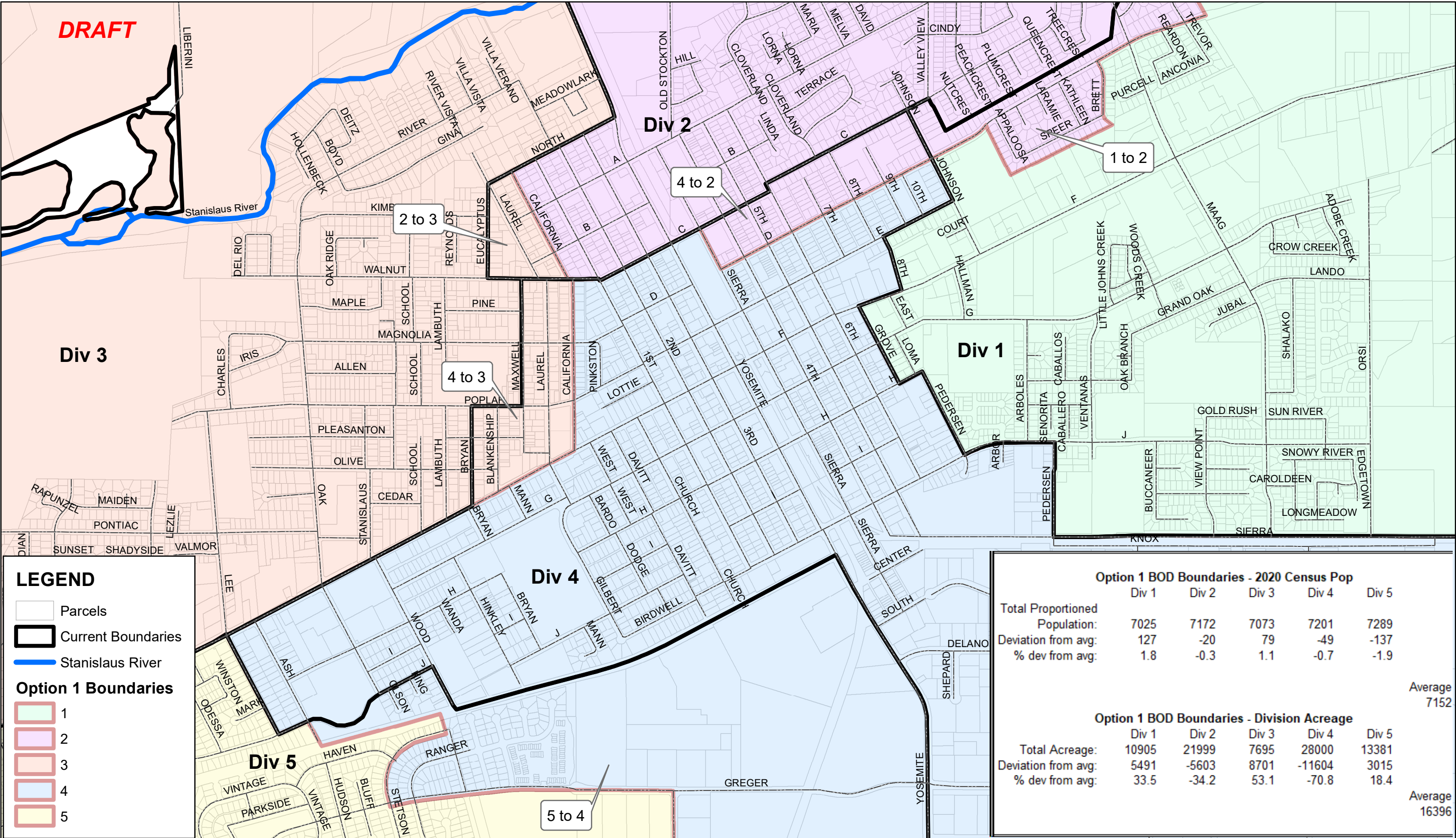
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4 Miles

**OAKDALE IRRIGATION DISTRICT
DRAFT 2022 BOARD OF DIRECTORS DRAFT REDISTRICING MAP
CURRENT vs. OPTION 1 BOUNDARIES**

Date: 1/25/22
Drawn By: ECS
Checked By: ECT
Sheet 1 of 2

DRAFT



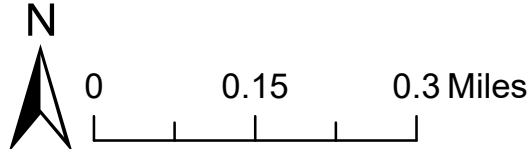
LEGEND

- Parcels
- Current Boundaries
- Stanislaus River

Option 1 Boundaries

- 1
- 2
- 3
- 4
- 5

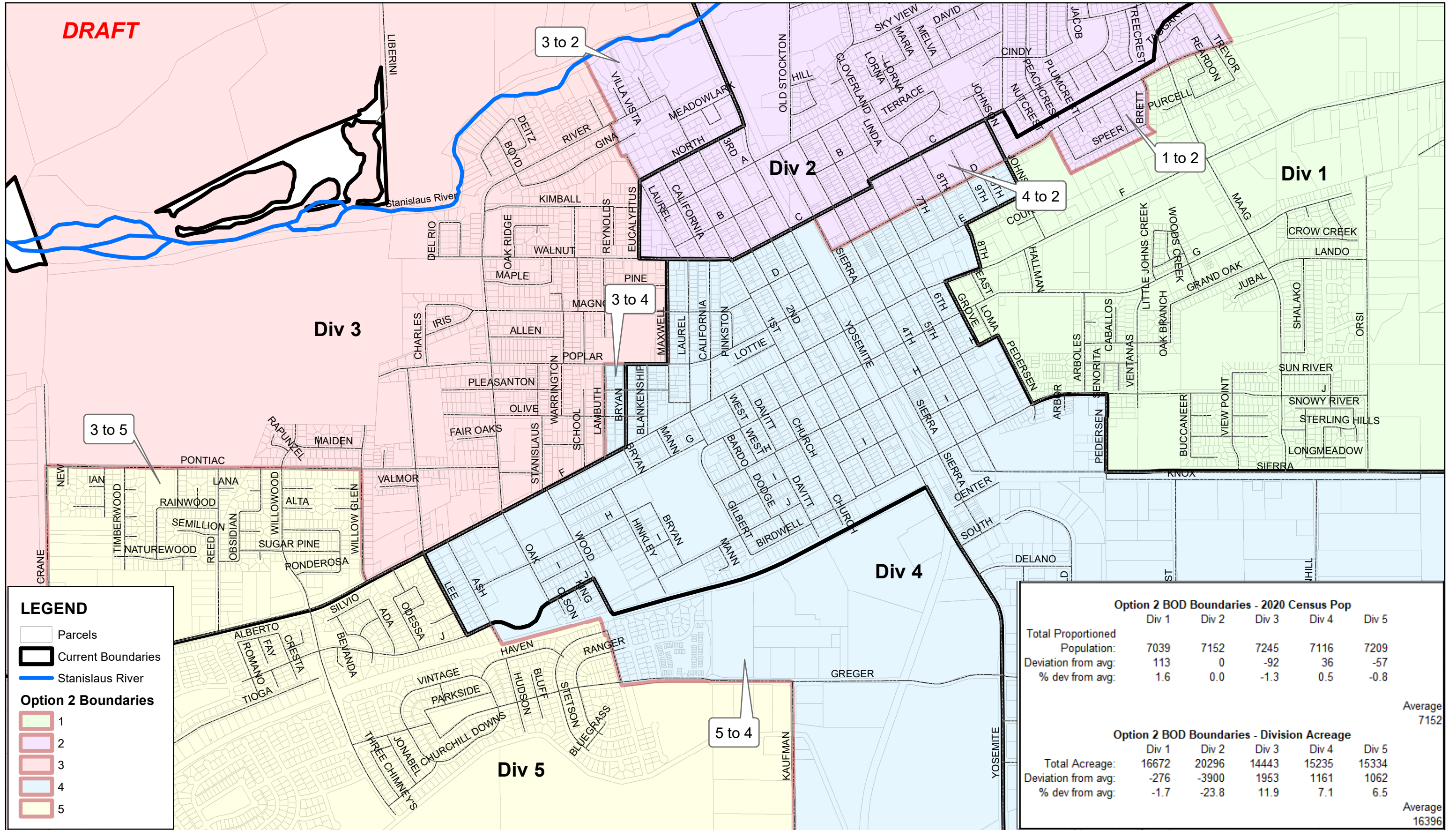
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% dev from avg:	33.5	-34.2	53.1	-70.8	18.4
Average 16396					






**OAKDALE IRRIGATION DISTRICT
DRAFT 2022 BOARD OF DIRECTORS DRAFT REDISTRICTING MAP
CURRENT vs. OPTION 1 BOUNDARIES**

Date: 1/25/22
Drawn By: ECS
Checked By: ECT
Sheet 2 of 2

DRAFT



LEGEND

 Parcels
 Current Boundaries
 Stanislaus River

Option 2 Boundaries

- 1
- 2
- 3
- 4
- 5

Option 2 BOD Boundaries - 2020 Census Pop

	Div 1	Div 2	Div 3	Div 4	Div 5
Total Proportioned Population:	7039	7152	7245	7116	7209
Deviation from avg:	113	0	-92	36	-57
% dev from avg:	1.6	0.0	-1.3	0.5	-0.8

Average
7152

Option 2 BOD Boundaries - Division Acreage

	Div 1	Div 2	Div 3	Div 4	Div 5
Total Acreage:	16672	20296	14443	15235	15334
Deviation from avg:	-276	-3900	1953	1161	1062
% dev from avg:	-1.7	-23.8	11.9	7.1	6.5

average
16396

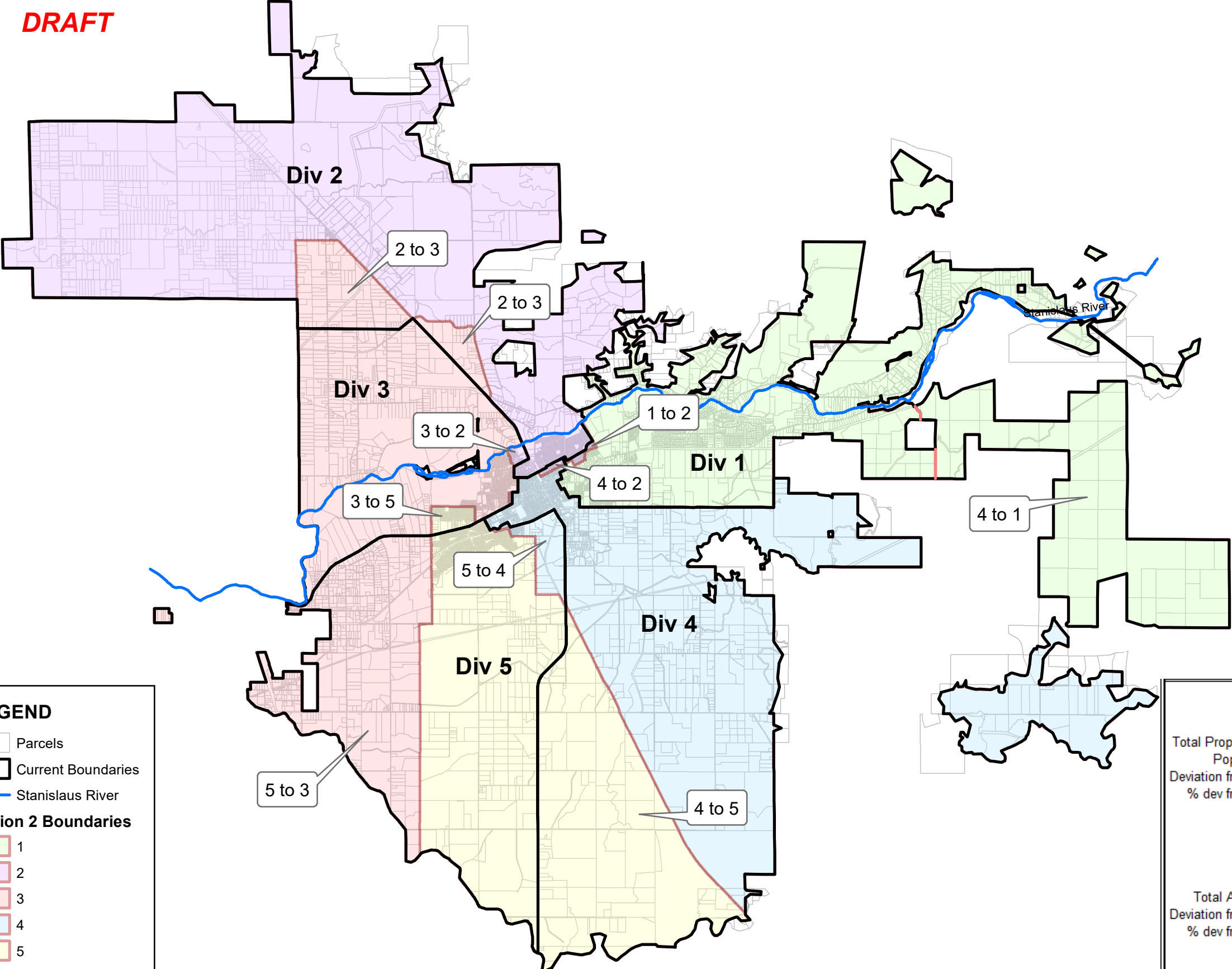


0 0.2 0.4 Miles

**OAKDALE IRRIGATION DISTRICT
DRAFT 2022 BOARD OF DIRECTORS DRAFT REDISTRICING MAP
CURRENT vs. OPTION 2 BOUNDARIES**

Date: 1/25/22
Drawn By: ECS
Checked By: ECT
Sheet 2 of 2

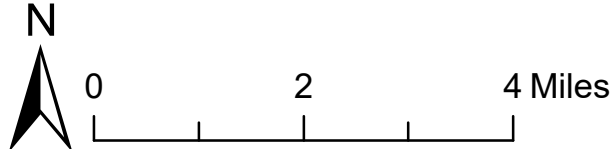
DRAFT



LEGEND

- Parcels
- Current Boundaries
- Stanislaus River
- Option 2 Boundaries**
- 1
- 2
- 3
- 4
- 5

Option 2 BOD Boundaries - 2020 Census Pop					
	Div 1	Div 2	Div 3	Div 4	Div 5
Total Proportioned Population:	7039	7152	7245	7116	7209
Deviation from avg:	113	0	-92	36	-57
% dev from avg:	1.6	0.0	-1.3	0.5	-0.8
					Average 7152
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Total Acreage:	16672	20296	14443	15235	15334
Deviation from avg:	-276	-3900	1953	1161	1062
% dev from avg:	-1.7	-23.8	11.9	7.1	6.5
					Average 16396



OAKDALE IRRIGATION DISTRICT
DRAFT 2022 BOARD OF DIRECTORS DRAFT REDISTRICING MAP
CURRENT vs. OPTION 2 BOUNDARIES

Date: 1/25/22
Drawn By: ECS
Checked By: ECT
Sheet 2 of 2

BOARD AGENDA REPORT

Date: February 1, 2022
Item Number: 15
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO HOLD A SPECIAL CLOSED SESSION BOARD MEETING ON FEBRUARY 22, 2022 AT 9:00 A.M. TO REVIEW GENERAL MANAGER APPLICATIONS

RECOMMENDED ACTION: Approve holding a Special Closed Session Board Meeting on February 22, 2022 at 9:00 a.m. to review General Manager Applications.

BACKGROUND AND/OR HISTORY:

Staff is requesting a Special Closed Session Board Meeting on February 22, 2022 at 9:00 a.m. The purpose of the meeting will be to review General Manager Applications received during the recruitment period, which ended on Friday, January 28th. Upon the Board's review, staff will be looking for direction on next steps in the General Manager Recruitment.

FISCAL IMPACT: N/A

ATTACHMENTS:

➤ N/A

Board Motion:

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

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date:	February 1, 2022
Item Number:	16
APN:	N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO PROCEED WITH SOLICITATION OF BIDS FOR DESIGN AND MATERIALS FOR THE METAL BUILDINGS PROPOSED AT THE OLD GREGER FACILITY

RECOMMENDED ACTION: Proceed with solicitation of bids for design and materials for the metal buildings proposed at the Old Greger Facility

BACKGROUND AND/OR HISTORY:

Upon conducting a value engineering review of the draft design drawings for Old Greger office and yard at the Old Greger Road property and at the recommendation of the Greger Facility Ad-Hoc Committee, the Greger Facility Project (Project) was broken into three phases (civil, yard and office) to allow flexibility for Project funding and construction. The design drawings have now finalized and construction drawings for phase 1 (civil site improvements) and phase 2 (Old yard) are currently being drafted. Additionally, the first plan submittal is currently under review by the City of Oakdale and the PG&E gas service contract has been fully executed and is on-hold pending notification from Old to schedule construction.

The next step to move the Project forward is to finalize the design of the four metal buildings in the Old yard (phase 2). The design of the metal buildings is required to finalize the construction drawings that will be part of the second submittal for final approval by the City of Oakdale. With the cost of materials continuing to increase as much as 7% per month the bids are anticipated to range from \$2.2 to \$3.5 million. At the Board's direction, staff would proceed to work with Teter to prepare the bid package and a recommendation for award of the lowest responsive and responsible bid would be brought back to the Board for consideration in +/-May 2022. Building design is anticipated to take +/-10 weeks and materials an additional 10 months thereafter (+/-May 2023).

Should the Board proceed, staff would also continue to work with Teter to finalize the construction drawings for the phase 1 and phase 2 improvements. Upon approval of the second plan submittal by the City of Oakdale, the Old Board could potentially be in position to award the bid for construction of the first two phases of the Greger Facility as soon as January 2023. The last cost estimate for phase 1 and phase 2 construction was a total of \$16 million (approximately \$8 each) and the timeline for construction is approximately 8 months. The design drawings for phase 3 (Old administration building) have been completed, but the phase 3 construction drawings remain on-hold for the time being.

The existing Old office/yard has been determined to be insufficient to meet Old's needs for future operations short of making substantial building and site improvements. The new Greger Road property was purchased thereafter with the intent of building the new Greger Facility. With construction costs increasing approximately 5% each year, the cost of delaying the project is almost \$1.5 million annually. Staff recommends proceeding with the solicitation of bids for design and materials to continue to steadily progress toward completion of the Project.

FISCAL IMPACT: \$5,800 for bid preparation

ATTACHMENTS:

➤ None

Board Motion:

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

VOTE

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date:	February 1, 2022
Item Number:	17
APN:	N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO PROCEED WITH DRAFTING A LETTER OF INTENT TO ESTABLISH A POWER PURCHASE AGREEMENT WITH EMRGY INC. FOR A PHASE 1 HYDROPOWER DEVELOPMENT PROJECT

RECOMMENDED ACTION: Proceed with drafting a letter of intent to establish a power purchase agreement with Emrgy Inc. for a phase 1 hydropower development project.

BACKGROUND AND/OR HISTORY:

Founded in 2014, Emrgy Inc. ("Emrgy") developed a patented innovative technology to harvest embedded energy from existing waterways for distributed clean power generation. The product is specifically designed for canal applications with no impoundments or dams being necessary. Typically, these waterways are shallow and/or slow moving, so conventional methods of hydropower have been largely deemed unsuitable or cost prohibitive. Emrgy's solution is a modular turbine package that allows for the water-to-wire system to generate energy as water flows while maintaining the integrity of the channel for its intended purpose. The turbines are simply placed into existing waterways for immediately dispatchable and reliable distributed energy production, enabling customers to reduce grid energy reliance, lower electricity expenditures, and/or introduce a new revenue stream for their business.

OID's current cumulative total average PG&E electricity costs are between \$400,000 - \$430,000 per year. Emrgy together with OID staff has reviewed 16 sites within the District's water infrastructure network and believes approximately 60 – 70 percent (\$250,000 - \$290,000 per year) of OID's current PG&E costs could be offset by installing Emrgy turbines even after accounting for the non-bypassable charges that are required to still remain a PG&E customer. Should the District wish to proceed, staff recommends a pilot project (Phase 1 Project) as a first step in 2022.

A site for the proposed Phase 1 Project located at the outlet of the District's South Main Regulating Reservoir has been identified in consideration of a number of variables such as flows, slope, velocity, and proximity to interconnection. To further mitigate the District's concerns and risks with Phase 1 Project implementation, Emrgy is also proposing to develop, own, operate, and maintain the turbines and sell the generated energy to the District at a strong discount in comparison to current PG&E rates. This arrangement would be structured under a Power Purchase Agreement (PPA) between Emrgy and the District. Through a PPA the Federal Investment Tax Credit (ITC) could be utilized by Emrgy and the savings passed along to the District. It would also allow for the Phase 1 Project to proceed at no upfront or long-term maintenance costs to OID (with the exception of OID staff time) with an exit provision should any unforeseen issues occur. Under the terms of the PPA OID would have the option to buy the project out from under the PPA after year 6 and proof of concept. Alternatively, the cost for the District to purchase the Phase 1 infrastructure upfront would be \$270,000 inclusive of installation. Ongoing maintenance expenses to the tune of \$167,000 over the 20-year term would also apply.

Staff recommends proceeding with the PPA option considering the Phase 1 Project was not anticipated as part of OID's 2022 budget and the minimal risk exposure that it provides for the District.

FISCAL IMPACT: PPA Option – Staff time
Purchase Option – \$270,000 initial purchase plus staff time

ATTACHMENTS:

- Emrgy Company Info
 - OID Phase 1 Project Summary Sheet
 - Project Site Map
-

Board Motion:

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

VOTE

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

Action(s) to be taken:

Distributed Hydropower Solutions



Prepared For:
Eric Thorburn
Oakdale Irrigation District

Prepared By:
Tyler Ott
Hydropower Developer



January 25, 2022

Emrgy – The Company

Founded in 2014, Emrgy Inc. (“Emrgy”) is a Woman-Owned Business Enterprise that has developed a patented innovative technology to harvest embedded energy from existing waterways for distributed clean power generation.

Emrgy’s product is specifically designed for canal applications and no impoundments or dams are necessary. Typically, these waterways are shallow and/or slow moving, so conventional methods of hydropower have been largely deemed unsuitable or cost prohibitive. Emrgy has developed a portable, modular approach in which entire water-to-wire systems can be installed seamlessly in these areas to harvest energy continuously as water flows, while maintaining the integrity of the channel for its intended purpose.

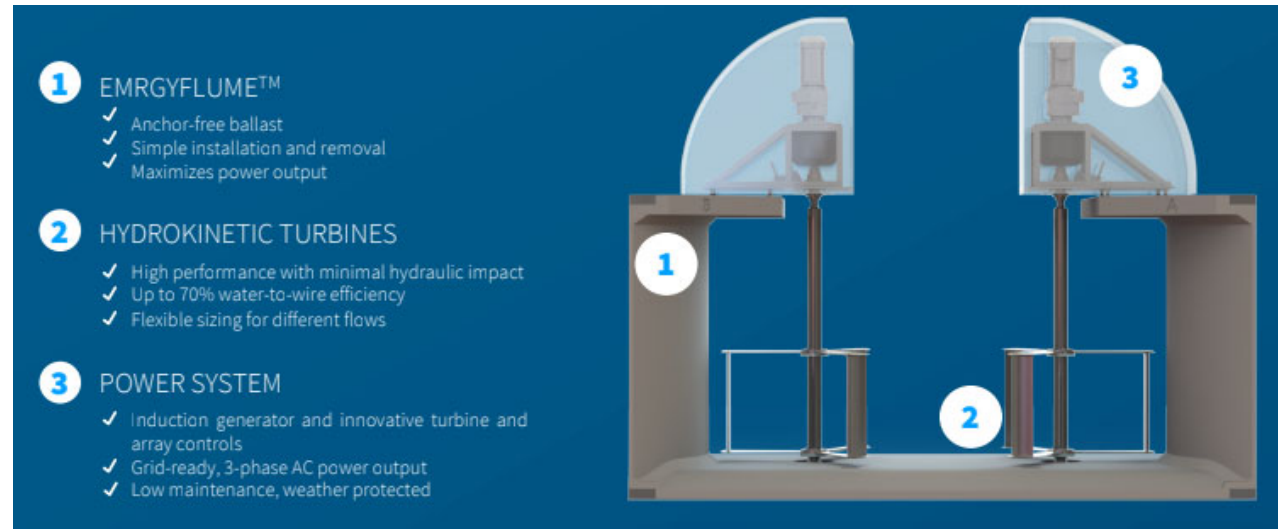
Emrgy’s adoption of modular and flexible principles for hydropower, as seen in the solar industry, dramatically reduces or eliminates environmental permitting requirements, deployment timelines, and installation costs. Emrgy’s turbines are simply placed into existing waterways for immediately dispatchable and reliable distributed energy production, enabling customers to reduce grid energy reliance, lower electricity expenditures, and/or introduce a new revenue stream for their business.

In July 2019, Emrgy entered into a commercial relationship with GE Renewable Energy to manufacture our hydrokinetic turbines using the world class reliability and quality of General Electric. GE Renewable Energy is also marketing and selling Emrgy products in select markets worldwide. While GE Hydro is expected to be the manufacturer for the hydrokinetic turbines delivered in this offering, geopolitics and/or import tariffs may impact the cost and/or feasibility of importing from GE’s offshore manufacturing facilities. Quality standards and all equipment warranties are equivalent whether the turbines are supplied by GE Hydro or US-based manufacturer of Emrgy equipment, Fairview Systems, Inc.



Figure 1 – Emrgy Turbine in Operation

Emrgy Turbines - Simplistic By Design



Let's Get in Touch

emrgy

OAKDALE IRRIGATION DISTRICT PHASE 1 PROJECT SUMMARY

Distributed Hydropower Solutions by EMRGY, Inc.



EXECUTIVE SUMMARY

Emrgy is confident that the District can replace its total PG&E energy usage with clean, local hydropower using the Emrgy system. This solution would offer significant energy cost savings in the 60 to 70 percent range based on the \$400,000 - \$430,000 paid annually to PG&E under current applicable rates schedules.

PROJECT OVERVIEW

Full Project: 80-100 turbine deployment for 100% replacement of PG&E load with Emrgy hydropower

*Phase I: 4 - 15 KW turbine deployment located in the South Main Canal, Northwest of Warnerville Road
2 - 5 KW turbine Demo deployment in April 2022 located before the measurement flume*

When looking at the District's historical energy consumption over the course of a given year, District facilities consume approximately 1,400,000 – 1,600,000 kWh annually. The Phase I project is aimed at offsetting 15% of the District's internal energy consumption; the 70kW installation is estimated to generate between 200,000kWh and 220,000kWh per year.

THE ECONOMIC OPPORTUNITY

Full Project: 600 kW project, ~1,600,000 kWh annually, ~\$2.70M net District savings over 20-yr lifetime

Phase I (PPA): 70 kW, ~220,000 kWh annually, ~\$375,000 net District savings over 20-yr lifetime

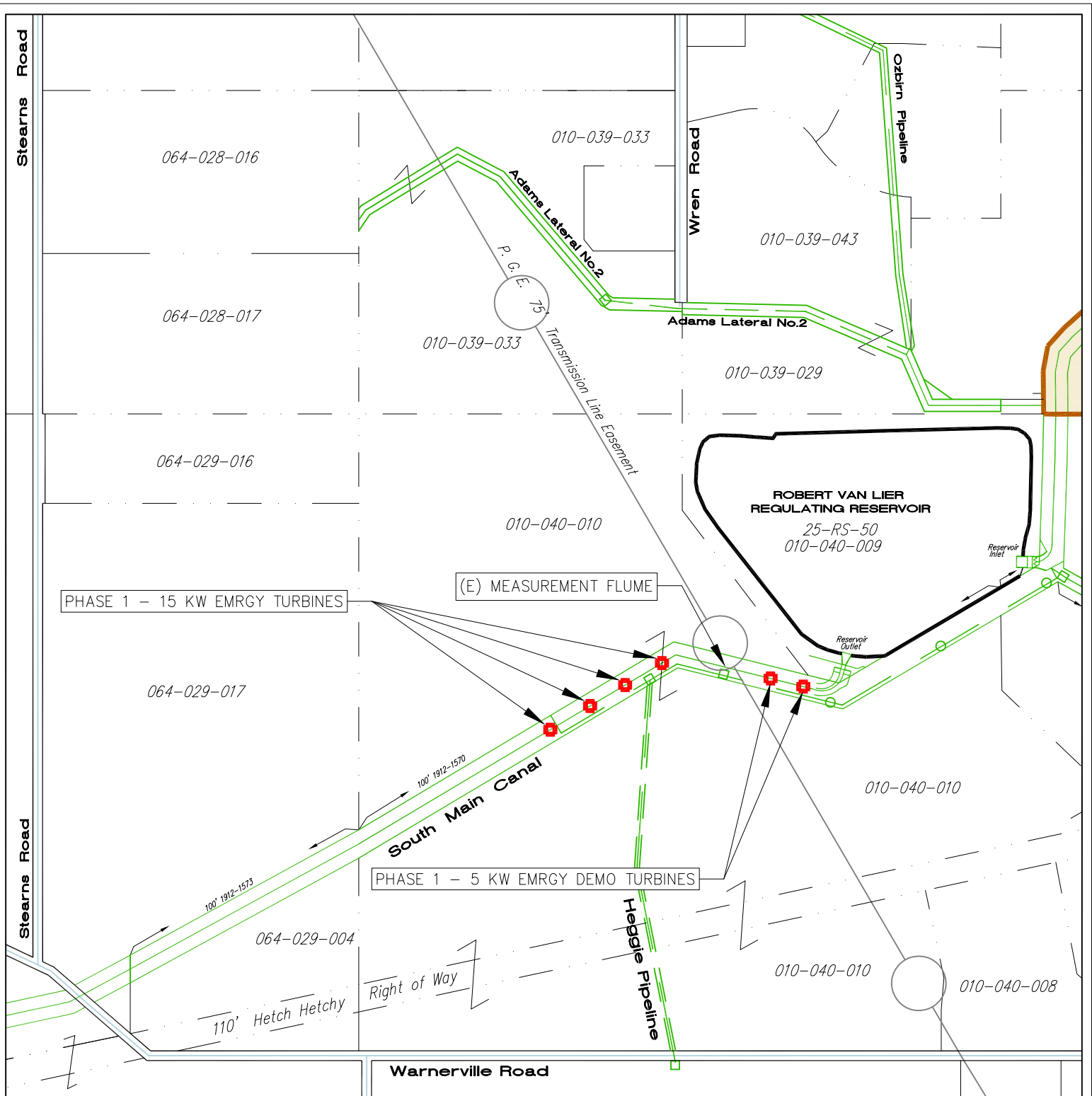
- Upfront Cost to the District - \$0
- PPA Rate - \$0.15/kWh (2% annual escalator)
- Annual O&M Cost - \$0
- 32% savings on energy generated compared to PG&E
- PPA Benefits
 - Generate savings for the District that can be utilized for new capital projects
 - Power Purchase Agreement (PPA) with Emrgy will offer the District energy costs stabilization and financial predictability
 - Advance its clean energy and sustainability goals at no cost to the District
 - Option to buy out the project out from under the PPA after year 6 and proof of concept.
 - District will generate Renewable Energy Credits (RECs) that can be used or sold
 - Long-term Operation and Maintenance (O&M) provided by Emrgy.

Phase I (Purchase): 70 kW, ~220,000 kWh annually, ~\$735,000 net District savings over 20-yr lifetime assuming 2% annual PG&E rate escalation.

- Upfront Cost to the District - \$270,000 (Including Installation)
- 20 Year Total O&M Cost Estimate - \$167,000 Total (Contracted through Emrgy, includes year 15 overhaul)
 - \$8,870 per turbine at year 15 for overhaul
- Levelized Cost of Energy (LCOE) - \$0.1406/kWh
- Simple Payback – ~8 years

NEXT STEPS

- 1) Review and approval of Emrgy's January 25, 2022 proposal and LOI by the Oakdale Irrigation District no later than February 4th, 2022 for pre-2022 irrigation season deployment of 2 turbine Demo.
- 2) Review and approval of the PPA and Site License before April 1st 2022
- 3) Deploy, installation, and commissioning of 2 turbine Demo in March-April 2022 for the 2022 irrigation season



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP EMRGY PILOT PROJECT



DATE: JAN. 26, 2022
DRAWN BY: TWH
CHECKED BY: ECT

SOUTH MAIN CANAL

NOT TO SCALE
SHEET 1 of 1



COMMUNICATIONS

BOARD MEETING OF FEBRUARY 1, 2022

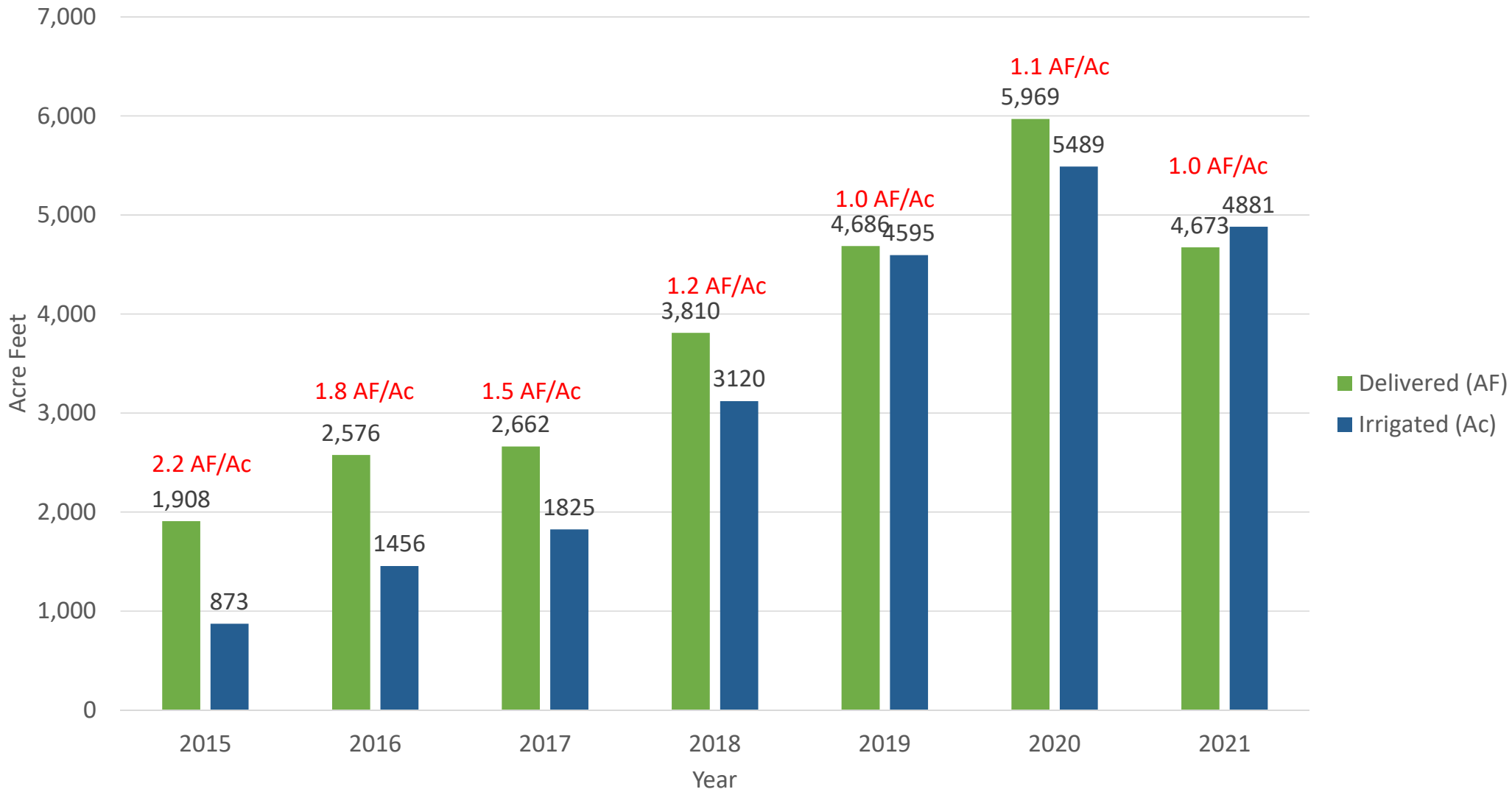
OID SURFACE WATER USE AND DEEP WELL PRODUCTION SUMMARY

Year	*Surface Water Diversions	October Surface Water Diversions	District Groundwater Pumping	Out of District Water Use
2020	237,896	19,077	1,482	5,969
2021	250,514	14,579	2,488	4,673
Avg. 2012-21	213,805	13,032	6,219	**
Avg. 2017-21	221,022	17,105	2,196	3,755

*Calendar year surface water diversions.

**Prior to 2014, volumetric billing was optional for out of district water deliveries. As such, out of district volumetric deliveries were not tracked in all cases.

Out of District Water Deliveries



Summary

ENSO Alert System Status: **La Niña Advisory**

La Niña is present.*

Equatorial sea surface temperatures (SSTs) are below average across the east-central and eastern Pacific Ocean.

The tropical Pacific atmosphere is consistent with La Niña.

La Niña is likely to continue into the Northern Hemisphere spring (67% chance during March-May 2022) and then transition to ENSO-neutral (51% chance during April-June 2022).*

* Note: These statements are updated once a month (2nd Thursday of each month) in association with the ENSO Diagnostics Discussion, which can be found by clicking [here](#).

U. S. Seasonal Outlooks

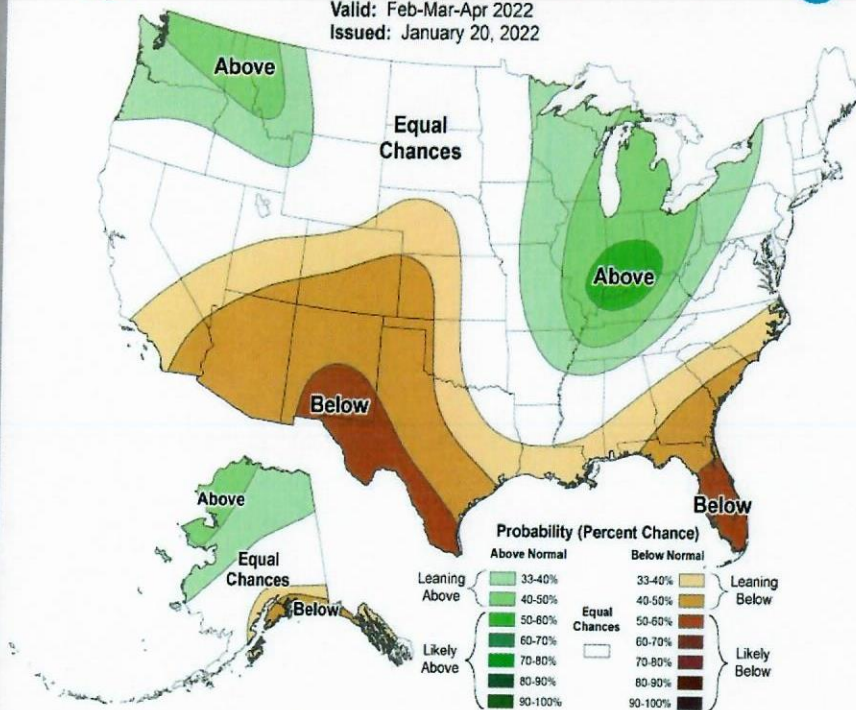
January - March 2022

The seasonal outlooks combine the effects of long-term trends, soil moisture, and, when appropriate, ENSO.

Precipitation

Seasonal Precipitation Outlook

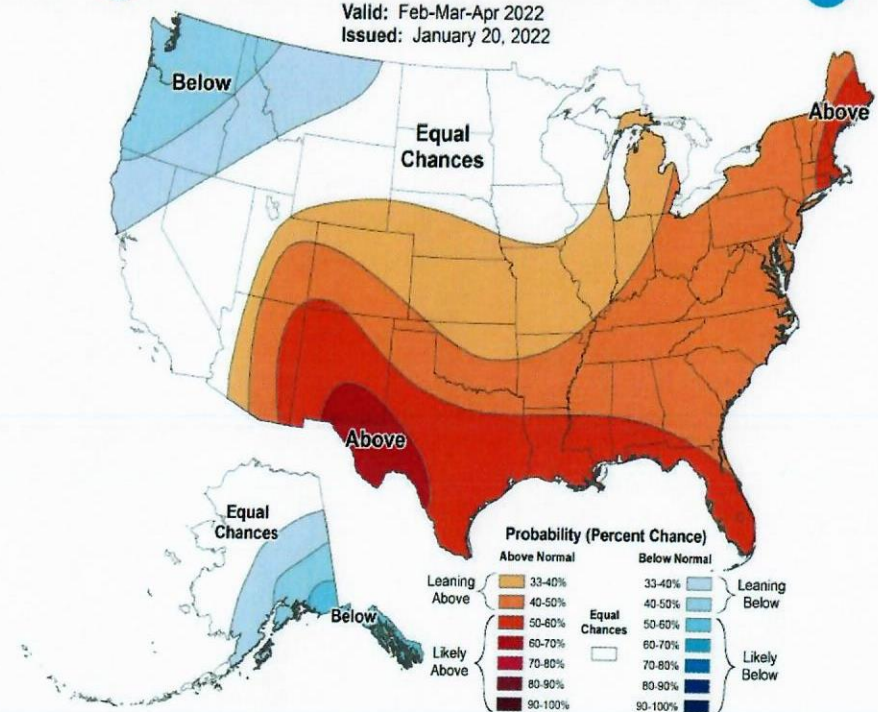
Valid: Feb-Mar-Apr 2022
Issued: January 20, 2022



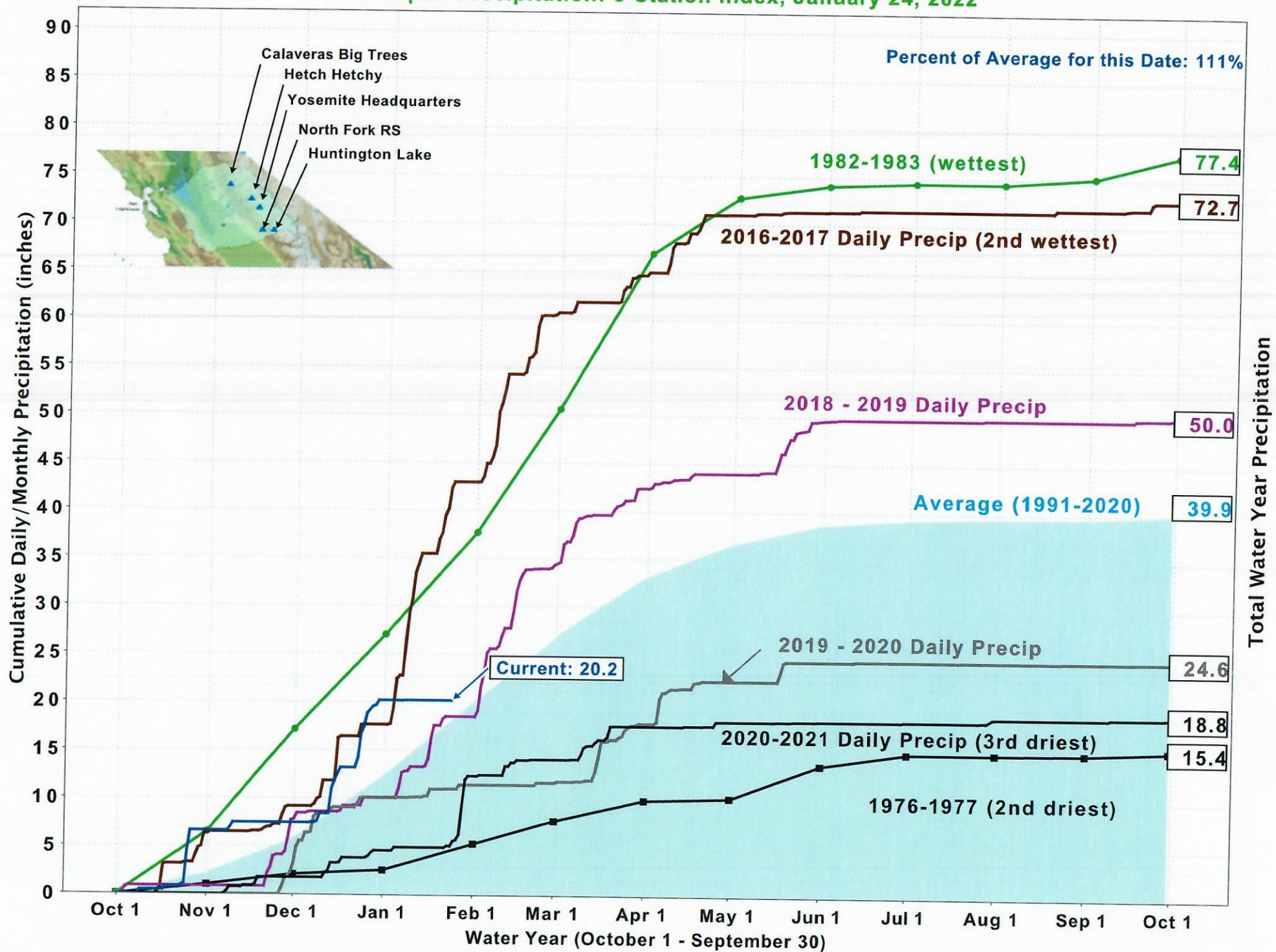
Temperature

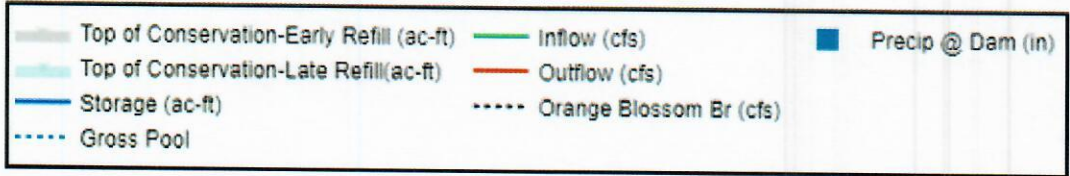
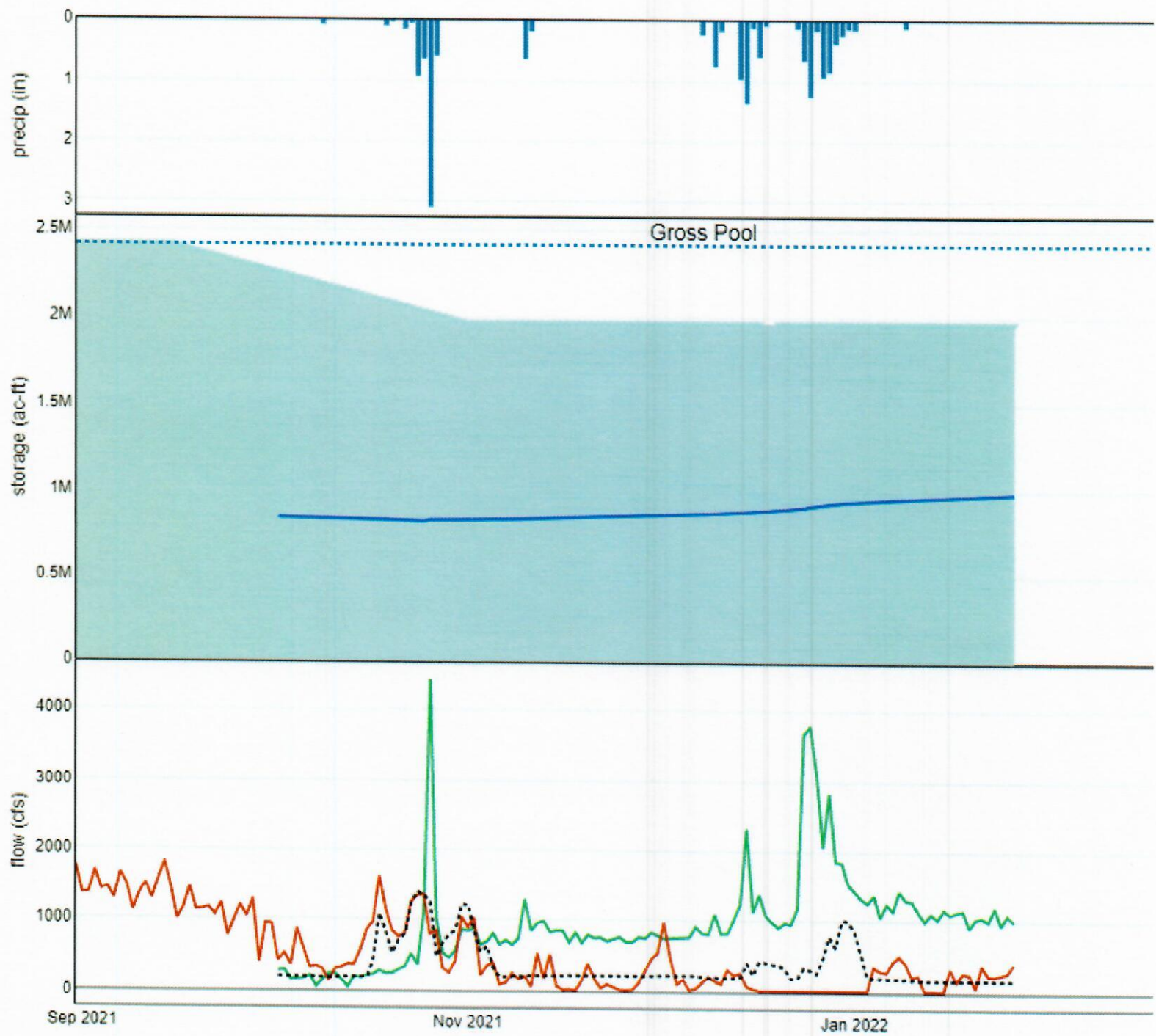
Seasonal Temperature Outlook

Valid: Feb-Mar-Apr 2022
Issued: January 20, 2022



San Joaquin Precipitation: 5-Station Index, January 24, 2022







PUBLIC COMMENTS

BOARD MEETING OF FEBRUARY 1, 2022



CLOSED SESSION ITEMS

BOARD MEETING OF FEBRUARY 1, 2022