

**AGENDA  
REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF THE  
OAKDALE IRRIGATION DISTRICT  
TUESDAY, JANUARY 15, 2019**

Agendas and Minutes are on our website at [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)

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

**PLEDGE OF ALLEGIANCE**

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

**ADDITIONS OR DELETION OF AGENDA ITEMS**

**ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE**

<b>PRESENTATION – ITEM 1</b>
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1. **Oakdale Irrigation District Received a Certificate of Achievement for Excellence in Financial Reporting for its Comprehensive Annual Financial Report**

<b>PUBLIC COMMENTS – ITEM 2</b>
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2. The Board of Directors welcomes participation in meetings. This time is provided for the public to address the Directors of the District on matters of concern that fall within the jurisdiction of the Board that are not on the agenda.

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

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

Public Comments will be limited to five minutes per speaker.

### **HEARING CALENDAR - ITEM 3**

- 3. Public Hearing and Certification of the Improvement District No. 51 Membership Vote to Authorize the Oakdale Irrigation District (OID) to Proceed with the Repairs and Installation of the Improvement District 51 (ID51) Pump #1 and Forego any Repairs to the Well Casing; and Authorize OID to Use the Funds Contained in the ID51 Operations and Maintenance Fund to Pay the Final Cost of the Project (Estimated \$28,000)**

### **CONSENT CALENDAR - ITEMS 4 - 15**

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

- 4. Approve the Board of Directors' Minutes of the Special Meeting of December 11, 2018**
- 5. Approve the Board of Directors' Minutes of the Special Meeting of January 7, 2019**
- 6. Approve Oakdale Irrigation District's Statement of Obligations**
- 7. Approve OID Improvement District's Statement of Obligations**
- 8. Approve the Monthly Treasurer Report and Unaudited Financial Statements for the Month Ending November 30, 2018**
- 9. Approve Sponsorship Opportunities with the Oakdale Chamber of Commerce for 2019**
- 10. Approve Amendment to Oakdale Irrigation District's Organizational Chart to Add One Distribution System Operator/Construction and Maintenance Worker Position**
- 11. Approve Lease Amendment with GGD Oakdale, LLC for the DSO Office and Authorize the General Manager to Execute**
- 12. Approve Amendment No. 13 to Professional Services Agreement 2008-PSA-007 with Boutin Jones, Inc. for Revised Rate Schedule**

13. Approve **Work Release No. 087 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Provide Surveying Services and Plat and Legal Description for the Kearney Lateral through APN: 010-040-006**
14. Approve **Request for New Connection of Substandard Parcel (APN: 010-018-078 – Deborah Banke)**
15. Approve **Deferred Conditions of Approval Agreement (APNS: 010-018-077/078 – Deborah Banke)**

<b>ACTION CALENDAR – ITEMS 16 - 19</b>
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16. Review and take possible action to **Approve Resolution Adopting the 2019 Investment Policy of the Oakdale Irrigation District (“OID”), Related Annual Investment Policy Delegation of Authority and Direction of Investment**
17. Review and take possible action to **Approve Award of Bid for the 2019 Furnishing and Delivery of Gasoline and Diesel Fuel to W. H. Breshears, Inc.**
18. Review and take possible action to **Approve Work Release No. 018 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to Update Construction Documents and Provide Contractor Bidding Support for the South Main Canal Improvement Project Segment Four Long-Term Repairs and Authorize General Manager to Execute**
19. Review and take possible action to **Approve Work Release No. 019 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to Conduct a Facilities Hazard Inspection and Report for the South Main Canal and Authorize General Manager to Execute**

<b>DISCUSSION – ITEMS 20 - 21</b>
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20. Discussion on the **Next Steps in Making Out-of-District Water Available to Local Agricultural Water Users in Light of the Recent OGA v. OID Appellate Court Decision**
21. Discussion / Presentation on **the District’s Surface Water Diversions and Deep Well Production**

## COMMUNICATIONS – ITEM 22

### 22. Oral Reports and Comments

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

## CLOSED SESSION - ITEM 23

### 23. Closed Session to discuss the following:

- A. **Government Code §54956.9(d)(2) – Significant Exposure to Litigation Three (3) Cases**

## OTHER ACTION – ITEM 24

### 24. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, February 5, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, January 17, 2019 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

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

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





# **PRESENTATION**

**BOARD MEETING OF  
JANUARY 15, 2019**

## **PRESENTATION ITEM**

Date:	January 15, 2019
Item Number:	1
APN:	N/A

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**SUBJECT: OAKDALE IRRIGATION DISTRICT RECEIVES A CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FOR ITS COMPREHENSIVE ANNUAL FINANCIAL REPORT**

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### **BACKGROUND AND DISCUSSION:**

The Certificate of Achievement for Excellence in Financial Reporting was awarded to Oakdale Irrigation District by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR) on December 3, 2018. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement was awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. The Award of Financial Reporting Achievement was awarded to Kathy Cook, Former Chief Financial Officer.

The CAFR was judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government financial professionals with offices in Chicago, IL and Washington, D.C.

(The Comprehensive Annual Financial Report is available on the Oakdale Irrigation District web site [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com).)

### **ATTACHMENTS:**

- Certificate of Achievement for Excellence in Financial Reporting

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### **Board Comments:**



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Oakdale Irrigation District  
California**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**December 31, 2017**

*Christopher P. Morrell*

Executive Director/CEO



**The Government Finance Officers Association  
of the United States and Canada**

*presents this*

## **AWARD OF FINANCIAL REPORTING ACHIEVEMENT**

*to*

**Kathy Cook**

Chief Financial Officer  
Oakdale Irrigation District, California

*The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.*



Executive Director

*Christopher P. Morill*

Date December 3, 2018



# **PUBLIC COMMENTS**

**No Information Included**

## **BOARD MEETING OF JANUARY 15, 2019**



# **PUBLIC HEARING**

**BOARD MEETING OF  
JANUARY 15, 2019**

# BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 3  
APN: 010-034-041

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**SUBJECT: PUBLIC HEARING AND CERTIFICATION OF THE IMPROVEMENT DISTRICT NO. 51 MEMBERSHIP VOTE TO AUTHORIZE THE OAKDALE IRRIGATION DISTRICT (OID) TO PROCEED WITH THE REPAIRS AND INSTALLATION OF THE IMPROVEMENT DISTRICT 51 (ID51) PUMP #1 AND FOREGO ANY REPAIRS TO THE WELL CASING; AND AUTHORIZE OID TO USE THE FUNDS CONTAINED IN THE ID51 OPERATIONS AND MAINTENANCE FUND TO PAY THE FINAL COST OF THE PROJECT (ESTIMATED \$28,000)**

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**RECOMMENDED ACTION:** Certify Improvement District No. 51 Membership Vote to Authorize the Oakdale Irrigation District (OID) to Proceed with the Repairs and Installation of the Improvement District 51 (ID51) Pump #1 and Forego any Repairs to the Well Casing; and Authorize OID to Use the Funds Contained in the ID51 Operations and Maintenance Fund to Pay the Final Cost of the Project (Estimated \$28,000)

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## **BACKGROUND AND/OR HISTORY:**

On October 31, 2018, Improvement District No. 51 (ID 51) pump #1 (corner of Mountain Oak Rd. and Pin Oak Dr.) was pulled by Central Valley Pump Co. (CVP) to assess the condition of the pump due to uncharacteristic operation (i.e. noise, heat, vibration, etc.) and suspected imminent failure. When the pump was pulled, it was discovered that there were several broken bearings and bearing retainers which are used to keep the shaft from spinning out of alignment. Due to the failure of these parts there was intense "wobble" in the shaft which also damaged several shaft couplers. Because this is a critical component to the ID 51 water system OID staff gave CVP authorization to make the emergency repairs necessary to restore the pump to operating condition. The total estimated project cost to date inclusive of the pump repairs and the installation of the repaired pump are \$28,000.

After the pump was pulled, the well was videoed by CVP's subcontractor, Dr. Well, in order to assess the current condition of the existing well casing. Multiple holes were discovered in the casing in a few areas as well as some (60%) plugged perforations in the lower portions of the casing. Dr. Well's recommendation to repair the casing is to patch the holes, brush and swab the casing, and air lift the well to remove any suspended debris. The cost to conduct these repairs to the casing would be an additional \$20,000. However, given there has not been a production nor a water quality contamination issue with the well to date and considering the inherent risk of potentially creating other issues in the process, the ID 51 committee recommended that no repair or rehabilitation be done, at this time, to the existing casing. A vote of the entire ID 51 membership is now necessary to provide formal direction to OID to move forward with the project.

In accordance with OID's Improvement District Policy and the State of California Water Code, the ID 51 membership was asked to vote to:

- Authorize OID to proceed with the repairs and installation of the ID 51 pump #1 and forego any repairs to the well casing (Project); and,

- Authorize OID to use the funds contained in the ID 51 operations and maintenance fund to pay the final cost of the Project (estimated \$28,000).

A Membership Notice dated December 20, 2018 included a copy of the voting ballot and notified the ID 51 members of the proposed Project and the opportunity to provide their input at the January 15, 2019 Public Hearing. See the attached documentation for clarification.

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

**FISCAL IMPACT:** Actual District costs will be paid by ID 51.

**ATTACHMENTS:**

- December 20, 2018 ID 51 Membership Notice
- November 26, 2018 CVP ID 51 Pump # 1 Repair Quote (OID staff time and 15% contingency are not included.)
- November 7, 2018 Dr. Well ID 51 Well Rehabilitation Quote (OID staff time and 15 % contingency are not included.)

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**





December 20, 2018

Improvement District No. 51 Membership,

On October 31, 2018, Improvement District No. 51 (ID 51) pump #1 (corner of Mountain Oak Rd. and Pin Oak Dr.) was pulled by Central Valley Pump Co. (CVP) to assess the condition of the pump due to uncharacteristic operation (i.e. noise, heat, vibration, etc.) and suspected imminent failure. As the pump was pulled, it was discovered that there were several broken bearings and bearing retainers which are used to keep the shaft from spinning out of alignment. Due to the failure of these parts there was intense “wobble” in the shaft which also damaged several shaft couplers. Because this is a critical component of your water system OID has given CVP authorization to make the emergency repairs necessary to restore the pump to operating condition. There is a 3 week lead time on the parts before the pump repair can be completed. The pump will need to be available as soon as possible in the event something should happen with pump #2/well #2 in the meantime. The total estimated project cost to date inclusive of the pump repairs and the installation of the repaired pump are \$28,000.

After the pump was pulled, the well was videoed by CVP’s subcontractor, Dr. Well, in order to assess the current condition of the existing well casing. Multiple holes were discovered in the casing in a few areas as well as some (60%) plugged perforations in the lower portions of the casing. Please refer to the enclosed Wellbore Video Report for more details. Dr. Well’s recommendation to repair the casing is to patch the holes, brush and swab the casing, and air lift the well to remove any suspended debris. The cost to conduct these repairs to the casing would be an additional \$20,000. However, given there has not been a production nor a water quality contamination issue with the well to date and considering the inherent risk of potentially creating other issues in the process, the ID 51 committee has recommended that no repair or rehabilitation be done, at this time, to the existing casing. If water quantity or quality issues are encountered in the future, the pump could be pulled, another video of the updated condition of the well could be taken and any recommended repairs could be considered at that time.

Barring any unforeseen circumstances with pump #2/well #2, OID will wait for final direction from the ID 51 membership through the voting process before installing the repaired pump back into the well at pump station #1.

The OID Board of Directors will hold a public hearing on Tuesday, January 15, 2019 at 9:00 a.m. at the OID office located at 1205 East F Street in Oakdale. In accordance with OID’s Improvement District Policy and the State of California Water Code, the ID 51 membership will vote to:

- Authorize OID to proceed with the repairs and installation of the ID 51 pump #1 and forego any repairs to the well casing; and,

- Authorize OID to use the funds contained in the ID 51 operations and maintenance fund to pay the final cost of the project (estimated \$28,000).

At the end of the public hearing, a tally of the votes to determine approval or rejection of the proposed project will be certified by the OID Board of Directors. Votes shall be comprised of the following:

- Votes of landowners present;
- Written communication signed by a landowner that was received by OID prior to the vote; and
- Written communication signed by a landowner that is received by the Board at the public hearing.

If the number of landowners dissenting is more than one-third (1/3) of the landowners in ID 51, OID will not proceed with the project. If less than one-third (1/3) of the landowners oppose, OID will proceed with the project as proposed. Please be advised that a non-vote on the part of a landowner is considered a vote of approval.

As mentioned over the last several years at the annual committee meetings and as indicated in the ID 51 Reserve Studies, with the two wells both being constructed in 1978 and now having photos confirming the deteriorating condition of the casing in well #1, OID highly recommends that ID 51 also pursue acquisition of property suitable for a future well site or another source of water supply. Having a dedicated future well site would allow ID 51 to move more quickly with construction of a new well in the event that one or both of the existing wells fail.

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

**ID 45 Committee Members:**

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

Sincerely,

**Oakdale Irrigation District**

Ecl: Dr. Well, Water Well Services, Inc. - Wellbore Video Report  
ID 51 Repairs and Installation to pump #1 - Ballot

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



**IMPROVEMENT DISTRICT No. 51**

**BALLOT**

**January 15, 2019**

**AUTHORIZATION TO PROCEED WITH THE REPAIRS AND  
INSTALLATION OF PUMP #1**

\_\_\_\_\_ **YES**

- I authorize the Oakdale Irrigation District (OID) to proceed with the repairs and installation of the Improvement District 51 (ID 51) pump #1 and forego any repairs to the well casing; and,
- I authorize OID to use the funds contained in the ID 51 operations and maintenance fund to pay the final cost of the project (estimated \$28,000).

\_\_\_\_\_ **NO**

- I do not authorize OID to proceed with the repairs and installation of the ID 51 pump #1.
- I do not authorize OID to use the funds contained in the ID 51 operations and maintenance fund to pay the final cost of the project (estimated \$28,000).

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_



Mailing Address:  
2930 Geer Rd  
# 196  
Turlock CA 95382  
(209) 874-9972 - Phone  
(209) 874-9243 - Fax

# Estimate

Date	Estimate #
11/26/2018	16715

LIC. # 874489

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

Conditions		Estimate Prepared By:	Project	Ranch
N/A		EJA	DW Repairs	ID #51
Item	Description	Qty	Cost	Total
	PULL DEEP WELL TURBINE FOR REPAIRS. REPAIR BOWL ASSY., REPLACE ALL (17) W/L BEARINGS AND SHAFTS. INSTALL 60' EXTENSION. REPAIR PACKING ASSEMBLY, AND SERVICE ELECTRIC MOTOR. RE-INSTALL PUMP, CHLORINATE, AND RUN AND TEST.			
MATERIAL	8" X 1 1/2" W/L BEARING ASSY.	23	133.00	3,059.00T
MATERIAL	1 1/2" X 10' W/L SHAFTS (W/ 1 11/16" SS SLEEVES)	23	238.00	5,474.00T
MATERIAL	8" X 10' X .277" BUTT COLUMN PIPE	6	378.00	2,268.00T
MATERIAL	MISC. BOWL REPAIR MATERIAL (BEARINGS, SHAFT, ETC..)	1	1,675.80	1,675.80T
MATERIAL	PACKING HOUSING/GLAND REPAIRS ,CHLORINE, AND MISC. FITTINGS, NUTS AND BOLTS.	1	429.80	429.80T
SL	SHOP LABOR (BOWL REPAIR, BEARING AND SHAFT REPLACEMENT, AND SERVICE MOTOR)		3,175.00	3,175.00
FL	FIELD LABOR (PULL / SET PUMP)		4,000.00	4,000.00
EC	TRUCKS/EQUIPMENT		1,580.00	1,580.00

This is only an estimate. Actual costs may vary depending on jobsite conditions, weather or additional work or repairs which may not be evident at the time this estimate is provided. By my signature below I acknowledge receipt of this estimate and authorize Central Valley Pump, Inc. to proceed with work requested.

All sums invoiced are payable within 30 days of invoice date. Late charges will accrue at 1.5% per month on delinquent accounts. If action is instituted to enforce payment, customer agrees to pay such sums as the court may determine for attorney fees and costs.

<b>Subtotal</b>	\$21,661.60
<b>Sales Tax (7.875%)</b>	\$1,016.39
<b>Total</b>	\$22,677.99

Customer Name

Signature

Date

**Dr. Well**  
**Water Well Services, Inc.**

Contractors Lic.# 967790

PO Box 1685

Fair Oaks, CA 95628

Phone 916-536-9319

Fax 916-962-7381

Date 11/7/2018

**Central Valley Pump**  
**2930 Geer Road #139B**  
**Turlock, Ca 95382**

**Proposal**

**NO. 12855**

Terms 10% 10 Days / Net 30

**Estimate**

CP 15100-15-00

Oakdale Irrigation Dist.

Pin Oak Well

11605 Pin Oak Dr,

Oakdale

Quantity	Description	Units	Rate	Total
	14 1/4" CID, 145' SWL, 552' TVD			
1.00	Swage medium holes at 75' 6" to 75' 8" with 5' patch	LS	5,635.00	5,635.00
1.00	Swage small holes at 85' to 96' with three additional 5' patches	LS	11,730.00	11,730.00
1.00	ReVideo Survey ( NO CHARGE )			0.00

**COST VALID FOR 60 DAYS**

**Total \$17,365.00**

All materials are guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, and any other necessary insurance. Our workers are fully covered by workmen's Compensation Insurance.

Acceptance of contract - The above prices, specifications and conditions are satisfactory and are acceptable. You are authorized to do the work as specified. Payment will be made as outline above.

E-mail

drwaterwell@yahoo.com

Signature \_\_\_\_\_



# **AGENDA ITEMS CONSENT CALENDAR**

## **BOARD MEETING OF JANUARY 15, 2019**



## BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 4  
APN: N/A

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**SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL MEETING OF DECEMBER 11, 2018**

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**RECOMMENDED ACTION:** Approve the Board of Directors' Minutes of the Special Meeting of December 11, 2018

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**ATTACHMENTS:**

- Draft Minutes of the Board of Directors' Special Meeting of December 11, 2018

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**



## **MINUTES**

Oakdale, California  
December 11, 2018

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

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

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

Also Present: Fred A. Silva, General Counsel

### **ADDITION OR DELETION OF AGENDA ITEMS**

There were no addition or deletion of agenda items.

### **ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE**

There were not items taken out of sequence.

### **PRESENTATION ITEM NO. 1**

President Orvis presented Oakdale Joint Unified School District's Superintendent Marc Malone with a check in the amount of \$200,000 for the development of an irrigation demonstration and learning site at the School Farm Project Site.

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

### **PUBLIC COMMENT ITEM NO. 2**

Robert Frobose – Mr. Frobose discussed the letter that was forwarded to General Counsel Fred A. Silva regarding the decision in the appeal case and the lawsuit that was filed against Director Santos and Director Altieri.

There being no further public comment, public comment closed at 9:09 a.m.

**HEARING CALENDAR**  
**ITEM NO. 3**

**ITEM NO. 3**  
**PUBLIC HEARING AND CERTIFICATION OF THE**  
**IMPROVEMENT DISTRICT NO. 45 MEMBERSHIP VOTE TO APPROVE**  
**TO APPROVE OR DENY THE IMPROVEMENT DISTRICT 45 PUMP**  
**STATION NO. 1 WATER TANK REPLACEMENT PROJECT (APN: 064-014-035)**

General Manager Steve Knell gave the Board some background information on Improvement District No. 45.

Director Orvis opened the hearing up to the public at 9:11 a.m.. There were no ballots received and therefore, public comment closed at 9:12 a.m..

Water Operations Manager Eric Thorburn stated that the Improvement District No. 45 Membership voted to approve the Improvement District 45 Pump Station No. 1 Water Tank Replacement Project (APN: 064-014-035), by the following vote:

Ayes: 20

Noes: 3

Approved by a total vote of 49-3

(Silence on the part of a landowner is considered a vote of approval.)

A motion was made by Director Doornenbal, seconded by Director Altieri, and unanimously supported to certify the vote of Improvement District No. 45 Membership to approve the Improvement District 45 Pump Station No. 1 Water Tank Replacement Project (APN: 064-014-035).

Director Altieri requested that Item No. 8 be pulled from the Consent Calendar; and Director Santos requested that Item Nos. 9 and 12 be pulled from the Consent Calendar.

**CONSENT ITEMS**  
**ITEM NOS. 4, 5, 6, 7, 10, 11, 13**

**ITEM NO. 4**  
**APPROVE THE BOARD OF DIRECTORS' MINUTES**  
**OF THE REGULAR MEETING OF NOVEMBER 20, 2018**

A motion was made by Director Altieri, seconded by Director Doornenbal, and unanimously supported to approve the Board of Directors' Minutes of the Regular Meeting of November 20, 2018.

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

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

**ITEM NO. 4**  
**APPROVE OID IMPROVEMENT**  
**DISTRICT STATEMENT OF OBLIGATIONS**

A motion was made by Director Altieri, 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 AND CHIEF FINANCIAL**  
**OFFICER'S REPORTS FOR THE MONTH ENDING OCTOBER 31, 2018**

A motion as made by Director Altieri, seconded by Director Doornenbal, and was unanimously supported to approve the Treasurer and Chief Financial Officer's Reports for the month ending October 31, 2018.

**ITEM NO. 10**  
**APPROVE AWARD OF BID TO NORCAL KENWORTH FOR**  
**ONE (1) 2018/2019 THREE AXLE DUMP TRUCK – CLASS EIGHT**

A motion was made by Director Altieri, seconded by Director Doornenbal, and was unanimously supported to approve the award of bid to NorCal Kenworth for one (1) 2018/2019 three axle dump truck – class eight.

**ITEM NO. 11**  
**APPROVE WORK RELEASE NO. 048 TO GENERAL SERVICES**  
**AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR**  
**CUTTING, BENDING AND PLACEMENT OF REBAR FOR TWO (2) EA.**  
**CONCRETE BOX STRUCTURES LOCATED IN THE LOWER COMETA LATERAL**

A motion was made by Director Altieri, seconded by Director Doornenbal, and was unanimously supported to approve Work Release No. 048 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for cutting, bending and placement of rebar for two (2) ea. concrete box structures located on the Lower Cometa Lateral.

**ITEM NO. 13**  
**APPROVE REQUEST TO CONNECT**  
**SUB-STANDARD PARCEL (APN: 010-048-014 – MOORE)**

A motion was made by Director Altieri, seconded by Director Doornenbal, and was unanimously supported to approve the request to connect sub-standard parcel (APN: 010-048-014 – Moore ).

**PULLED CONSENT ITEMS**  
**ITEM NOS. 8, 9, 12**

**ITEM NO. 8**  
**APPROVE ASSIGNMENT**  
**OF CAPITAL WORK ORDER NUMBERS**

A motion was made by Director Doornenbal, seconded by Director DeBoer, and was unanimously supported to approve the assignment of the following Capital Work Order Numbers and the execution of the projects:

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Lower Cometa Lateral	Phase 1 TCC system modernization by implementation, replacement, and retrofit of heading and water level control structures. (Prop 1 Grant)	\$656,980	2018-044
Eaton Lateral	Replace existing pipeline with 285 ft. of 24" 100 PSI PIP PVC pipeline, 1-24" 45 degree elbow, 1-air vent assembly, 2-24" starter couplers, and 2-concrete connection collars. (APN: 002-067-001/013)	52,900	2018-052
Erlanger Pipeline	Remove and replace existing gate with 1-15"x13' Fresno 101C slide gate. (APN: 010-019-065)	4,200	2018-053
Riverbank Lateral	Remove and replace existing gate with 1-24"x12.5' Fresno 101C slide gate. (APN: 062-026-005)	4,800	2018-054
Crane Pipeline	Remove and replace existing gate with 1-8"x14.5' Fresno 101C gate. (APN: 063-003-010)	5,100	2018-055
Crane Pipeline Upper Spencer Pipeline	Remove and replace existing gates with 1-12"x17' Fresno 101C slide gate and 1-18"x16.5' Fresno 101C slide gate. (APN: 063-025-010)	4,600	2018-056
Lower Cometa Lateral	Installation of 3,000 LF of six-strand barbed wire fence. (APN: 002-001-054)	23,100	2018-057
Howard Pipeline	Installation of 1-Krohne Enviromag 2000 flow meter, 4-8" starter couplers, 20 ft. of 8" pipe, 1-8" line gate, and 1-air vent assembly. (APN: 006-002-081)	33,700	2018-058

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
West Thalheim Pipeline	Remove and replace existing gate with 1-12"x12.6' Fresno 101C gate.	\$ 2,500	2018-059
Lane Pipeline	Remove existing pipeline and replace with 460 ft. of 24" 100 PSI PIP PVC, 1-18" PVC air vent assembly. (APN: 064-021-010)	42,800	2018-060
Sweet Lateral	Replace 465 ft. of open ditch with 48" A-252 RGRCP, replace existing Drop 10 with H-structure, 2-Fresno 101C slide gates, stilling well assemblies & 100 PSI PIP PVC pipe. (APNs: 207-340-03/04/06)	12,500	2018-061
Hirschfeld Lateral	Remove and replace existing turnout with 1-5'x6' precast MBI structure equipped with 1-24" starter coupler, 1-24"x7' Fresno 101C gate, 24" 100 PSI PIP PVC & 1-air vent assembly. (APN: 207-280-13)	22,400	2018-062

**ITEM NO. 9**  
**APPROVE RENEWAL OF MEMBERSHIP**  
**WITH CALIFORNIA FARM WATER COALITION**

A motion was made by Director Santos, seconded by Director Altieri, and was unanimously supported to approve the renewal of the membership with California Farm Water Coalition.

**ITEM NO. 12**  
**APPROVE AMENDMENT NO. 009 TO PROFESSIONAL**  
**SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH**  
**TECHNOLOGIES, INC. FOR REVISED HOURLY RATE SCHEDULE**

A motion was made by Director Santos, seconded by Director DeBoer, and was unanimously supported to approve Amendment No. 009 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. for revised hourly rate schedule.

**ACTION ITEMS**  
**ITEM NOS. 14, 15**

**ITEM NO. 14**  
**REVIEW AND TAKE POSSIBLE ACTION TO**  
**PROVIDE STAFF DIRECTION ON INITIATING THE PROCESS TO**  
**INCREASE THE BOARD PRESIDENT'S MONTHLY COMPENSATION**

A motion was made by Director Doornenbal and seconded by Director DeBoer to authorize staff to initiate the process to increase the Board President's monthly compensation, and was voted by the following roll call vote:

Ayes:	Directors Doornenbal, DeBoer, Altieri, Santos
Noes:	None
Abstained:	Director Orvis

**ITEM NO. 15**  
**REVIEW AND TAKE POSSIBLE ACTION TO CANCEL THE SPECIAL MEETINGS**  
**IN JANUARY AND SCHEDULE ONE BOARD MEETING FOR JANUARY 15, 2019**

A motion was made by Director Doornenbal, seconded by Director Santos, and was unanimously supported to cancel the Special Board Meetings for January 8 and 22, 2019 and schedule one Board Meeting on the Regular Board Meeting date of January 15, 2019.

**COMMUNICATIONS**  
**ITEM NO. 16**

**A. GENERAL MANAGERS REPORT**

General Manager Steve Knell reported on the following items:

- Two-Mile Bar Tunnel update;
- LAFCO Sphere of Influence Update for the Oakdale Irrigation District;
- Miscellaneous Training Opportunities for Directors; and
- The Decision in the case of OGA v. OID from the Fifth Appellate District Court.

**B. COMMITTEE REPORTS**

There were no committee reports.

**C. DIRECTORS' COMMENTS/SUGGESTIONS**

Director Altieri

Director Altieri wished everyone a Merry Christmas filled with peace, happiness and joy.

Director Doornenbal

Director Doornenbal had no comments.

Director Santos

Director Santos wished everyone a Merry Christmas and a Happy New Year.

Director DeBoer

Director DeBoer agreed with the prior comments and hoped that everyone had a happy Christmas and enjoyed their families.

Director Orvis

Director Orvis also wished everyone a Merry Christmas. Director Orvis also reminded the Board about attending the ACWA/JPIA Conferences. He further stated that 2018 is in the rearview mirror and 2019 is in the future.

At the hour of 10:22 a.m. the meeting adjourned to Closed Session.

**CLOSED SESSION**  
**ITEM NO. 17**

- A. Government Code §54956.9(d)(4) – Initiation of Litigation**  
One (1) Case
- B. Government Code §54956.9(d)(2) – Significant Exposure to Litigation**  
One (1) Case

At the hour of 10:56 a.m. the meeting returned to open session.

Coming out of Closed Session, Director Orvis stated that there was no reportable action.

**OTHER ACTION**  
**ITEM NO. 20**

At the hour of 10:57 a.m. the Board meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, January 15, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, December 20, 2018 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Attest:

\_\_\_\_\_  
Thomas D. Orvis, President

\_\_\_\_\_  
Steve Knell, P.E., Secretary

## BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 5  
APN: N/A

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**SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL MEETING OF JANUARY 7, 2019**

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**RECOMMENDED ACTION:** Approve the Board of Directors' Minutes of the Special Meeting of January 7, 2019

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**ATTACHMENTS:**

- Draft Minutes of the Board of Directors' Special Meeting of January 7, 2019

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**



## **MINUTES**

Oakdale, California  
January 7, 2019

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

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

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

**Also Present:** Tim O’Laughlin, Water Counsel

### **ADDITION OR DELETION OF AGENDA ITEMS**

There were no additions or deletion of agenda items.

### **ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE**

There were no items taken out of sequence.

At the hour of 9:02 a.m. the Board welcomed public comment.

### **PUBLIC COMMENT ITEM NO. 1**

There being no Public Comment; Public Comment closed at 9:02 a.m. and the Board Meeting continued.

At the hour of 9:02 a.m. the meeting adjourned to Closed Session.

**CLOSED SESSION**  
**ITEM NO. 2**

**A. *Initiation of Litigation* §54956.9(d)(4) – Initiation of Litigation**  
One (1) Case

At the hour of 10:17 a.m. the Board reconvened to open session.

Coming out of Closed Session Director Orvis stated that there was no reportable action.

**ACTION CALENDAR**  
**ITEMS NO. 3**

**ITEM NO. 3**  
**REVIEW AND TAKE POSSIBLE ACTION TO**  
**DIRECT STAFF TO INITIATE LITIGATION AGAINST THE**  
**STATE WATER RESOURCES CONTROL BOARD (SWB) IN**  
**BOTH STATE AND FEDERAL COURT AS A RESULT OF THE SWB'S**  
**ADOPTION OF THE SUBSTITUTE ENVIRONMENTAL DOCUMENT (SED)**  
**FOR THE BAY-DELTA WATER QUALITY CONTROL PLAN AND PHASE 1**  
**OF THE WATER QUALITY CONTROL PLAN (WQCP) ON DECEMBER 12, 2018**

A motion was made by Director Doornenbal and was seconded by Director DeBoer to initiate litigation against the State Water Resources Control Board in both State and Federal Court as a result of its adoption of the Substitute Environmental Document for the Bay-Delta Water Quality Control Plan and Phase I of the WQCP on December 12, 2018 and was voted by the following roll call vote:

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

The motion passed by a vote of 5-0.

**OTHER ACTION**  
**ITEM NO. 4**

At the hour of 10:20 a.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, January 15, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, January 17, 2019 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street. Oakdale, CA.

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Thomas D. Orvis, President

Attest:

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Steve Knell, P.E., Secretary

# BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 6  
APN: N/A

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**SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS**

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

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## **TOP TEN OBLIGATIONS**

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Drill Tech Drilling & Shoring, Inc.	Two Mile Bar Tunnel - WR #001	\$1,487,131.36
Rubicon, Inc.	Modernization Project, Flume Gates And Other Materials	414,850.66
Rinker Materials	Total Channel Control Materials	261,654.55
San Joaquin Tributaries Authority	2019 SJTA Obligation	250,000.00
Kaiser Foundation Health Plan, Inc.	Health Insurance - January & February	113,375.86
Applied Technology Group, Inc.	Radio Tower Project Materials	106,313.76
Sutter Health	Health Insurance - January & February	84,745.39
Target Specialty Products	Channel Weed & Pest Control Supplies	78,848.92
OID Improvement Districts	November 2018 Reimbursement	71,246.30
Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	Attorney Fees	62,132.44
Sub Total Top Ten:		\$2,930,299.24
Other Obligations:		\$622,775.13
Total Obligations:		\$3,553,074.37

**FISCAL IMPACT:** \$3,553,074.37

## **ATTACHMENTS:**

- Statement of Obligations – Accounts Payable

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## **Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

## **VOTE:**

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

**Action(s) to be taken:**

# Accounts Payable

Check Register - January 15, 2019



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
ACH		CalPERS	\$60,785.28	Retirement Contributions - December
ACH		Oak Valley Community Bank	\$14,660.90	ID 52 Loan Payment
ACH		USDA Rural Development	\$36,556.25	ID 52 Annual Loan Payment
ACH		Visa	\$2,252.99	Visa Expenses
24776	12/11/2018	Ace Hardware	\$40.05	Chain, Pipe Clamps, Adapters
24777	12/11/2018	Allied Concrete and Supply Co., Inc.	\$15,210.39	Concrete
24778	12/11/2018	Allied Concrete Pumping, LLC	\$2,706.00	Concrete Pumping
24779	12/11/2018	American Water Works Association	\$85.00	Annual Membership Renewal Dues - 6/1/18 - 5/31/19
24780	12/11/2018	Battery Systems	\$755.45	Batteries
24781	12/11/2018	Bobcat Central, Inc.	\$151.81	Coupler Bracket, Seal Kit, Knob Release
24782	12/11/2018	Dennis Wing Trucking	\$2,944.00	Haul Dirt
24783	12/11/2018	Devnalysis	\$60.00	Hosting - savethestan.org, oidwaterresourcesplan.org
24784	12/11/2018	Far West Laboratories, Inc.	\$542.50	Bac-T Test
24785	12/11/2018	Fastenal Company	\$2,049.53	Lens Cleaner, Utility Box, Gloves, Bits, Cable Ties, Chalk Refills
24786	12/11/2018	Ferguson Enterprises Inc 1423	\$135.27	Seal Pipe
24787	12/11/2018	Fire2Wire	\$100.00	SSL Certificate - 11/7/18 - 11/7/19
24788	12/11/2018	Grover Landscape Services, Inc.	\$495.00	Monthly Landscape Maintenance - November
24789	12/11/2018	IBM Corporation	\$1,470.00	IBM MaaS360 Device License - 11/30/18 - 11/29/18
24790	12/11/2018	Modesto Steel	\$5,604.95	Wide Flange Beams
24791	12/11/2018	Moore Quality Galvanizing L.P.	\$2,843.02	F/B Straps, Pipes, Angle Frames
24792	12/11/2018	Network Builders IT, Inc.	\$957.50	WR #001
24793	12/11/2018	NorCal Kenworth	\$1,899.56	Fan, Radiator - #24
24794	12/11/2018	Oakdale Lions Club	\$500.00	Donation - Memorial Run
24795	12/11/2018	P G & E	\$325.50	Electricity
24796	12/11/2018	Rinker Materials	\$56,823.70	72" Concrete Pipes, 72" Concrete Elbows
24797	12/11/2018	San Joaquin County Mosquito & Vector Control Dist.	\$27.87	Mosquito Abatement
24798	12/11/2018	Savemart Supermarkets	\$122.93	Office Supplies, Retirement Cake
24799	12/11/2018	State Water Resources Control Board	\$2,268.00	Annual Permit Fee - 7/1/18 - 6/30/19
24800	12/11/2018	Target Specialty Products	\$34,707.10	Continuum
24801	12/19/2018	711 Materials, Inc.	\$1,208.20	Concrete
24802	12/19/2018	Ace Hardware	\$183.65	Porch Trees, Gift Boxes, 12" Turbine, Moth Balls, Tap Cube
24803	12/19/2018	Acme Rigging & Supply Company	\$142.08	Zinc Coil
24804	12/19/2018	Airgas USA, LLC	\$298.70	Acetylene
24805	12/19/2018	Allied Concrete Pumping, LLC	\$5,076.28	Concrete Pumping
24806	12/19/2018	Allied Concrete and Supply Co., Inc.	\$1,348.44	Concrete
24807	12/19/2018	Ameresco Solar, LLC	\$6,046.39	Solar Panels, Mounts
24808	12/19/2018	Applied Technology Group, Inc.	\$92,161.33	Orbit LN Masters, Orbit ECR LN9s, Ground Bar Kit, Hoisting Grips
24809	12/19/2018	AT&T	\$79.43	Phone Charges - 11/25/18 - 12/24/18
24810	12/19/2018	Becker, Robert	\$342.85	Health & Wellness Reimbursement - January - December
24811	12/19/2018	Bissell-Vargas, Kristy	\$48.00	Health & Wellness Reimbursement - December
24812	12/19/2018	Bumgardner Biological Consulting, Inc.	\$3,232.32	WR #007
24813	12/19/2018	California State Disbursement Unit	\$415.38	Levy
24814	12/19/2018	California State Disbursement Unit	\$729.20	Levy
24815	12/19/2018	Casey Moving Systems Records Management	\$96.00	Shredding - November
24816	12/19/2018	C & C Portables, Inc.	\$1,357.76	Portable Toilet Rental - December
24818	12/19/2018	Chavolla, Juan	\$239.88	Health & Wellness Reimbursement - January - December
24819	12/19/2018	City of Modesto	\$14,665.50	Groundwater Cost Sharing

# Accounts Payable

Check Register - January 15, 2019



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
24820	12/19/2018	Comcast Business	\$321.11	Office Phone Charges - December
24821	12/19/2018	CoreLogic Solutions, LLC	\$275.00	Real Quest - November
24822	12/19/2018	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$34,045.44	Attorney Fees
24823	12/19/2018	Denair Lumber Company, Inc.	\$1,696.51	Doug Fir
24824	12/19/2018	Durrett, Jason	\$179.96	Health & Wellness Reimbursement - September - December
24825	12/19/2018	Far West Laboratories, Inc.	\$652.50	Bac-T Tests, Nitrate Water Tests
24826	12/19/2018	Fastenal Company	\$894.23	Measuring Tapes, Batteries, Chalk Box, Zirconia Alumina Discs
24827	12/19/2018	Flo Master Pump Company	\$3,639.87	Cleveland Pump Rebuild
24828	12/19/2018	Franchise Tax Board	\$800.00	Levy
24829	12/19/2018	Fresno Valves & Castings, Inc.	\$9,787.07	8", 12", 15", 21" Gates, 8", 12" Line Gates, Frames
24830	12/19/2018	George Reed, Inc.	\$13,018.26	Crushed Rock
24831	12/19/2018	GGD Oakdale LLC	\$2,444.66	DSO Office Lease - January
24832	12/19/2018	Gilton Solid Waste Management, Inc.	\$296.83	Refuse Charges - November
24833	12/19/2018	Grainger	\$1,369.88	Rain Suits
24834	12/19/2018	Grating Pacific, Inc.	\$10,317.30	Welded Steel Grating
24835	12/19/2018	Green Rubber-Kennedy Ag	\$1,061.72	Tiger Flex
24836	12/19/2018	Haidlen Ford	\$263.35	Radio Repair - #64
24837	12/19/2018	Hilmar Lumber, Inc.	\$11,598.73	36" PVC Pipe
24838	12/19/2018	Hixco	\$958.74	Spray Paint, Knot Cups, Brushes
24839	12/19/2018	Independent Stationers, Inc.	\$256.70	Drawer File Boxes
24840	12/19/2018	Irrigation Association	\$100.00	IA Certification Renewal
24841	12/19/2018	Jones, Danny	\$41.45	Steel-Toe Boots Reimbursement
24842	12/19/2018	Kaiser Foundation Health Plan, Inc.	\$58,551.54	Health Insurance - January
24843	12/19/2018	Knell, Steve	\$271.85	ACWA Conference Expenses
24844	12/19/2018	Krohne Inc.	\$6,402.85	Flow Meter, Cable
24845	12/19/2018	Loveall, Michael	\$348.81	Health & Wellness Reimbursement - January - December
24846	12/19/2018	Mission Uniform Service	\$579.13	Uniform Service
24847	12/19/2018	Modesto Irrigation District	\$140.72	Electricity
24848	12/19/2018	Moore Quality Galvanizing L.P.	\$2,080.94	Beams, Angle Frames
24849	12/19/2018	Morrill Industries, Inc.	\$8,188.09	10", 12" & 22" Couplers
24850	12/19/2018	Motor Parts Distributors, Inc.	\$469.80	Oil, Diesel Fluid
24851	12/19/2018	Oakdale Automotive Repair & Tire	\$361.83	Tires - 873
24852	12/19/2018	Oakdale Auto Parts	\$74.05	Hose Fittings, Hose, Tire Bead Sealer, Bushing Kit
24853	12/19/2018	Oakdale Chamber of Commerce	\$990.00	2019 Membership Dues
24854	12/19/2018	Oak Valley Hospital	\$190.00	Pre-Employment Exams, Drug Screen
24855	12/19/2018	Oberkamper, Marc	\$263.88	Health & Wellness Reimbursement - January - December
24856	12/19/2018	Occu-Med, Ltd.	\$301.50	1st Quarter Services 2019
24857	12/19/2018	Office Depot	\$808.78	Office Supplies
24858	12/19/2018	OID Improvement Districts	\$71,246.30	November 2018 Reimbursement
24859	12/19/2018	O'Laughlin & Paris LLP	\$7,107.59	Attorney Fees
24860	12/19/2018	Ontel Security Services, Inc.	\$275.00	Security Monitoring - November
24861	12/19/2018	Operating Engineers Union Local No. 3	\$3,150.00	Union Dues - PPE: 12/22/18
24862	12/19/2018	P G & E	\$12,964.74	Electricity
24863	12/19/2018	Prado, Uriel	\$329.85	Health & Wellness Reimbursement - January - December
24864	12/19/2018	Pridestaff	\$2,376.00	Temp Employee - Finance Dept.
24865	12/19/2018	Ray Morgan Company	\$272.22	Copier Usage - 10/24/18 - 11/23/18, DSO Copier - 8/22/18 - 11/21/18
24866	12/19/2018	Remote Site Products	\$375.40	Adapters

# Accounts Payable

Check Register - January 15, 2019



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
24867	12/19/2018	Rinker Materials	\$174,291.87	60" & 72" Concrete Pipes, Elbows and Tees
24868	12/19/2018	Rubicon, Inc.	\$3,001.97	Wire Rope Drums, Wire Rope Drum Assembly, Drive Shaft
24869	12/19/2018	Samba Holdings, Inc.	\$162.00	Fleet Watch - November
24870	12/19/2018	Schneider Electric USA Inc.	\$11,060.00	ClearSCADA Mobil Server Licenses, Support - 11/1/18 - 10/31/19
24871	12/19/2018	Skokan, David	\$149.95	Health & Wellness Reimbursement - August - December
24872	12/19/2018	South San Joaquin Irrigation District	\$204.11	Routine Joint Supply Maintenance - November
24873	12/19/2018	Spray & Son Janitorial, Inc.	\$2,450.00	Monthly Janitorial Service - November
24874	12/19/2018	Sutter Health Plus	\$36,328.11	Health Insurance - January
24875	12/19/2018	Target Specialty Products	\$791.82	Goal Tender Herbicide, Pendulum
24876	12/19/2018	Tom's Smog and Auto Repair	\$127.00	Annual Smog Certification Test - #11, #73, #71, #162
24877	12/19/2018	Tri-West Tractor Incorporated	\$32,644.19	Excavator Rentals - 10/22/18 - 11/16/18
24878	12/19/2018	Truck nTow.Com	\$206.32	T Handle Latches
24879	12/19/2018	Turlock Auto Parts	\$177.56	Starter
24880	12/19/2018	United Rentals Northwest, Inc.	\$3,960.75	Trench Box, Pipe Puller - Rental - 11/21/18 - 12/19/18
24881	12/19/2018	Wille Electric Supply Co., Inc.	\$219.85	Tinned Copper
24882	12/19/2018	Verizon Wireless	\$2,041.14	Cimis Station, Cell Phone Charges - November
24883	12/19/2018	W. H. Breshears, Inc.	\$4,234.78	Fuel
24884	12/19/2018	White Cap Construction Supply	\$4,070.75	Kneeboards, Trowels, Floats, Railroad Bars, Brooms, Rig Bags
24885	12/19/2018	Wienhoff Drug Testing, Inc.	\$510.00	Random Selection Drug Testing - November
24886	12/19/2018	Network Builders IT, Inc.	\$5,254.95	WatchGuard Security Suite - 1/1/19 - 12/31/21
24887	1/7/2019	Allied Concrete Pumping, LLC	\$1,833.02	Concrete Pumping
24888	1/7/2019	Allied Concrete and Supply Co., Inc.	\$3,775.63	Concrete
24889	1/7/2019	Applied Technology Group, Inc.	\$1,510.00	WR #002
24890	1/7/2019	AT&T Mobility	\$53.55	GPS Device
24891	1/7/2019	Borba, A.J.	\$219.89	Health & Wellness Reimbursement - February - December
24892	1/7/2019	Cals Engine & Machine	\$60.00	Resurface Flywheel - #46
24893	1/7/2019	Central Sanitary Supply	\$704.64	Hot Paper Cups, Can Liners, Paper Towels
24894	1/7/2019	Central Valley Ag Grinding, Inc.	\$72.00	Waste Disposal - November
24895	1/7/2019	Comcast	\$600.69	Analog Lines, T.V., Internet
24896	1/7/2019	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$18,341.00	Attorney Fees
24897	1/7/2019	Digi-Key Corporation	\$65.62	Adapters
24898	1/7/2019	Durrett, Jason	\$251.25	Per Diem - Training - ITRC Flow Meas. & Canal Operation
24899	1/7/2019	Ellis Self Storage, Inc.	\$85.00	Storage - January
24900	1/7/2019	Fresno Valves & Castings, Inc.	\$995.23	12" Gate, Frame
24901	1/7/2019	George Reed, Inc.	\$916.80	Crushed Rock
24902	1/7/2019	Grainger	\$40.56	8" Balancing Damper
24903	1/7/2019	Guy, Steven	\$75.00	Steel-Toe Boots Reimbursement
24904	1/7/2019	Haidlen Ford	\$100.00	No Start Repair - #186
24905	1/7/2019	Holt of California, Inc.	\$324.10	Wiper Blades, Screws, Washers, Connectors
24906	1/7/2019	J.J. Keller & Associates, Inc.	\$716.06	DVIR Booklets, Out of Service Tags
24907	1/7/2019	Modesto Steel	\$4,284.71	Uncoated Pipes, Beams
24908	1/7/2019	Oakdale Chamber of Commerce	\$320.00	Annual Awards Dinner
24909	1/7/2019	Principal Financial Group	\$1,816.06	Life Insurance - January
24910	1/7/2019	Redwood Health Services	\$371.75	125 Cafeteria Plan & Cobra - January
24911	1/7/2019	Target Specialty Products	\$43,350.00	Dimension
24912	1/7/2019	Toste, David	\$251.25	Per Diem - Training - ITRC Flow Meas. & Canal Operation
24913	1/7/2019	Weeks, Brian	\$251.25	Per Diem - Training - ITRC Flow Meas. & Canal Operation

Accounts Payable  
Check Register - January 15, 2019



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
24914	1/7/2019	White Cap Construction Supply	\$3,386.82	Drain Spades, Aligner Clamps
24915	1/15/2019	Accela, Inc. #774375	\$33,793.00	Annual Maintenance 1/1/19 - 12/31/19
24916	1/15/2019	Ace Electric Motor & Pump Co.	\$4,201.15	Rebuild 15HP Rice Reclamation Pump
24917	1/15/2019	Ace Hardware	\$11.25	Drill Bits
24918	1/15/2019	ACWA-JPIA	\$9,300.83	Dental/Vision Insurance - February
24919	1/15/2019	ACWA - Association of California Water Agencies	\$22,560.00	2019 Annual Agency Dues
24920	1/15/2019	Allied Concrete Pumping, LLC	\$5,697.73	Concrete Pumping
24921	1/15/2019	Allied Concrete and Supply Co., Inc.	\$7,874.88	Concrete
24922	1/15/2019	Amazon	\$28.77	Printer Cable, Brush
24923	1/15/2019	Applied Technology Group, Inc.	\$12,642.43	Antenna, Orbit LN Master, Orbit ECR900
24924	1/15/2019	AT&T	\$79.43	Phone Charges 12/25/18 - 1/24/19
24925	1/15/2019	Bell, Luke	\$359.40	Health & Wellness Reimbursement - January - December
24926	1/15/2019	Boutin Jones, Inc.	\$2,703.00	Attorney Fees
24927	1/15/2019	California Farm Water Coalition	\$4,000.00	Annual Membership 2019
24928	1/15/2019	Central Sanitary Supply	\$65.36	Kitchen Towels
24929	1/15/2019	Centro Print Solutions	\$89.10	1099 Forms
24930	1/15/2019	City of Oakdale - Utilities	\$1,060.03	Water/Sewer - 11/16/18 - 12/15/18
24931	1/15/2019	Coffee Break Service, Inc.	\$212.00	Coffee Service
24932	1/15/2019	Condor Earth Technologies, Inc.	\$45,478.21	WR #012
24933	1/15/2019	CoreLogic Solutions, LLC	\$275.00	Real Quest - December
24934	1/15/2019	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$9,746.00	Attorney Fees
24935	1/15/2019	Denair Lumber Company, Inc.	\$9,727.12	Doug Fir, Plywood
24936	1/15/2019	Dennis Wing Trucking	\$12,351.00	Haul Dirt
24937	1/15/2019	Devnalysis	\$60.00	Hosting - oidwaterresourcesplan.org, savethestan.org
24938	1/15/2019	Drill Tech Drilling & Shoring, Inc.	\$1,487,131.36	WR #001
24939	1/15/2019	Family Water Alliance, Inc.	\$100.00	2019 Contribution
24940	1/15/2019	Fastenal Company	\$1,831.59	Linemans Pliers, Splice Tape, Bolts, Stainless Steel Flat Washers
24941	1/15/2019	Fedak & Brown LLP	\$3,090.00	2018 Audit Services
24942	1/15/2019	Fiez, Nichole	\$48.00	Health & Wellness Reimbursement - December
24943	1/15/2019	Fresno Valves & Castings, Inc.	\$13,094.23	8", 12", 18", 20", 24" Gates, Frames
24944	1/15/2019	George Reed, Inc.	\$1,271.41	Crushed Rock
24945	1/15/2019	GGD Oakdale LLC	\$2,444.66	DSO Office Lease - February
24946	1/15/2019	Gilton Resource Recovery Transfer Facility, Inc.	\$2,477.62	Waste Disposal - November
24947	1/15/2019	Gilton Solid Waste Management, Inc.	\$520.24	Refuse Charges - November
24948	1/15/2019	Grainger	\$215.64	Steel Strapping, Strapping Seals
24949	1/15/2019	Grenzebach, David	\$299.88	Health & Wellness Reimbursement - January - December
24950	1/15/2019	Grover Landscape Services, Inc.	\$495.00	Monthly Landscape Maintenance - December
24951	1/15/2019	Haidlen Ford	\$200.00	Repair Steering, Repair Air Bag Light - #184, #187
24952	1/15/2019	Hilmar Lumber, Inc.	\$14,404.86	PVC Pipes, PVC Elbows, PVC Gaskets
24953	1/15/2019	Interstate Truck Center	\$1,036.61	Pneumatic Clean, Pressure Sensor, Torque Arms - #34
24954	1/15/2019	Jones, Robert	\$444.00	Health & Wellness Reimbursement - January - December
24955	1/15/2019	Jorgensen Company	\$655.83	Gas Mix, Demand Flow Regulator
24956	1/15/2019	Kaiser Foundation Health Plan, Inc.	\$54,824.32	Health Insurance - February
24957	1/15/2019	Mission Uniform Service	\$873.72	Uniform Service
24958	1/15/2019	Morrill Industries, Inc.	\$6,294.25	Starter Couplers, PVC Elbows, Adapters, Gaskets
24959	1/15/2019	Morris, Chris and/or Tammy	\$394.21	Hydrant Meter Deposit Refund
24960	1/15/2019	NCCCO	\$50.00	Certification Renewal - Crane Op Practical Test Site



# Accounts Payable

Check Register - January 15, 2019



Oakdale Irrigation District  
1205 East F Street  
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
24961	1/15/2019	NorCal Kenworth	\$201.12	Hood Hooks, Gaskets - #21, #24, #34
24962	1/15/2019	Oakdale Automotive Repair & Tire	\$287.14	Mount Tires - #21, #52, TR19
24963	1/15/2019	Oakdale Auto Parts	\$346.13	Bulbs, Tubing, Fittings
24964	1/15/2019	Oakdale Leader	\$245.00	Retail Display - Holiday Greetings
24965	1/15/2019	Oakdale Joint Unified School District	\$1,780.11	Donation - Salmon Field Day Trip
24966	1/15/2019	Office Depot	\$221.68	Office Supplies
24967	1/15/2019	Ontel Security Services, Inc.	\$275.00	Security Monitoring - December
24968	1/15/2019	Orvis, Tom	\$683.30	ACWA Conference Expenses
24969	1/15/2019	PAPA	\$135.00	Membership Renewal 2019 - Jones, Vella, Becker
24970	1/15/2019	P & L Concrete Products, Inc.	\$305.99	Concrete
24971	1/15/2019	Portola Systems, Inc.	\$328.00	License - Microsoft Office 2019
24972	1/15/2019	Pridestaff	\$2,309.18	Temp Employee - Finance Dept.
24973	1/15/2019	Provost & Pritchard Consulting Group	\$6,200.73	WR #033
24974	1/15/2019	Ray Morgan Company	\$930.72	Copier Usage - 11/24/18 - 12/23/18
24975	1/15/2019	Rinker Materials	\$30,538.98	72" Concrete Pipes
24976	1/15/2019	Rubicon, Inc.	\$411,848.69	LCD Displays, Keypads, Cables, Reduction Encoder, Flume Gates
24977	1/15/2019	Safe-T-Lite of Modesto, Inc.	\$81.31	Eye Wash
24978	1/15/2019	SJFB Foundation for Ag Education	\$250.00	Annual Meeting Sponsorship
24979	1/15/2019	San Joaquin Tributaries Authority	\$250,000.00	2019 SJTA Obligation
24980	1/15/2019	Snap-on Industrial	\$74.25	Re-Calibrate & Service - Torque Wrench
24981	1/15/2019	Spray & Son Janitorial, Inc.	\$2,450.00	Monthly Janitorial Service - December
24982	1/15/2019	Streamline	\$400.00	Monthly Website Fee - December
24983	1/15/2019	Sutter Health Plus	\$48,417.28	Health Insurance - February
24984	1/15/2019	TP Express	\$150.00	Portable Toilet Rental - January
24985	1/15/2019	United Rentals Northwest, Inc.	\$620.56	36' Boom
24986	1/15/2019	W. H. Breshears, Inc.	\$5,788.09	Fuel
24987	1/15/2019	Wholesale Trailer Supply	\$141.87	Oil Caps, D-Rings, Relays
			<u>\$3,553,074.37</u>	

OAKDALE IRRIGATION DISTRICT  
STATEMENT OF OBLIGATIONS  
January 15, 2019

VOIDED Check No. 24817

THE FOREGOING CLAIMS, NUMBERED 24776 Through 24987 INCLUSIVE  
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT  
AND ARE OBLIGATIONS AUTHORIZED THERETO.

## BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 7  
APN: N/A

---

**SUBJECT: APPROVE OLD IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS**

---

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

---

**BACKGROUND AND DISCUSSION:**

Check number 0105 for the reimbursement of Improvement District's November 2018 O & M expenses and Annual Administrative Fees in the amount of \$57,296.58 is being submitted for Board approval.

**FISCAL IMPACT:** \$57,296.58

**ATTACHMENTS:**

- Statement of Obligations

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**

**OAKDALE IRRIGATION DISTRICT  
IMPROVEMENT DISTRICT ACCOUNT**

0105

<b>DATE: 15-Jan-19</b>		<b>TO: Oakdale Irrigation District</b>			
<b>MAINTENANCE PAYABLE</b>					
<b>I.D. #</b>	<b>NOVEMBER O &amp; M Expense and Annual Admin Fee</b>	<b>I.D. #</b>	<b>NOVEMBER O &amp; M Expense and Annual Admin Fee</b>		
1	\$312.52	31	\$337.88		Note: Included Misc. Recon. Items
2	312.52	36	312.52		
8	312.52	38	312.52		
13	312.52	41	7,662.94		
19	1,858.33	45	8,510.16		<b>I.D. #</b> <b>Construction In Progress</b>
20	312.52	46	12,045.25		
21	312.52	48	313.52		
22	6,866.54	51	15,045.35		
26	312.52	52			
29	1,843.93				
<b>SUB-TOTAL</b>	<b>\$12,756.44</b>	<b>SUB-TOTAL</b>	<b>\$44,540.14</b>	<b>SUB-TOTAL</b>	<b>\$0.00</b>
				<b>VOUCHER CHARGES</b>	
				<b>Maintenance &amp; Operations</b>	<b>\$57,296.58</b>
				<b>Capital Projects</b>	<b>\$0.00</b>
				<b>TOTAL AMOUNT</b>	<b>\$57,296.58</b>

**OAKDALE IRRIGATION DISTRICT  
IMPROVEMENT DISTRICTS  
STATEMENT OF OBLIGATIONS  
FOR JANUARY 1, 2019 - JANUARY 15, 2019**

**CHECK**

<b>NO.</b>	<b>PAYABLE TO:</b>	<b>AMOUNT</b>	<b>DATE</b>
0105	OAKDALE IRRIGATION DISTRICT	57,296.58	01/15/2019

THE FOREGOING CLAIM NUMBERED 0105 WAS APPLIED TO  
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT  
DISTRICTS AND ARE AUTHORIZED THERETO.

## BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 8  
APN: N/A

---

**SUBJECT: APPROVE THE MONTHLY TREASURER'S REPORT AND UNAUDITED FINANCIAL STATEMENTS FOR THE MONTH ENDING NOVEMBER 30, 2018**

---

**RECOMMENDED ACTION:** Approve the Treasurer's Report and Unaudited Financial Statements for the Month Ending November 30, 2018

---

**BACKGROUND AND/OR HISTORY:**

The Treasurer's report provides the total Treasury and Improvement District Funds as of November 30, 2018.

The Financial Statements for the period ending November 30, 2018, demonstrate the year-to-date unaudited income and expenditures for the District. Year-to-date the District has realized 76.9% of budgeted revenues and actual expenditures (including capital projects and purchases) are at 82.2% of the budget. Revenues and Expenditures to date are currently in line with the budget.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

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

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE**

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

**Action(s) to be taken:**

# OAKDALE IRRIGATION DISTRICT



## TREASURER'S REPORT FOR THE PERIOD ENDING NOVEMBER 30, 2018

TREASURER'S REPORT TO THE BOARD OF DIRECTORS  
OAKDALE IRRIGATION DISTRICT  
STATEMENT OF FUNDS  
FOR THE PERIOD ENDING NOVEMBER 30, 2018

PERIOD ENDING	11/30/2018	RATE	10/31/2018	NET CHANGE
<b><u>OAKDALE IRRIGATION DISTRICT FUNDS</u></b>				
LAIF	\$164,527.18	2.208%	\$164,527.18	\$0.00
OAK VALLEY COMMUNITY BANK CHECKING	595,236.08		577,183.05	18,053.03
OVCB BUSINESS PLUS SAVINGS	2,943,315.75	.05%-.40%	2,326,109.64	617,206.11
UNION BANK OF CALIFORNIA	62,386,221.62	2.516%	64,772,459.34	(2,386,237.72)
<i>TOTAL TREASURY FUNDS</i>	66,089,300.63		67,840,279.21	(1,750,978.58)
<b><u>IMPROVEMENT DISTRICT FUNDS</u></b>				
IMPROVEMENT DISTRICT'S FUNDS	1,486,500.20		1,490,553.84	(4,053.64)
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	1,486,500.20		1,490,553.84	(4,053.64)
<b><u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u></b>	<b><u>\$67,575,800.83</u></b>		<b><u>\$69,330,833.05</u></b>	<b><u>(\$1,755,032.22)</u></b>



OAKDALE IRRIGATION DISTRICT  
FOR THE PERIOD ENDING  
NOVEMBER 30, 2018

DISTRICT CASH AND CASH EQUIVALENTS		11/30/2018	11/30/2017	NET CHANGE
Beginning Balance: 11/01/2018		\$67,840,279.21		
Receipts / Earnings / Transfers		880,657.38		
Expenditures / Transfers		(2,631,635.96)		
<b>TOTAL DISTRICT TREASURY FUNDS ON HAND:</b>	<b>11/30/2018</b>	<b>\$66,089,300.63</b>	<b>\$66,381,722.64</b>	<b>(\$292,422.01)</b>
<b><u>GENERAL FUND</u></b>				
Beginning Balance: 11/01/2018		\$20,618,662.69		
<b><u>RECEIPTS / EARNINGS</u></b>				
Secretary's Receipts	\$12,711.01			
Net Investment Income	117,980.82			
Collection Receipts	748,324.86			
Transfer from Reserve Funds	0.00			
Total Receipts:		879,016.69		
<b><u>EXPENDITURES</u></b>				
Accounts Payable	1,931,719.29			
Payroll	698,275.98			
Transfers to Reserve Funds				
Transfers to RWS Reserve Funds	1,640.69			
Total Expenditures:		(2,631,635.96)		
<b>BALANCE ON HAND:</b>	<b>11/30/2018</b>	<b>\$18,866,043.42</b>	<b>\$14,283,092.41</b>	<b>\$4,582,951.01</b>
<b><u>CAPITAL REPLACEMENT / IMPROVEMENT RESERVE- \$18,000,000 - limit</u></b>				
Beginning Balance: 11/01/2018		\$18,000,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>11/30/2018</b>	<b>\$18,000,000.00</b>	<b>\$18,000,000.00</b>	<b>\$0.00</b>
<b><u>OPERATING RESERVE - \$6,000,000 max. limit</u></b>				
Beginning Balance: 11/01/2018		\$4,738,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>	<b>11/30/2018</b>	<b>\$4,738,000.00</b>	<b>\$3,738,000.00</b>	<b>\$1,000,000.00</b>
<b><u>RATE STABILIZATION RESERVE - \$4,500,000 max. limit</u></b>				
Beginning Balance: 11/01/2018		\$3,388,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
<b>BALANCE ON HAND:</b>		<b>\$3,388,000.00</b>	<b>\$2,388,000.00</b>	<b>\$1,000,000.00</b>

OAKDALE IRRIGATION DISTRICT  
FOR THE PERIOD ENDING  
NOVEMBER 30, 2018

DISTRICT TREASURY FUNDS - <i>continued</i>	11/30/2018	11/30/2017	NET CHANGE
<u><b>VEHICLE AND EQUIPMENT REPLACEMENT RESERVE - \$1,500,000 max. limit</b></u>			
Beginning Balance: 11/01/2018	\$504,296.71		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
<b>BALANCE ON HAND: 11/30/2018</b>	<b>\$504,296.71</b>	<b>\$492,365.71</b>	<b>\$11,931.00</b>
<u><b>MAIN CANAL / TUNNEL IMPROVEMENT RESERVE</b></u>			
Beginning Balance: 11/01/2018	\$5,515,767.29		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
<b>BALANCE ON HAND: 11/30/2018</b>	<b>\$5,515,767.29</b>	<b>\$20,064,000.00</b>	<b>(\$14,548,232.71)</b>
<u><b>BUILDING AND FACILITIES REPLACEMENT RESERVE</b></u>			
Beginning Balance: 11/01/2018	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND: 11/30/2018</b>	<b>\$3,075,000.00</b>	<b>\$475,000.00</b>	<b>\$2,600,000.00</b>
<u><b>RURAL WATER SYSTEM REPLACEMENT / IMPROVEMENT RESERVE - \$1,000,000 max. limit</b></u>			
Beginning Balance: 11/01/2018	\$821,468.52		
Transfer from General Fund	1,640.69		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND: 11/30/2018</b>	<b>\$823,109.21</b>	<b>\$762,180.52</b>	<b>\$60,928.69</b>
<u><b>EMPLOYEE COMPENSATED ABSENCES TRUST FUND</b></u>			
Beginning Balance: 11/01/2018	\$179,084.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
<b>BALANCE ON HAND: 11/30/2018</b>	<b>\$179,084.00</b>	<b>\$179,084.00</b>	<b>\$0.00</b>
<u><b>DEBT RESERVE FUND</b></u>			
Beginning Balance: 11/01/2018	11,000,000.00		
Receipts	0.00		
Expenditures	0.00		
<b>BALANCE ON HAND:</b>	<b>11,000,000.00</b>	<b>6,000,000.00</b>	<b>5,000,000.00</b>

OAKDALE IRRIGATION DISTRICT  
FOR THE PERIOD ENDING  
NOVEMBER 30, 2018

RESTRICTED FUNDS		11/30/2018	11/30/2017	NET CHANGE
<u>IMPROVEMENT DISTRICT'S FUNDS</u>				
Beginning Balance: 11/01/2018		\$1,490,553.80		
Receipts		106.64		
Expenditures		(4,160.24)		
BALANCE ON HAND:	11/30/2018	\$1,486,500.20	\$1,259,746.77	\$226,753.43

FILED: November 6, 2018      STATE OF CALIFORNIA / COUNTY OF STANISLAUS

# OAKDALE IRRIGATION DISTRICT



## MONTHLY FINANCIAL STATEMENTS

November 30, 2018

*FOR INTERNAL REPORTING PURPOSES ONLY*

**OAKDALE IRRIGATION DISTRICT**  
**November 30, 2018**



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# OAKDALE IRRIGATION DISTRICT

## STATEMENT OF NET POSITION



	For the month ending November 30,		
	2018	2017	Change
<b>ASSETS</b>			
<b>Current assets:</b>			
Cash and cash equivalents	\$ 3,737,720	\$ 2,104,656	\$ 1,633,064
Investments	62,386,222	64,386,742	(2,000,520)
Receivables			
Annexation fees	-	855,433	(855,433)
Agricultural water fees	1,917,385	1,742,318	175,067
Due from other governmental agencies	152,877	1,351	151,526
Miscellaneous	35,690	171,648	(135,958)
Domestic water fees	10,281	10,028	253
Inventory of materials and supplies	843,943	711,006	132,937
Prepaid expenses	505,756	318,365	187,391
Due from Improvement Districts	70,791	13,710	57,081
<b>Total current assets</b>	<b>69,660,666</b>	<b>70,315,257</b>	<b>(654,591)</b>
<b>Noncurrent assets:</b>			
Accounts receivable - delinquencies	4,325	7,753	(3,428)
Due from other governmental agencies-Prop 1A	101,475	101,475	(0)
Restricted Improvement Districts' cash and cash equivalents	1,486,500	1,259,747	226,753
Annexation fees receivable	14,967,155	15,463,298	(496,143)
Investments in Tri-Dam Project	44,976,430	43,227,700	1,748,730
Capital assets:			
Not being depreciated	21,992,930	8,575,357	13,417,573
Being depreciated, net	77,144,701	75,884,311	1,260,390
<b>Total noncurrent assets</b>	<b>160,673,517</b>	<b>144,519,641</b>	<b>16,153,876</b>
<b>Total assets</b>	<b>230,334,183</b>	<b>214,834,898</b>	<b>15,499,285</b>
<b>Deferred outflows of resources</b>			
Pensions	1,251,260	950,403	300,857
Bonds	3,439,491	3,603,277	(163,786)
<b>Total deferred outflows of resources</b>	<b>4,690,751</b>	<b>4,553,680</b>	<b>137,071</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>235,024,935</b>	<b>219,388,578</b>	<b>15,636,357</b>
<b>LIABILITIES</b>			
<b>Current liabilities:</b>			
Payable from nonrestricted assets			
Accounts payable	1,633,314	771,501	861,813
Due to other governmental agencies	-	-	-
Accrued salaries, wages and related benefits	1,008,249	880,034	128,214
Unearned revenue	1,995,000	13,027	1,981,973
Deposits payable	182,839	149,135	33,704
Due to Improvement Districts	-	22,843	(22,843)
Claims payable	2,800	10	2,790
Interest expense payable	-	-	-
Improvement Districts' deposits payable from restricted assets	1,486,500	1,259,747	226,753
Long-term liabilities, due within one-year	-	-	-
<b>Total current liabilities</b>	<b>6,308,702</b>	<b>3,096,297</b>	<b>3,212,404</b>
<b>Noncurrent liabilities:</b>			
Long-term liabilities, due in more than one-year, net	27,945,817	28,874,189	(928,372)
Pensions	4,092,625	3,368,866	723,759
<b>Total noncurrent liabilities</b>	<b>32,038,442</b>	<b>32,243,055</b>	<b>(204,613)</b>
<b>TOTAL LIABILITIES</b>	<b>38,347,143</b>	<b>35,339,352</b>	<b>3,007,791</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pensions	460,188	572,465	(112,277)
<b>Total deferred inflows of resources</b>	<b>460,188</b>	<b>572,465</b>	<b>(112,277)</b>
<b>Net Position</b>			
Net investment in capital assets	61,645,616	54,327,487	7,318,129
Unrestricted	134,571,988	129,149,275	5,422,714
<b>TOTAL NET POSITION</b>	<b>\$ 196,217,604</b>	<b>\$ 183,476,761</b>	<b>\$ 12,740,843</b>

**OAKDALE IRRIGATION DISTRICT**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**For the Month Ended November 30, 2018**



	Current Month	YTD Actual	2018 Budget	Budget Remaining	% of 2018 Budget Remaining
<b>Operating revenues:</b>					
Agricultural water deliver charges (base rate)	\$ 0	\$ 1,942,231	\$ 1,982,800	\$ 40,569	2%
Water sales	689,465	7,969,395	7,539,600	(429,795)	-6%
Annexation Fees	0	0	5,200,000	5,200,000	100%
Domestic water delivery fee	16,285	205,530	205,000	(530)	0%
Improvement District Fees	45,734	60,236	60,500	264	0%
Other water related revenues	1,469	158,141	58,100	(100,041)	0%
<b>Total operating revenues</b>	<b>752,952</b>	<b>10,335,532</b>	<b>15,046,000</b>	<b>4,710,468</b>	<b>31%</b>
<b>Operating expenses:</b>					
Operation and maintenance	327,457	4,476,819	5,859,902	1,383,083	24%
Water operations	235,229	3,042,702	2,636,171	(406,531)	-15%
General and administrative	191,674	3,156,222	5,732,500	2,576,278	45%
Depreciation / amortization	215,502	2,461,142	2,446,500	(14,642)	-1%
<b>Total operating expenses</b>	<b>969,863</b>	<b>13,136,885</b>	<b>16,675,073</b>	<b>3,538,188</b>	<b>21%</b>
<b>Operating Income (loss)</b>	<b>(216,911)</b>	<b>(2,801,353)</b>	<b>(1,629,073)</b>	<b>1,172,280</b>	<b>-72%</b>
<b>Nonoperating revenues (expenses):</b>					
County property tax appropriations	31	1,801,933	2,600,000	798,067	31%
Interest earned	118,070	1,185,186	881,000	(304,186)	-35%
Gain (loss) sale of assets	0	17,398	0	0	0%
Debt service interest	-	(650,524)	(1,087,100)	(436,576)	40%
Tri-Dam Project distributions	-	10,559,500	12,200,000	1,640,500	13%
Tri-Dam Power Authority distributions	-	3,691,500	5,400,000	1,708,500	32%
<b>Total non-operating rev. (exp.)</b>	<b>118,101</b>	<b>16,604,992</b>	<b>19,993,900</b>	<b>3,406,306</b>	<b>17%</b>
	<b>(98,809)</b>	<b>13,803,639</b>	<b>18,364,827</b>	<b>4,578,586</b>	<b>25%</b>
Capital contributions	86,879	195,533	-	(195,533)	0%
<b>Change in net position</b>	<b>\$ (11,930)</b>	<b>\$ 13,999,172</b>	<b>\$ 18,364,827</b>	<b>\$ 4,383,053</b>	<b>24%</b>
<b>Capital expenditures &amp; debt obligations</b>	<b>\$ 1,113,899</b>	<b>\$ 15,428,478</b>	<b>\$ 17,765,950</b>	<b>\$ 2,337,472</b>	<b>13%</b>

**OAKDALE IRRIGATION DISTRICT**  
**REVENUES - DETAIL**  
**For the Month Ended November 30, 2018**



	Current Month	YTD Actual	2018 Budget	Budget Remaining	% of 2018 Budget Remaining
<b>OPERATING REVENUES</b>					
Agricultural water service fees					
Tier 1	-	\$ 1,719,337	\$ 1,701,900	\$ (17,437)	0%
Tier 2	-	222,894	225,300	2,406	1%
Tier 3	-	-	55,600	55,600	100%
Water sales					
Tier 1	283,748	595,086	511,000	(84,086)	-16%
Tier 2	280,189	799,444	653,600	(145,844)	-22%
Tier 3	-	-	875,000	875,000	100%
Local out-of-district	-	313,065	500,000	186,935	0%
Out-of-district	125,528	6,261,800	5,000,000	(1,261,800)	0%
Annexation fees	-	-	5,200,000	5,200,000	100%
Domestic water sales	16,285	205,530	205,000	(530)	0%
Improvement District fees	45,734	60,236	60,500	264	0%
Miscellaneous revenues	-				
Penalties	-	28,850	21,500	(7,350)	0%
Transfer fees	360	3,267	6,000	2,733	46%
District rental properties	500	5,500	15,600	10,100	65%
Miscellaneous revenue	609	120,524	15,000	(105,524)	0%
<b>Total Operating Revenue</b>	<b>752,952</b>	<b>10,335,532</b>	<b>15,046,000</b>	<b>4,710,468</b>	<b>31%</b>
<b>NONOPERATING REVENUES</b>					
County property tax appropriations	31	1,801,933	2,600,000	798,067	31%
Investment earnings					
Investment earnings	117,981	860,794	400,000	(460,794)	-115%
Interest income	89	324,392	481,000	156,608	33%
Gain (loss) sale of assets	-	17,398	-	(17,398)	0%
Tri-Dam Project distributions	-	10,559,500	12,200,000	1,640,500	13%
Tri-Dam Power Authority distributions	-	3,691,500	5,400,000	1,708,500	32%
<b>Total Nonoperating Revenues</b>	<b>118,101</b>	<b>17,255,516</b>	<b>21,081,000</b>	<b>3,825,484</b>	<b>18%</b>
Capital Contributions	86,879	195,533	-	(195,533)	0%
<b>TOTAL REVENUES</b>	<b>\$ 957,933</b>	<b>\$ 27,786,581</b>	<b>\$ 36,127,000</b>	<b>\$ 8,340,419</b>	<b>23%</b>



**OAKDALE IRRIGATION DISTRICT**  
**OPERATING EXPENSES SUMMARY**  
For the Month Ended November 30, 2018



	Current Month	YTD Actual	2018 Budget	Budget Remaining	% of 2018 Budget Remaining
<b>OPERATING EXPENSES</b>					
<b>MAINTENANCE</b>					
SSJID Main Supply Diversion Works	\$ 236	\$ 9,659	\$ 38,000	\$ 28,341	75%
North Main Canal Maintenance	2,146	91,446	472,500	381,054	81%
South Main Canal Maintenance	8,478	177,236	351,400	174,164	50%
Irrigation Water Lateral Maintenance-North Side	49,785	1,358,276	1,870,700	512,424	27%
Irrigation Water Lateral Maintenance - South Side	128,894	1,307,975	1,507,700	199,725	13%
Pumping Plant Operations and Maintenance	31,065	385,072	533,654	148,582	28%
Drainage System Maintenance	12,313	198,240	305,100	106,860	35%
Building and Grounds Maintenance	41,811	412,095	255,500	(156,595)	-61%
Vehicle and Equipment Maintenance	52,730	536,819	525,348	(11,471)	-2%
<b>TOTAL MAINTENANCE</b>	<b>327,457</b>	<b>4,476,819</b>	<b>5,859,902</b>	<b>1,383,083</b>	<b>24%</b>
<b>WATER OPERATIONS</b>					
Domestic Water System Maintenance	26,184	220,051	291,471	71,420	25%
Irrigation Water Operations - North Division	108,155	1,438,683	1,135,400	(303,283)	-27%
Irrigation Water Operations - South Division	98,656	1,344,804	1,132,900	(211,904)	-19%
Drainage Water Operations	443	5,429	18,600	13,171	71%
Water Measurement Management	1,790	33,735	57,800	24,065	42%
<b>TOTAL WATER OPERATIONS</b>	<b>235,229</b>	<b>3,042,702</b>	<b>2,636,171</b>	<b>(406,531)</b>	<b>-15%</b>
<b>GENERAL, ADMINISTRATION, AND DEPRECIATION</b>					
General and Administration	191,674	3,156,222	5,732,500	2,576,278	45%
Depreciation and Amortization	215,502	2,461,142	2,446,500	(14,642)	-1%
<b>TOTAL GENERAL, ADMINISTRATION, AND DEPR.</b>	<b>407,177</b>	<b>5,617,364</b>	<b>8,179,000</b>	<b>2,561,636</b>	<b>31%</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>969,863</b>	<b>13,136,885</b>	<b>16,675,073</b>	<b>3,538,188</b>	<b>21%</b>
<b>NONOPERATING EXPENSES</b>					
Interest expense	0	650,524	1,087,100	436,576	40%
<b>TOTAL NONOPERATING EXPENSES</b>	<b>0</b>	<b>650,524</b>	<b>1,087,100</b>	<b>436,576</b>	<b>40%</b>
<b>TOTAL OPERATING AND NONOPERATING EXPENSES</b>	<b>\$ 969,863</b>	<b>\$ 13,787,409</b>	<b>\$ 17,762,173</b>	<b>\$ 3,974,764</b>	<b>22%</b>

**OAKDALE IRRIGATION DISTRICT**  
**CAPITAL AND DEBT EXPENDITURES**  
**For the Month Ended November 30, 2018**



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2018 YTD ACTUAL	2018 BUDGET
00-000-15200-00	Capital Work	Capital construction projects as per WRP (baseline CIP)	\$ 773,501	\$ 2,100,000
00-000-15200-00		Capital construction projects as per WRP (modernization)	2,676,509	3,000,000
00-000-15200-00		Two-Mile Bar Tunnel	10,418,873	10,500,000
00-000-15150-00	Ag Pumping Plants	Major repairs	2,588	50,000
00-000-15181-00	Backhoes / Heavy Eq.	Motor Grader		345,000
		Front-end wheel loader (budgeted in 2017, approved by BOD Jan. 18)	249,989	-
00-000-15183-00	Miscellaneous Construction	Electric vibrator, 10 ft. shaft		1,500
		Trash pump, 2" (6)	7,064	5,100
		Generator, 5.6 KW with electric start (3)	3,398	8,100
		Vibratory rammer, with wheel kit (2)	14,772	7,800
		Air compressor, 175 PSI with electric start (5)	9,423	12,000
		Pump, portable 4" or 6"		45,000
00-000-15184-00	Autos/Pickups/Trucks/Trailers	RTV trailer	3,000	5,500
		Chemical tanks for pesticide trucks (2)		17,000
		Tilt-bed trailer	15,063	17,000
		1/2-ton pickup for DSOs	25,457	30,000
		1/2-ton 4 wheel drive pickup for DSOs	28,250	32,000
		3/4-ton pickup with utility bed (SCADA)	40,674	35,000
		2-ton service truck (diesel)	117,736	125,000
		Dump truck, 3-axle (diesel)		220,000
		1.5-ton crew truck (4)	195,728	230,000
00-000-15185-00	Shop/Warehouse/ Yard Buildings	Pallet racking system for warehouse	1,843	3,000
		Yard chain link fencing with 80% privacy fabric		17,500
00-000-15186-00	Shop/Warehouse/ Yard Equipment	Base station / AlertMicro docking module	1,382	1,750
		Spill containment pallets (2)	2,720	3,500
		Wheel/tire balancer unit		5,000
		Porta coolers	5,850	6,000
		20' storage containers (2)		7,000
		Steel roller / bender machine	9,526	10,000
00-000-15187-00	Office and Engineering Equipment	Computer Workstation (New Asst. Engineer)		3,000
		Ergonomic workstation furniture (CFO)		4,200
		Copier, with letter & legal capacity, feeder (2)	4,703	5,000
		Computer workstations	11,146	10,000
		Ergonomic workstation modules and furniture (front office)	27,267	39,000
00-000-15189-00	Office and Yard -Prop.	Headquarter project design		100,000
		Yard Security Cameras	8,508	-
TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES			14,654,970	17,000,950
00-000-22320-00	Current - COP Debt	Principal payment of Series 2016 COP	765,000	765,000
TOTAL CAPITAL AND DEBT EXPENDITURES			\$ 15,428,478	\$ 17,765,950

## BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 9  
APN: N/A

---

**SUBJECT: APPROVE SPONSORSHIP OPPORTUNITIES WITH THE OAKDALE CHAMBER OF COMMERCE FOR 2019**

---

**RECOMMENDED ACTION:** Approve the Sponsorship Opportunities with the Oakdale Chamber of Commerce in the Sum of \$2,500

---

**BACKGROUND AND/OR HISTORY:**

The District sponsored the Chamber of Commerce in 2017 in the sum of \$3,600 and in 2018 in the sum of \$2,500. For 2019, the District is requesting that the Board approve the same sponsorship opportunities as in 2018 which are outlined in the attachment in the sum of \$2,500.

**FISCAL IMPACT:** \$2,500

**ATTACHMENTS:**

- Oakdale Chamber of Commerce Sponsorship Package for 2019
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:** Alpers (Yes/No) Bairos (Yes/No) Clark (Yes/No) Doornenbal (Yes/No) Webb (Yes/No)

**Action(s) to be taken:**

# Oakdale

## CHAMBER of COMMERCE

### CALIFORNIA

## 2019 Chamber Champions

Marketing and promoting your company is one of the largest business expenses. By participating in this program, your business has access to the Chamber's effective promotional opportunities to target future customers and continue to strengthen your business' brand in Oakdale. The purpose of the Chamber Champions Sponsorship Program is to eliminate the repetitive solicitation of funds necessary to carry out major events. Chamber Champions are able to take advantage of preferred billing by electing to pay once annually or on a per-event basis.

#### Annual Awards Dinner

##### Sponsors

☐ \$700 ☐ \$350 ☐ \$50

##### Advertising

☐ \$35 ☐ \$55 ☐ \$75

#### Ag Scholarship Luncheon

☒ \$500 ☐ \$250

##### Vendor Options Available

#### Pours in Stores

☐ \$2,000 ☐ \$750 ☐ \$350 (Spring)

☐ \$2,000 ☐ \$750 ☐ \$350 (Fall)

☐ \$2,500 Both Events

#### Chocolate Festival

☐ \$10,000 ☐ \$5,000 ☐ \$3,000

☐ \$2,000 ☐ \$1,000 ☐ \$750

☐ \$500 ☐ \$250

#### Concert in the Park

☒ \$500 ☐ \$250 ☐ \$50

#### Taste of Oakdale

☐ \$2,000 ☐ \$1,000 ☒ \$500

##### Vendor Options Available

#### Golf Classic

☐ \$3,000 ☐ \$1,500 ☐ \$1,250 ☐ \$1,000 (beverage)

☒ \$1,000 (eagles) ☐ \$750 ☐ \$500 ☐ \$150

## YES! I pledge my support as a Chamber Champion sponsor.

Contact: Lori Presley

Company: Oakdale Irrigation District

Website: www.oakdaleirrigation.com

Address: 1205 East F Street

City: Oakdale State: CA Zip: 95361

Phone: (209) 847-0341

Fax: (209) 847-3468

Email: 1fp@oakdaleirrigation.com

*Chamber Champion minimum participation level of \$1,500 combined sponsorships, advertising and administrative fee of \$45.*

I will sponsor the marked item(s) totalling \$ 2,500

I wish to be:

☐ Invoiced

☒ Have enclosed check

☐ Please call for my Visa, MasterCard or AMEX

☐ Please call to set up my monthly auto pay

☐ Apply Sponsor voucher per membership level

\$                     

590 N. Yosemite Ave., Oakdale, CA 95361.

Phone (209) 847-2244 / Fax (209) 847-0826

[www.oakdalechamber.com](http://www.oakdalechamber.com) / [events@oakdalechamber.com](mailto:events@oakdalechamber.com)

# BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 10  
APN: N/A

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**SUBJECT: APPROVE AMENDMENT TO OAKDALE IRRIGATION DISTRICT'S ORGANIZATIONAL CHART TO ADD ONE DISTRIBUTION SYSTEM OPERATOR/CONSTRUCTION AND MAINTENANCE WORKER POSITION**

---

**RECOMMENDED ACTION:** Approve an Amendment to OID's Organizational Chart to Add One Distribution System Operator/Construction and Maintenance Worker Position

---

**BACKGROUND AND/OR HISTORY:**

Multiple Distribution System Operators are anticipated to be absent for extended periods of time during the 2019 water season as well as the potential for one retirement. Training a new DSO/C&M Worker to effectively run water within one of the eight OID DSO divisions can take a number of months. Rather than invest in training a temporary employee and limiting the applicant pool to only those willing and available to work a temporary position, OID staff recommends adding a new full-time DSO/C&M Worker position to the 2019 organizational chart. The additional DSO/C&M position would not be backfilled when the next DSO/C&M Worker vacancy arose.

While the additional position is unbudgeted, there are multiple vacancies within the organizational chart that could potentially keep operating expenses within the 2019 budget.

**FISCAL IMPACT:** +/- \$48,500 in 2019 not including benefits

**ATTACHMENTS:**

- Draft Amended 2019 Organizational Chart
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

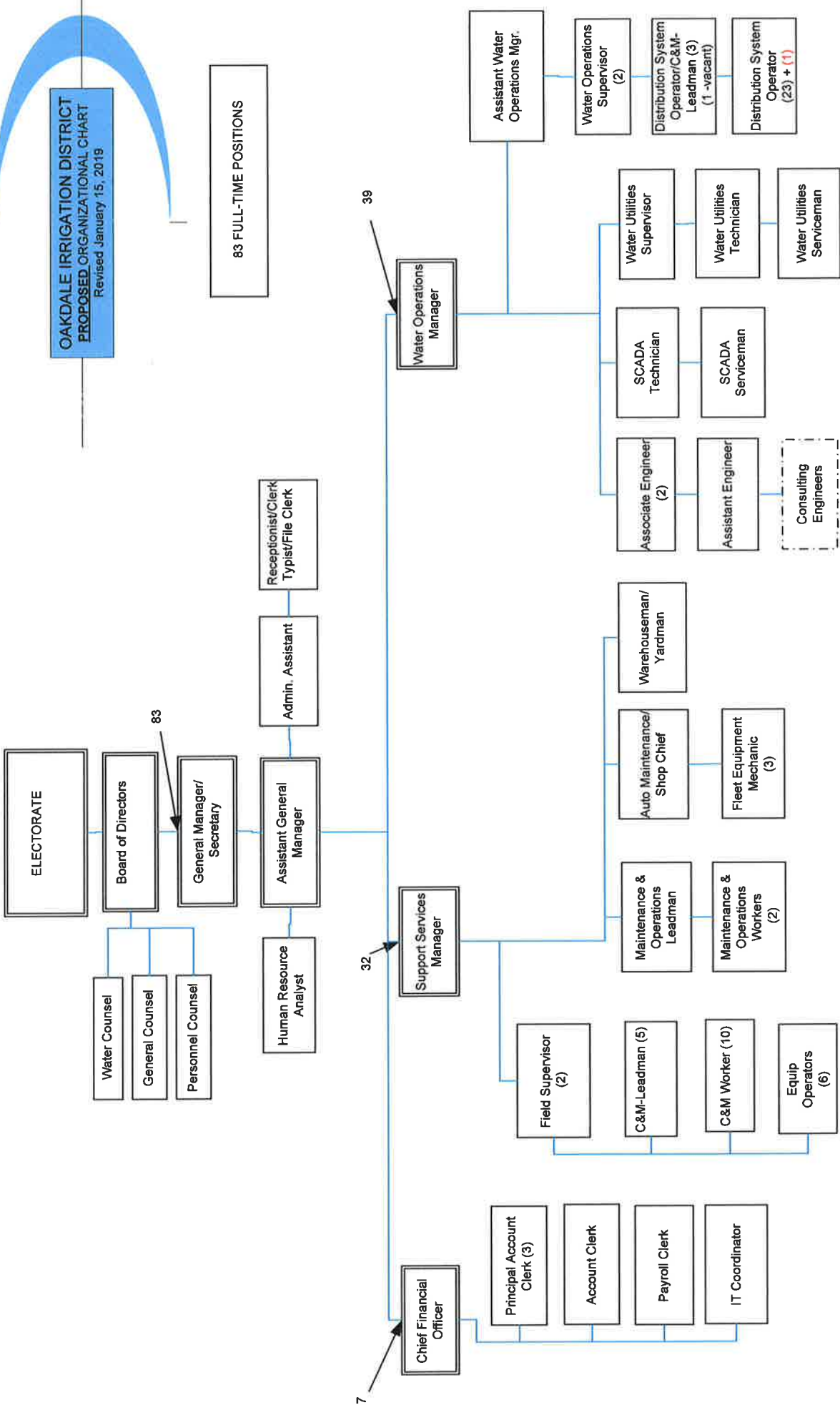
**VOTE:**

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

**Action(s) to be taken:**

# OAKDALE IRRIGATION DISTRICT **PROPOSED ORGANIZATIONAL CHART** Revised January 15, 2019

83 FULL-TIME POSITIONS



# BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 11  
APN: N/A

---

**SUBJECT: APPROVE LEASE AMENDMENT WITH GGD OAKDALE, LLC FOR THE DSO OFFICE AND AUTHORIZE GENERAL MANAGER TO EXECUTE**

---

**RECOMMENDED ACTION:** Approve the Lease Amendment with GGD Oakdale, LLC for the DSO Office and Authorize General Manager to Execute

---

**BACKGROUND AND/OR HISTORY:**

The Lease Term for the DSO office space in the Live Oak Plaza expires on March 31, 2019. The property owner, GGD Oakdale, LLC, has provided a three year amendment to the current lease with the same terms and conditions. The monthly rate commencing on April 1, 2019 will be \$2,100.00 plus the "Common Area Maintenance" of \$375 per month. The monthly rate will increase by 1-1/2% annually after the first year, the "Common Area Maintenance" will remain at \$375.00.

The Water Operations Dept. has occupied this space since January 2008. The Live Oak Plaza is situated adjacent to the District's main office and yard which provides numerous advantages over other sites away from the District office. Suite 6 is a 1,500 sq. ft. space that is sufficient for the Water Operations Dept. at this time.

Staff recommends that the Board authorize the General Manager to execute the three year lease amendment for the DSO office located in the Live Oak Plaza.

**FISCAL IMPACT:** \$2,100.00/month for the first year plus utilities and "Common Area Maintenance" escalating 1-1/2% each year thereafter.

**ATTACHMENTS:**

- Lease Amendment
- March 18, 2014 Agenda Report w/ Lease Agreement

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**

**FIRST AMENDMENT TO  
COMMERCIAL LEASE**

**THIS FIRST AMENDMENT** to Commercial Lease (the "Amendment") is made and entered into as of this \_\_\_\_ day of December, 2018 by and between GGD Oakdale, LLC, a California limited liability company ("Owner") and Oakdale Irrigation District ("Tenant").

**RECITALS**

- A. Owner and Tenant entered into that certain Lease dated April 1, 2014 (the "Lease"), with respect to certain premises located at 1275 East F Street, Suite 6, Oakdale, California (the "Leased Premises"); and
- B. Owner and Tenant desire to supplement and amend the Lease as hereinafter set forth.

**NOW, THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged by the parties, the Lease is hereby amended as follows:

**1. Capitalized Terms.** Capitalized terms which are not otherwise defined herein shall have the meanings ascribed in the Lease.

**2. Term and Possession.** Section 2 is hereby modified as follows: The Lease shall be extended for three (3) years to March 31, 2022.

**3. Minimum Monthly Rental.** Section 3: Minimum Monthly Rental shall be as follows:

April 1, 2019 – March 31, 2020:      \$2,100.00

The Minimum Monthly Rental shall be increased by one and one half percent (1.5%) annually.

**4. Integration.** The Lease, as amended hereby, constitutes the complete and entire agreement between the parties and supersedes all prior contemporaneous or written understandings or agreements.

**IN WITNESS WHEREOF**, Owner and Tenant have executed this Amendment the day and year first set forth above.

**Owner:**  
**GGD Oakdale, LLC**  
**a California limited liability company**

**Tenant:**  
**Oakdale Irrigation District**

By: \_\_\_\_\_  
Sanjiv Chopra, manager

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

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

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



## BOARD AGENDA REPORT

Date: March 18, 2014  
Item Number: 7  
APN: N/A

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION AUTHORIZING GENERAL MANAGER TO EXECUTE A NEW LEASE AGREEMENT WITH GGD OAKDALE, LLC FOR THE DSO OFFICE**

**RECOMMENDED ACTION:** Authorize General Manager to Execute New Lease Agreement

### BACKGROUND AND/OR HISTORY:

The Lease Term for the DSO office space in the Live Oak Plaza expires March 31, 2014. The property owner, GGD Oakdale, LLC, as requested OID sign a new Five (5) year lease. The Terms and Conditions basically remain the same but the monthly rate will increase by 1-1/2% annually after the first year. The present rate is \$1,950.00 per month plus "Common Area Maintenance" of \$375 per month. The rate will increase to \$2,069.66 per month for the fifth year plus the Maintenance cost.

The Water Operations Department has occupied this space since January, 2008. The Live Oak Plaza is perfectly situated adjacent to the District's main office and yard. This location has provided numerous advantages over other locations. Suite 6 is a 1,500 sq-ft space that is sufficient for the Water Operations Department.

Staff recommends that the Board authorize the General Manager to execute the new 5-Year lease agreement for the DSO office located in Live Oak Plaza.

**FISCAL IMPACT:** Annual expense is \$27,900.00 plus utilities for the first year escalating to \$29,335.92 for the fifth year.

### ATTACHMENTS:

- Lease Agreement

### Board Motion:

Motion by: Al Bairos, Jr. Second by: Jack Alpers

VOTE: Alpers (Yes/No) Bairos (Yes/No) Clark (Yes/No) Doornenbal (Yes/No) Webb (Yes/No)

Action(s) to be taken:

## COMMERICAL LEASE

**GGD OAKDALE, LLC, OWNER(S) and OAKDALE IRRIGATION DISTRICT, TENANT.**

**THIS LEASE** executed in duplicate on the **1<sup>ST</sup> day of April, 2014**, between **GGD OAKDALE, LLC** (hereinafter called Owner(s), and **Oakdale Irrigation District**, (hereinafter called Tenant), without regard to number and gender. IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. DESCRIPTION OF PREMISES.** The Owner(s) hereby leases to the Tenant, and the Tenant hereby hires from the Owner(s) on the terms and conditions hereinafter set forth, those certain premises, with the appurtenances, being a space approximately **1,500** square feet in the premises presently known as **1275 East F Street, Suite 6, Oakdale, CA 95361**.

**2. TERM.** The term of the within Lease shall be for a period of **Five (5) years**, commencing on **April 1, 2014** and ending at 12:00 p.m. on **March 31, 2019**.

**3. RENT.** The rental for said premises shall be a **minimum of \$1,950.00** per month payable in advance on or before the **first (1<sup>st</sup>)** day of each and every month of the term of this Lease. In the event rent is not paid **within 5 days** after due date, Tenant agrees to pay a late charge of **\$150.00**. Tenant further agrees to pay **\$50.00 plus bank fees** for each dishonored bank check. The late charge period is **not** a grace period, and Owner(s) is entitled to make written demand for any rent if not paid when due. **Minimum rent shall increase by one and on-half (1 ½ %) percent annually.**

(a) In addition to the payment of the minimum rent as hereinabove provided, Tenant shall pay to Owner(s) in the manner and upon the conditions and at the time hereinafter set forth, during each month of the term hereof, as additional percentage rent, a sum equivalent to the amount, if any, by which **N/A** percent (%) of the gross receipts as hereinafter defined, from all business done on and from the premises, exceeds the monthly fixed minimum rent. Said percentage rent shall become due and payable with the succeeding month's rental payment. **N/A**

(b) The term "gross receipts" means gross sales of Tenant and all licensees, concessionaires and tenant of Tenant, from all business conducted upon or from the leased premises, but not including the amount of any sales, use or gross receipts' tax imposed by any governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein, and paid by the Tenant to such governmental authority. No franchise or capital stock tax and no income or similar tax based upon income or profits as such shall be deducted from gross receipts in any event whatever. **N/A**

(c) Tenant shall maintain an accounting system which shall fully reflect the gross receipts of all sales made and services rendered and all monies received in and

Owner's Initials: \_\_\_\_\_

Lessee Initials: (\_\_\_\_\_) (\_\_\_\_\_)

about and as a result of the use of the leased premises, together with such other information as may in any way affect the determination of the percentage rental payable hereunder. Within two (2) weeks following the end of each month Tenant shall provide Owner(s) with a report of said gross receipts for the month. Owner(s) shall be allowed at reasonable times to inspect the Tenant's books of account, and to procure audits thereof by any independent public accountant designated by Owner(s). Owner(s) shall pay for any such audit unless the audit discloses that any report submitted by Tenant understated Tenant's gross sales, in which event such audit shall be at the expense of Tenant. **N/A**

All rents shall be paid to Owner(s) at **1150 9<sup>th</sup> Street Suite 1430 Modesto, CA. 95354** unless Owner(s) notifies Tenant otherwise in writing.

**4. USE.** The premises are leased to the Tenant for the exclusive purpose of administration and operation of the Oakdale Irrigation District and for no other purpose. Tenant shall not permit any newsstands, taxi stands, or any other stands or business to be operated in front of the leased premises.

**5. UTILITIES.** The Tenant shall pay for all utilities, including water, garbage, gas heat, light, power, telephone service and other service supplies to the said premises.

**6. REPAIRS.** Tenant shall, at his sole cost, keep and maintain said premises and appurtenances, whether in, on or connected with and/or furnishing services to said premises, and every part thereof, including, but not limited to, sidewalks adjacent to said premises, any store front and the interior of the premises, all mechanical equipment for purposes of heating, ventilating, air conditioning, plumbing and all fixtures presently attached or that may be attached during the term of this Lease, whether gas, electric or plumbing, in good and sanitary order, condition and repair, and replace promptly glazing broken or damaged during the tenancy hereof, hereby waiving all right to make repairs at the expense of Owner(s) as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code.

**7. ACCEPTANCE OF PREMISES "AS IS" SURRENDER AT END OF TERM.** By entry hereunder, Tenant accept the premises as being in good and sanitary order, condition and repair. Tenant agree on the last day of said term, or sooner termination of this lease, to surrender unto Owner(s) all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted, and to remove all of Tenant's signs from said premises.

**8. ALTERATIONS AND IMPROVEMENTS.** The Tenant shall not make, or suffer to be made, any alterations of said premises or any part thereof, without the

written consent of the Owner(s) first had and obtained, and any additions to, or alterations of, the said premises, except unattached movable furniture, all cabinetry and trade fixtures, shall become at once a part of the realty and belong to the Owner(s). Tenant shall keep the demised premises and the property in which the demised premises are situated, free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant.

**9. REMOVAL OF TRADE FIXTURES OF TENANT AT END OF TERM.**

That conditioned upon Tenant being in full and complete performance of all of the provisions of this Lease, Tenant may remove all unattached, movable furniture trade fixtures and store equipment installed on the demised premises by Tenant and the same shall be removed by Tenant at the expiration or termination of this Lease, or any renewal term hereof, provided that the same may be removed without damage to the building, and if damage is caused by such removal, Tenant agrees to repair such damage at his own forthwith.

**10. ASSIGNMENT OR SUBLETTING.** Tenant shall not assign neither this Lease, nor any right hereunder, nor sublet neither the premises, nor any part thereof, without the prior written consent of Owner(s). No consent to any assignment of this Lease, or any subletting of said premises shall constitute a waiver or discharge of the provisions of this paragraph, except as to the specific instance covered thereby, nor shall this Lease nor any interest therein be assignable by action or operation of law including bankruptcy, both involuntary and voluntary, and not trustee, sheriff, creditor or purchaser at any judicial sale, or any officer of any court or receiver, except if appointed as herein specifically provided, shall acquire any right under this Lease or to the possession or use of the premises or any part thereof without the proper written consent of Owner(s). Any violation of the terms of this paragraph shall at the option of Owner(s) be deemed a breach of this Lease and Owner(s) may at his option terminate this Lease for such breach. In the event Owner(s) should consent to sublet the premises, all rent and sublease rent, if any, will be paid to Owner(s) as provided for in this Lease.

**11. TAXES RESULTING FROM TENANT' PROPERTY OR IMPROVEMENTS.** Tenant shall be liable for all taxes levied against personal property and trade fixtures or improvements placed by Tenant in or about the herein-demised premises. If any such taxes on Tenant' personal property or trade fixtures or improvements are levied against the Owner(s) or Owner(s)'s property, and if Owner(s) pays the same, which Owner(s) shall have the right to do regardless of the validity of such levy, or if the assessed value of the Owner(s)'s premises is increased by the inclusion therein of a value placed upon such personal property or improvements of Tenant, and if Owner(s) pays the taxes based on such increased assessment, which the Owner(s) shall have the right to do, regardless of the validity thereof, Tenant, upon demand shall, as the case may be, repay to Owner(s) the taxes so levied against Owner(s), or the proportion of such taxes resulting from such increase in the assessment.

**12. SIGNS.** The Tenant shall not place or permit to be placed any projecting sign, marquee or awning on the front of the said premises, nor place any signs upon the

stairs, hallways, vestibules and entrance doors, where such are used in common with Owner(s) or other tenant nor upon the windows or the sidewalk adjacent to said demised premises, without the written consent of the Owner(s). It is agreed that at the time of approval by the Owner(s) and installation of the sign by Tenant that the sign and any parts thereto, excluding insert, shall become and remain a part of the real estate. The Tenant, upon request of the Owner(s), shall immediately remove any sign or decoration which the Tenant has placed or permitted to be placed in, on or about the front of the premises and which, in the opinion of the Owner(s), is objectionable or offensive, and if Tenant fails to do so, the Owner(s) may enter upon said premises and remove the same. The Owner(s) has reserved the exclusive right to the two exterior sidewalls, rear wall and roof of said premises, and the Tenant shall not place or permit to be placed upon the sidewalls, rear wall or roof, any sign, advertisement or notice without the written consent of the Owner(s). Tenant must conform to the approval of local sign/building ordinance and the costs, if any, shall be borne by the Tenant.

**13. MECHANIC'S LEIN.** If any mechanic's or other liens or order for the payment of money shall be filed against the premises or any building or improvements thereon by reason of or arising out of any labor material furnished or alleged to have been furnished or to be furnished to or for the Tenant at the premises or for or by reasons of any change, alteration or addition or the cost or expense thereof, or any contract relating thereto, Tenant shall cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Tenant, and shall also defend on behalf of Owner(s) at the Tenant's sole cost and expense, any action suit, or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and the Tenant will pay any damage and discharge any judgment.

**14. PROPERTY INSURANCE HAZARDS.** No use shall be permitted to be made of the said premises, nor acts done, which will increase the existing rate or rates of property insurance upon the building in which said premises may be located, or cause a cancellation of any property insurance policy covering said building, or any part thereof, nor shall the Tenant sell, or permit to be kept, used or sold, in or about said premises, any article which may be prohibited by the California Standard form fire insurance policy. The Tenant shall, at his sole cost and expense comply with any and all requirements pertaining to said premises, of any insurance rating organization necessary for the maintenance of reasonable property insurance rates applicable to said building and appurtenances. Tenant further agree to pay any increase in premiums for property insurance that may be charged during the term of this Lease on the amount of such property insurance which may be carried by Owner(s) on said premises or the building of which they are part, resulting from the type of merchandise sold or used by Tenant in the leased premises, whether or not Owner(s) has consented to the same. In determining whether increased premiums are the result of Tenant's use of the leased premises, a schedule issued by the insurance rating organization making the property insurance rate on the leased premises, showing the various components of such rate(s), shall be conclusive evidence of the several items and charges which make up the property insurance rate(s) of the leased premises.

For the purposes of this paragraph, the term "hazard" shall be deemed to include, but not be limited to, the commonly know perils of fire, lightning, extended coverage and vandalism and malicious mischief. The term "property" shall include building, or buildings, together with appropriate appurtenances excluding Tenant stock equipment and Tenant's improvements and betterments.

**15. WASTE. QUIET CONDUCT.** The Tenant shall not commit, or suffer to be committed, any waste upon the said premises or any public or private nuisance, or do any other act or thing which may disturb the quiet enjoyment of any other Tenant, if any there be in the building in which the demised premises may be located.

**16. PROHIBITED USES. LAW COMPLIANCE.** Tenant agree that the said Tenant' business shall be established and conducted throughout the term hereof in a first class manner and that Tenant will not use the demised premises for, or carry on or permit upon said premises, any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against public policy, nor permit any auction sale to be held or conducted in or about said premises and Tenant further agrees that the herein demised premises shall not be used or be permitted to be used in whole or in part during the said term of this Lease for any purpose or use in violation of any of the laws, ordinances, regulations or rules of any public authority at the time applicable thereto.

The Tenant shall, at his sole cost and expense, comply with all of the requirements of all public authorities now in force, or which may hereafter be in force, pertaining to said premises.

**17. ENTRY BY OWNER(S).** The Tenant shall permit the Owner(s) and his agents to enter into and upon said premises at all reasonable times and with reasonable notice for the purpose of inspecting the same or for the purpose of maintaining the building in which the said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, and with such materials as Owner(s) may deem necessary, or for the purpose of posting notices of non-liability for alterations, additions, or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "For Sale" signs, without any rebate of rent to the Tenant for any loss of occupation or quiet enjoyment of the premises thereby occasioned, and shall permit the Owner(s), at any time with ninety (90) days prior to the expiration of the Lease, to place upon said premises any usual or ordinary "To Let" or "To Lease" signs, and to allow prospective tenant or purchasers or applicants to enter and examine said premises during said last ninety (90) days, or in the event of any emergency. Tenant waives any claim to damages, including loss of business, from such entry.

**18. OWNER(S) TO BE HELD HARMLESS FROM LITIGATION.** Tenant agree that if Owner(s) is involuntarily made a party defendant to any litigation concerning this Lease or the demised premises or the premises of which the demised premises are a part by reason of any act or omission of Tenant, then Tenant shall hold

harmless the Owner(s) from all liability by reason thereof including attorneys' fees incurred by Owner(s) in such litigation and all taxable court costs, if any.

**19. HOLDING OVER.** Any holding over after the expiration of the said term, with the consent of the Owner(s), shall be construed to be tenancy from month-to-month, at a rental of **\$3,500.00** per month, payable in advance, and shall otherwise be on the terms and conditions herein specified, so far as applicable. Owner(s) and Tenant agree to negotiate a new lease at least **six (6) months** prior to the expiration date of this Lease.

**20. INSOLVENCY. RECEIVER.** Either the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or a general assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency or bankruptcy act, shall constitute a breach of this Lease by Tenant, and the Owner(s) may at his option terminate this Lease for such breach.

**21. DELAY IN DELIVERY OF POSSESSION.** If the Owner(s), for any reason whatsoever, cannot deliver possession of said premises to the Tenant at the commencement of the said term, as hereinbefore specified, this Lease shall not be void or void able, nor shall the Owner(s) be liable to the Tenant for any loss or damage resulting there from, but, in that event, there shall be a proportionate deduction of rent covering the period between the commencement of the said term and the time when the Owner(s) can deliver possession. The term of this Lease shall not be extended by such delay.

**22. NOTICES.** Any notice, demand or communications under or in connection with this Lease may be served upon Owner(s) by personal service, or by mailing the same by registered mail in the United States post office, postage thereon fully prepaid, and directed to Owner(s) at **1150 9<sup>th</sup> Street Suite 1430 Modesto, CA 95354**, and may likewise be served on Tenant by personal service or by so mailing the same addressed to Tenant at said premises, whether or not Tenant has departed from, abandoned or vacated said premises. Either Owner(s) or Tenant may change such addresses by notifying the other party in writing as to such new address as Tenant or Owner(s) may desire used and which same shall continue as the address until further written notice.

**23. TIME IS OF THE ESSENCE.** Time is hereby expressly declared to be of the essence of this Lease and all the covenants, agreements, conditions and obligations herein contained.

**24. NON-WAIVER OF BREACH.** The waiver by Owner(s) of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner(s) shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant

to pay the particular rental so accepted, regardless of Owner(s)'s knowledge of such preceding breach at the time of acceptance of such rent.

**25. EFFECT OF EXERCISE OF PRIVILEGE BY OWNER(S).** The exercise of any right or option or privilege hereunder by Owner(s) shall not exclude Owner(s) from exercising any and all other rights, privileges and options hereunder and Owner(s)'s failure to exercise any right, option or privilege hereunder shall not be deemed a waiver of said right, option or privilege nor shall it relieve Tenant from Tenant' obligation to perform each and every covenant and condition on Tenant' part to be performed hereunder nor from damages or other remedy for failure to perform or meet the obligations of this Lease.

**26. VACATING OR ABANDONMENT OF PREMISES.** The Tenant shall not vacate or abandon the premises at any time during the term, and if the Tenant shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Tenant and left on the premises shall be deemed to be abandoned, at the option of the Owner(s) except such property as may be mortgaged to the Owner(s), if any.

**27. SURRENDER OF LEASE NOT MERGER.** The voluntary or other surrender of this Lease by the Tenant, or mutual cancellation thereof, shall not work a merger, and shall, at the option of the Owner(s), terminate all or any existing sublease or sub tenancies, or may, at the option of the Owner(s), operate as an assignment to him of any or all such subleases or sub tenancies.

**28. DESTRUCTION OF PREMISES.** In the event of a partial destruction of said premises during said term, from any cause, the Owner(s) may repair the same, provided such repairs can be made within ninety (90) days under the laws and regulations of state, county or municipal authorities, and materials and labor are available for such repairs and total cost does not exceed the amount of insurance available for reconstruction, but such partial destruction shall in no way annul or void this Lease, except that the Tenant shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Tenant in said premises. If such repairs cannot be made in ninety (90) days, the Owner(s) may, at his option, make same within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided. In the event that the Owner(s) does not so elect to make such repairs which cannot be made in ninety (90) days, or such repairs cannot be made under such laws and regulations or materials and labor are not available for such repairs within such time, or cost to replace improvements exceeds the amount of insurance available for reconstruction, this Lease may be terminated at the option of either party.

In respect to any partial destruction which Owner(s) is obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Section 1932,



Subdivision 2, and of Section 1933, Subdivision 4 of the Civil Code of the State of California are waived by the Tenant.

In the event that the building in which the demised premises may be situated is destroyed to the extent of more than the amount of insurance available for reconstruction or 33-1/3% of the replacement cost thereof, the Owner(s) may elect to terminate this Lease. A total destruction of the building in which the said premises may be situated shall terminate this lease.

**29. CONDEMNATION.** If any part of the demised premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the rent payable hereunder shall be adjusted so that the Tenant shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after condemnation bears to the value of the entire premises at the date of the condemnation; but in such event Owner(s) shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemner. If all of the demised premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. If a part of all of the demised premises to be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the Owner(s) and Tenant shall have no claim thereto, and the Tenant hereby irrevocably assigns and transfers to the Owner(s) any right to compensation or damages to which Tenant may become entitled during the term hereunder by reason of the condemnation of all or a part of the demised premises.

**30. REMEDIES OF OWNER(S) OR DEFAULT.** This Lease is made upon the express condition that if default be made in the payment of the rent reserved, or any part thereof, or if Tenant fails or neglects to perform, meet or observe any of Tenant's obligations hereunder or if Tenant shall abandon or vacate said premises, Owner(s) or the legal representative of Owner(s) at any time thereafter without notice or demand, may lawfully declare said term ended, and re-enter said demised premises or any part thereof, either with or without process of law, and expel, remove and put out Tenant or any person or persons occupying said premises, and may remove all personal property there from, and store the same in a public warehouse at the cost of and on account of Tenant, using such force as may be necessary to again repossess and enjoy said premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. Owner(s) may likewise at Owner(s)' option, but at the cost of Tenant, and in addition to any other remedies which Owner(s) may have upon such default of failure or neglect and without notice to Tenant, petition the Superior Court of the State of California for and be entitled as a matter of right to the appointment of a receiver and said Court may appoint such receiver and vest in him such powers and authority as may be necessary or proper to fully protect all rights herein granted or reserved to Owner(s). Any such receiver may take possession of any personal property belonging to the Tenant and

used in the conduct of the business then being carried on by the Tenant in the said premises, and may use the same in conducting such business on the premises, without compensation to the Tenant.

Should Owner(s) elect to re-enter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice provided for by law, he may in addition to any other remedies Owner(s) may have upon such default, failure or neglect, either terminate this Lease or he may from time to time, without terminating this Lease, re-let said premises or any part hereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Owner(s) in his sole discretion may deem advisable with the right to make alterations and repairs to said premises. Rentals received by Owner(s) from such re-letting shall be applied; first, to the payment of an indebtedness, other than rent, due hereunder from Tenant to Owner(s); second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such re-letting including commissions; fourth, to the payment of future rent as the same may become due and payable hereunder. Should such rentals received from such re-letting during any month be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Owner(s). Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Owner(s) shall be construed as an election on his part to terminate this Lease unless a written notice of such intention is given to Tenant or unless a court of competent jurisdiction thereafter decrees the termination. Notwithstanding any such re-letting with termination, Owner(s) may at any time thereafter elect to terminate this Lease for such previous breach. Should Owner(s) at any time terminate this Lease for any breach, in addition to any other remedy he may have, he may recover from Tenant all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the state term, all of which amounts shall be immediately due and payable from Tenant.

No notice of the exercise of any election Owner(s) herein need be given.

**31. ATTORNEYS' FEES.** Should any litigation be commenced between the parties of this Lease concerning said premises, this Lease, or the rights and duties of either in relation thereto, the party, lessor or lessee, prevailing in such litigation, whether or not the litigation proceeds to judgment, shall be entitled, in addition to such other relief as may be granted in the litigation, to a sum as and for his attorneys' fees.

**32. HOLD HARMLESS CLAUSE AND PUBLIC LIABILITY INSURANCE.** This Lease is made upon the express condition that Owner(s) is to be free from all liability and claim for damages by reasons of any injury to any person or persons, including Tenant, from any cause or causes whatsoever while in, upon, or in any way connected with the said demised premises or the sidewalks or common area adjacent thereto during the term of this Lease or any extension hereof or any occupancy hereunder, Tenant hereby covenanting and agreeing to indemnify and save harmless

Owner(s) from all liability, loss, cost and obligations on account or arising out of any such injuries or losses however occurring, except for liability claims resulting from negligence of the Owner(s) or Owner(s)'s agent. With respect to the foregoing, Tenant further agrees to purchase and keep in force during the life hereof at Tenant' expense, a policy of public liability and property damage liability insurance in a company or companies acceptable to Owner(s), to protect against any legal liability, personal or property, to the public incident to the use of or resulting from any accident occurring in or about said premises, in an amount of **not less than \$1,000,000.00** for injury to any one person or persons as the result of any one occurrence; and for property damage liability as the result of any one occurrence, the limit shall be **not less than \$200,000.00**. Said policy of insurance shall name Owner(s) as additional insured(s) and shall provide **thirty (30) days** advance written notice of any material change or cancellation by company thereof. Additional insureds shall be named as **GGD Oakdale, LLC**. Tenant agrees to provide a Certificate of Insurance to Owner(s) attesting to all the foregoing, and Tenant further agrees that if Tenant fails to keep such liability insurance in full force and effect, the Owner(s) may purchase the necessary insurance, and repayment therefore shall be deemed to be a part of the rental and payable as such on the next day upon which rent becomes due.

**33. STREET, SIDEWALKS, WALKWAYS AND ENTRANCES.** No space attached or appurtenant to or connected with the demised premises lying in, upon or under any public street or highway or any other public or quasi-public property is included in this demise and the Owner(s) shall not be liable for, nor shall this Lease be affected by any interference with or taking of the whole or any part thereof, nor shall there be any abatement of rent due to any such taking or interference. Tenant shall not use or permit any use of the sidewalk, walkways on the demised premises, or street in front of, or entrances to, or exits from, or vestibules in said premises, except for ordinary and usual ingress and egress to and from said premises. Owner(s) may, at Owner(s)'s discretion, specify where Tenant and Tenant' employees shall park within the confines of the shopping center if space is available.

**34. SUBORDINATION.** Tenant agrees at any time or from time to time upon request of Owner(s) to execute and deliver any instruments necessary to cause this Lease to be subordinate to any mortgage, deed of trust or other instrument of security now, which in the future may be or which is about to be placed on said premises and Tenant hereby appoints Owner(s) as Tenant' attorney-in-fact, irrevocably, to execute and deliver any such instruments.

**35. BINDING ON SUCCESSORS.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

**36. CAPTIONS.** The titles or heading to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.

**37. BONUS CLAUSE.** Concurrently herewith Tenant shall pay to Owner(s) the sum of **\$0** as additional consideration for the execution of this Lease. Owner(s) agree that if Tenant faithfully performs all of the terms of this Lease on his part to be performed said sum shall be applied on account of payment of rent for the last **one (1)** month of the term herein specified. **(Item 37 Not Applicable)**

**38. MERCHANTS' ASSOCIATION MEMBERSHIP.** Tenant agrees to become a member, participate fully in, and remain in good standing in the Merchants' Association and abide by the articles, by-laws, rules and regulations of the Merchants' Association. Tenant agrees to pay **N/A** per month amount billed to the Merchants' Association or Lessor-Owner; whichever is greater, for promotion of the center, Christmas decorations, etc. **(Item 38 Not Applicable)**

**39. TAXES.** Tenant agrees to pay Owner(s), at the time or times when the same shall become due or payable on December 1<sup>st</sup> and March 1<sup>st</sup>, the portion of any taxes or assessments on the land and building in which the premises are located including all licenses, fees, levies, bonds or similar charges levied on Owner(s) arising out of ownership or operation of the premises. The portion of any such tax to be paid by the Tenant shall be their pro rata share of the total bill of said aforementioned tax for the building in which Tenant occupies.

**40. COST OF COMMON AREAS.** In addition to the rental otherwise stipulated to be paid, Tenant agrees to pay Owner(s) a monthly charge of **twenty five (.25) cents** per square foot which shall equate to **\$375.00 per month**. The foregoing rate per square foot may be adjusted by Owner(s) at the end of any calendar year on the basis of Owner(s)' experience and reasonably anticipated costs of maintenance, upkeep, repair, insuring, sweeping, cleaning, landscaping, accounting, reserves, taxes and any other costs attributable to the common area of the entire shopping center.

**41. HAZARDOUS MATERIALS.** Tenant will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Tenant' business, and are in compliance with all environmental laws. Hazardous substances mean any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Tenant will be responsible for the cost of removal of any toxic contamination caused by Tenant's use of the premises.

**42. USE OF NAME.** Tenant agrees, on termination of this Lease (or of any succeeding lease to the Owners' premises) and/or his removal from the premises of Owner(s), to refrain from the use of the trade name **Live Oak Plaza** in any way in connection with his business, within the State of California.

**43. STAFF AND HOURS OF OPERATION.** Tenant agrees to keep the premises adequately staffed by competent personnel and to keep the premises open for business in conformance with the best practice of like businesses in the community.

**44. INSURANCE.** Tenant agrees to pay Owner(s), at the time or times when the same shall become due and payable, a portion of insurance premiums on the land and buildings in which the premises are located. Said payment shall cover property insurance for fire, extended coverage, vandalism and malicious mischief and public liability and loss of income and for any other coverage which may be placed on the property. The portion of any such premium to be paid by Tenant shall be a percentage of the total and shall become due and payable with the rent for the following month.

In the event the increase in insurance rates is due to an increased hazard or liability by reason of the Tenant's occupancy, or by any reason attributable to the Tenant herein, the entire increase shall be paid by the Tenant as provided in Paragraph 14 above.

**45. EARTHQUAKE INSURANCE.** Owner(s) may, at their election, procure earthquake insurance for the building of which the demised premises forms a part, and if so obtained, Tenant shall pay its pro-rata share of such premiums to Owner(s) based on the fraction that the total floor square feet in the demised premises bears to the total floor square feet in the building. However, if the Owner(s) chooses not to procure earthquake insurance, Owner(s) shall not be responsible for any earthquake damage to the demised premises. In the event of any earthquake damage, Owner(s) shall advise Tenant within twenty (20) days after the date of such damage whether they plan to make repairs. If Owner(s) so notifies Tenant, the rent shall abate during the period of making such repairs and Owner(s) shall complete its repairs within a reasonable period of time. If Owner(s) do not so advise Tenant, Tenant shall have the option of either proceeding to repair or rebuild the demised premises (but not the remaining portion of the building) or terminating the Lease. Tenant shall exercise its option within forty (40) days after the date of such damage.

**46. RIGHT OF OFFSET.** The parties hereto agree that rent and any other monetary amounts, required to be paid by Tenant to Owner(s) shall not be subject to the right of offset by Tenant by reason of claims that may be made by Tenant against Owner(s).

**47. PAYMENT OF ADDITIONAL RENT.** As to monetary items required to be paid by Tenant hereunder for which there is no specific date specified for payment (such as real property taxes and insurance), Tenant agrees to pay the same within ten (10) days after its receipt of Owner's invoice. Tenant acknowledges that late payment by Tenant to Owner(s) of such sums due will cause Owner(s) to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Owner(s) by the terms of any mortgage or trust deed covering the demised premises. Accordingly, if any such payment is not received by Owner(s) when it is due, then without any requirement for notice to Tenant, Tenant shall pay to Owner(s) a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge represents a

fair and reasonable estimate of the costs Owner(s) will incur by reason of late payment by Tenant.

**48. ACKNOWLEDGEMENT.** Tenant acknowledges that this is a triple net lease and anything herein to the contrary notwithstanding. Tenant shall be responsible for all costs and to hold Owner(s) harmless therefrom to the extent that costs are borne by tenant in the normal course of triple net lease provisions applicable to commercial shopping center triple net leases.

**49. HEAT AND AIR CONDITIONING SERVICE.** Tenant agrees to obtain, or allow the Owner(s) to obtain a maintenance agreement for annual servicing of the heat and air conditioning system. Tenant shall be solely responsible for the cost of said maintenance agreement and any additional servicing and replacement thereof.

**50. AUTHORITY OF PARTIES.**

(A) Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with duly adopted resolution of the Board of Directors of said corporation, a copy of which shall be attached hereto, in accordance with its terms.

(B) Joint Obligation. If there is more than one Tenant, the obligations hereunder imposed shall be joint and several.

**51. PARTIAL INVALIDITY.** Any provisions of this Lease which shall prove to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

**52. CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**53. SALE OF PREMISES BY OWNER(S).** In the event of any sale of the premises by Owner(s), Owner(s) shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants or omission, occurring after the consummation of such sale and the purchaser at such sale or any subsequent sale of the premises shall be deemed, without any further agreement between the parties or their successors in interest, or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Owner(s) under this Lease.

**54. TENANT IMPROVEMENTS.** All tenant improvements shall be completed by the Tenant and shall be at Tenant's expense. All such improvements must be approved, in advance by Owner(s) and shall be completed in accordance with local, state and/or federal building code requirements.

**55. FINANCIAL STATEMENTS.** Tenant shall provide, for Owner(s) review and approval, profit and loss statements on Tenant's business and credit reports on each individual involved in the business.

**56. LANDLORD'S RIGHT TO RELOCATE PREMISES.** Landlord shall have the right at any time to require Tenant to surrender the Premises and accept substitute premises (the "**New Premises**") in the Shopping Center, provided the following conditions are met:

(a) The New Premises shall be comparable in size, configuration, utility and location to the Premises.

(b) Landlord will, at Landlord's sole cost and expense, prepare the New Premises to as nearly the same condition as the Premises as is practical under the circumstances including using Tenant's existing trade fixtures.

(c) Landlord will pay all reasonable moving, telephone installation and stationery reprinting costs actually paid for by Tenant in connection with such relocation.

(d) Landlord will give Tenant not less than thirty (30) days' notice of Landlord's intention to exercise its rights under this Article. Tenant agrees to cooperate with Landlord in finding the New Premises which are reasonably acceptable to Tenant and in planning improvements, if any, required to the New Premises.

**57. ENTIRE AGREEMENT.** This instrument and any exhibits hereto contain the entire agreement between the parties with respect to the transaction contemplated hereby and the parties acknowledge that no oral or written representations nor warranties have been made except as expressly contained herein. Furthermore, it is understood by both Owner(s) and Tenant, that no representations, either written or oral, other than those identified within this paragraph, shall be considered a part of this Lease. Said representations, if any, are as follows:

Exhibit "A" Rental Schedule, Option to Renew

Exhibit "B" Work of Improvements

\*Signature Page on Next Page

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

**Owner(s): GGD OAKDALE, LLC**

By: \_\_\_\_\_  
Sanjiv Chopra, Manager

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

**Tenants: OAKDALE IRRIGATION  
DISTRICT**

By: \_\_\_\_\_  
Steve Knell, General Manager

Owner's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_



## EXHIBIT "A"

**1. RENT:** Tenant shall pay to Owner(s) as and for rent for the premises as follows:

- A. For months 1 through 12 inclusive, **\$1,950.00** per month (excludes CAM charges).
- B. For months 13 through 24 inclusive, **\$1,979.25** per month (excludes CAM charges).
- C. For months 25 through 36 inclusive, **\$2,008.94** per month (excludes CAM charges).
- D. For months 37 through 48 inclusive, **\$2,039.07** per month (excludes CAM charges).
- E. For months 49 through 60 inclusive, **\$2,069.66** per month (excludes CAM charges).
- F. Rent is due and payable in advance on the first day of each month, and is payable without demand or offset. Payment is deemed made when negotiable funds are received by Owner(s) at the address Owner(s) designates in writing to Tenant.

**2. OPTION TO RENEW.** Provided that Tenant is not in default in the performance of this Lease, Tenant will have the option to renew the Lease for an additional term of **5 Years (60 months)** therefore commencing at the expiration of the initial Lease term. All the terms and conditions of the Lease will apply during the renewal term, however CAM may increase.  
The option will be exercised by written notice from Tenant given to Owners not less than 6 months prior to the expiration of the initial Lease term. **If notice is not given within the time specified, this Option will expire.**

**3. SECURITY DEPOSIT,** A security deposit in the amount of **N/A** has been given from Tenant to Landlord. The security deposit will secure the performance of the Tenant's obligations. Owner(s) may, but will not be obligated to, apply all or portions of the deposit on account of Tenant's obligations. Any balance remaining upon termination will be returned to Tenant. Tenant **will not** have the right to apply the security deposit in payment of the last month's rent.

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

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

Owner(s): **GGD OAKDALE, LLC**

Tenants: **OAKDALE IRRIGATION DISTRICT**

By: \_\_\_\_\_  
Sanjiv Chopra

By: \_\_\_\_\_  
Steve Knell, General Manager

Owner's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

**EXHIBIT "B"**  
**WORK OF IMPROVEMENTS**  
**PREMISES ACCEPTED IN "AS IS" CONDITION**

Upon Delivery Tenant accepts the Premises in an "as is" condition and shall be responsible for the performance and cost of any improvements, which shall be done in a workmanlike manner by a licensed, bonded contractor satisfactory to Owner(s). Owner(s) must first approve all improvements.

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

**Owner(s): GGD OAKDALE, LLC**

By: \_\_\_\_\_  
Sanjiv Chopra, Manager

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

**Tenants: Oakdale Irrigation District**

By: \_\_\_\_\_  
Steve Knell, General Manager

Owner's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

# BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 12  
APN: N/A

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**SUBJECT: APPROVE AMENDMENT NO. 13 TO PROFESSIONAL SERVICES AGREEMENT 2008-PSA-007 WITH BOUTIN JONES, INC. FOR REVISED RATE SCHEDULE**

---

**RECOMMENDED ACTION:** Authorize General Manager to Execute Amendment No. 13 to Professional Services Agreement 2008-PSA-007 with Boutin Jones, Inc. for Revised Rate Schedule

---

**BACKGROUND AND/OR HISTORY:**

The District has a Professional Services Agreement (PSA) with Boutin Jones, Inc. whom provide legal services for the District. The Exhibit "B" Rate Schedule to the PSA has been revised and is attached for the Board's review along with a rate schedule summary. Rates will be effective January 1, 2019.

Staff recommends that the Board approve Amendment No. 13, effective January 1, 2019 and authorize the General Manager to execute Amendment No. 13 to amend Professional Services Agreement 2008-PSA-007.

**FISCAL IMPACT:** Unknown at this time

**ATTACHMENTS:**

- Contract Amendment No. 13 with Revised Exhibit "B"
  - Rate Schedule Summary
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**



**OAKDALE IRRIGATION DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
2008-PSA-007, AMENDMENT NO. 13**

**WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT**, made this 1<sup>st</sup> day of January, 2019, 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 to include additions, deletions and rate changes that are reflected in the revised rate schedule identified as **Exhibit "B" Revised** attached hereto.

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: Julia L. Jenness  
Title: Shareholder

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

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

# Exhibit "B" Revised

## BOUTIN JONES INC.

### Shareholders

	2019
Bashar Ahmad	390
Stephen F. Boutin	450
Stacey K. Brennan	425
Jarrod Burch	415
Michael H. Chase	430
Jon E. Christianson	450
Michael "Tod" Fogarty	450
Mark A. Gorton	425
Douglas M. Hodell	595
Julia L. Jencas	490
Jeffrey R. Jones	550
Michael J. Kuzmich	425
James L. Leet	555
Kelley M. Lincoln	425
L. Stuart List	490
Kim Lucia	390
Jim McNairy	425
Dennis Michaels	450
Iain Mickle	515
James R. Moore	475
Thomas G. Mousca	425
Edin Q. Riley	420
Rubert R. Rubin	620
Kent W. Silvester	495
Daniel S. Struder	415
Robert D. Swanson	490
Brian Taylor	435
Bruce M. Timm	430

### Associates

Andrew Bozant	285
Ashley Connell	325
Errol Davis	360
Andrew Ducart	325
Elizabeth Key	245
Rimile Khoury	260
Eric Miller	375
Mollie Murphy	280
Lissa Oshei	295
Rabia Reed	260
Peter Sitchuk	340
Tanya Syed	325
Kate Wilcox	360
Ted Wolter	260

### Of Counsel

Andrea Bacchi	350
Brian P. Bowen	375
Penny R. Brown	325
Michael Cross	375
Kevin Davis	375
Donna L. Courville	390
Tammy McLean	405
Gregory R. Philipp	375

### Paralegals

Sarina A. Asgur	225
Cheri M. Blethen	225
Elizabeth D. Pullen	245
Charlotte E. Sillgo	225
Sheri S. Struckey	225

### Law Clerks

240

### Assistants

Rhonda Fisher	225
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**BOUTIN JONES, INC.**  
**RATE SCHEDULE - REVISED FOR 2019**

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2019</b>	<b>Avg. Increase</b>
<b><u>Shareholders</u></b>						
Bashar Ahmad	\$ 250.00	\$ 275.00	\$ 310.00	\$ 325.00	\$ 390.00	5.00
Stephen F. Boutin	\$ 400.00	\$ 400.00	\$ 425.00	\$ 435.00	\$ 450.00	3.16
Stacey K. Brennan	\$ 300.00	\$ 350.00	\$ 365.00	\$ 375.00	\$ 425.00	3.33
Jarrold Burch					\$ 415.00	
Michael E. Chase	\$ 360.00	\$ 375.00	\$ 385.00	\$ 395.00	\$ 430.00	2.21
Jon E. Christianson	\$ -	\$ -	\$ -	\$ 400.00	\$ 450.00	3.12
Michael "Tod" Fogarty	\$ 390.00	\$ 390.00	\$ 400.00	\$ 425.00	\$ 450.00	1.47
Mark A. Gorton	\$ 390.00	\$ 390.00	\$ 400.00	\$ 410.00	\$ 425.00	0.91
Douglas M. Hodell	\$ 450.00	\$ 495.00	\$ 525.00	\$ 540.00	\$ 595.00	2.54
Julia L. Jenness	\$ 400.00	\$ 425.00	\$ 425.00	\$ 450.00	\$ 490.00	2.22
Jeffrey R. Jones	\$ 425.00	\$ 425.00	\$ 475.00	\$ 495.00	\$ 550.00	2.77
Michael J. Kuzmich	\$ 335.00	\$ 350.00	\$ 365.00	\$ 375.00	\$ 425.00	3.33
James L. Leet	\$ 425.00	\$ 450.00	\$ 475.00	\$ 490.00	\$ 555.00	3.31
Kelley M. Lincoln	\$ 315.00	\$ 325.00	\$ 350.00	\$ 365.00	\$ 425.00	4.10
L. Stuart List	\$ 425.00	\$ 425.00	\$ 450.00	\$ 460.00	\$ 490.00	1.63
Kim Lucia					\$ 390.00	
Jim McNairy					\$ 425.00	
Dennis Michaels	\$ 350.00	\$ 375.00	\$ 385.00	\$ 395.00	\$ 450.00	3.48
Iain Mickle	\$ 425.00	\$ 450.00	\$ 475.00	\$ 490.00	\$ 515.00	1.27
James R. Moore	\$ 400.00	\$ 425.00	\$ 435.00	\$ 445.00	\$ 475.00	1.68
Thomas G. Mouzcs	\$ 375.00	\$ 390.00	\$ 400.00	\$ 410.00	\$ 425.00	0.91
Erin Q. Riley	\$ 310.00	\$ 325.00	\$ 350.00	\$ 365.00	\$ 420.00	3.76
Robert R. Rubin	\$ -	\$ -	\$ 570.00	\$ 585.00	\$ 620.00	1.49
Kent W. Silvester	\$ 425.00	\$ 425.00	\$ 450.00	\$ 460.00	\$ 495.00	1.90
Daniel S. Stouder	\$ 300.00	\$ 325.00	\$ 350.00	\$ 365.00	\$ 415.00	3.42
Robert D. Swanson	\$ 400.00	\$ 425.00	\$ 435.00	\$ 445.00	\$ 490.00	2.52
Brian Taylor	\$ -	\$ -	\$ 425.00	\$ 375.00	\$ 435.00	4.00
Bruce M. Timm	\$ 310.00	\$ 350.00	\$ 350.00	\$ 365.00	\$ 430.00	4.45
<b><u>Associates</u></b>						
Andrew Bozant					\$ 295.00	
Ashley Connell					\$ 325.00	
Errol DAVIS					\$ 360.00	
Andrew Ducart					\$ 325.00	
Elizabeth Key					\$ 245.00	
Emile Khoury					\$ 260.00	
Eric Miller					\$ 375.00	
Mollie Murphy					\$ 260.00	
Lissa Oshei					\$ 295.00	
Rabia Reed					\$ 260.00	
Peter Silchuk					\$ 340.00	
Tanya Syed					\$ 325.00	
Kate Wilcox	\$ -	\$ -	\$ 265.00	\$ 285.00	\$ 360.00	6.57

**BOUTIN JONES, INC.**  
**RATE SCHEDULE - REVISED FOR 2019**

	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2019</b>	<b>Avg. Increase</b>
Ted Wolter					\$ 260.00	
<b><u>Of Counsels</u></b>						
Andrea Bacchi	\$ 310.00	\$ 325.00	\$ 325.00	\$ 335.00	\$ 350.00	1.86
Brian P. Bowen					\$ 375.00	
Penny R. Brown	\$ 270.00	\$ 275.00	\$ 290.00	\$ 300.00	\$ 325.00	2.08
Michael Cross					\$ 375.00	
Kevin Davis					\$ 375.00	
Donna L. Courville	\$ 310.00	\$ 325.00	\$ 340.00	\$ 350.00	\$ 390.00	2.85
Tammy McLeon					\$ 405.00	
Gregory R Phillip					\$ 375.00	
<b><u>Paralegals</u></b>						
Samina A. Asgur	\$ -	\$ -	\$ 225.00	\$ 225.00	\$ 225.00	
Cheri M. Blethen	\$ -	\$ -	\$ 225.00	\$ 225.00	\$ 225.00	
Elizabeth D. Pullen	\$ 225.00	\$ 225.00	\$ 235.00	\$ 235.00	\$ 245.00	1.06
Charlotte E. Siligo	\$ 175.00	\$ 175.00	\$ 185.00	\$ 200.00	\$ 225.00	3.12
Sheri S. Stuckey	\$ 225.00	\$ 200.00	\$ 225.00	\$ 225.00	\$ 225.00	
<b><u>Law Clerks</u></b>						
	\$ 175.00	\$ 175.00	\$ 200.00	\$ 200.00	\$ 240.00	5.00
<b><u>Assistants</u></b>						
Ronda Fisher	\$ -	\$ -	\$ 175.00	\$ 185.00	\$ 225.00	<u>5.40</u>
			Avg. Increase over 4 years			2.90

# BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 13  
APN: N/A

---

**SUBJECT: APPROVE WORK RELEASE NO. 087 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO PROVIDE SURVEYING SERVICES AND PLAT AND LEGAL DESCRIPTIONS FOR THE KEARNEY LATERAL THROUGH APN: 010-040-006**

---

**RECOMMENDED ACTION:** Approve Work Release No. 087 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Provide Surveying Services and Plat and Legal Descriptions for the Kearney Lateral Through APN: 010-040-006 and Authorize General Manager to Execute

---

**BACKGROUND AND/OR HISTORY:**

Work Release No. 087 will allow Giuliani & Kull to perform the necessary research and provide the necessary resources for the calculations and drafting to establish critical boundary points along subject properties and prepare a plat and legal description for use as an exhibit in an OID easement document. The plat and legal description is for a new easement of a total width of 60' for the Kearney Lateral through the above referenced parcel.

Giuliani & Kull will perform said professional services on a Time and Material basis for an estimated amount of \$3,000.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 087 for professional services as described above.

**FISCAL IMPACT:** Estimated Amount \$3,000.00

**ATTACHMENTS:**

- Work Release No. 087 including Exhibit "A"
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**





**Work Release #087**

**Kearney Lateral Easement – Plat and Legal  
Descriptions & Surveying Services  
APN: 010-040-006**

**Description**

The Oakdale Irrigation District (OID) requires Giuliani & Kull to perform the necessary research and provide the necessary resources for the calculations and drafting to establish critical boundary points along subject property and prepare a plat and legal description for use as exhibits in an OID easement document. The plat and legal description is for a new easement of a total width of 60' for the Kearney Lateral through the above referenced parcel. See the attached Exhibit "A" for details, inclusions and exclusions.

**Pricing & Schedule**

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

<b>Boundary &amp; Easement Route Survey</b>	<b>\$1,500.00</b>
<b>Easement Legal Description and Plat</b>	<b><u>\$1,500.00</u></b>
<b>Estimated Total:</b>	<b>\$3,000.00</b>

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

**Terms and Conditions:**

All Terms and Conditions for Work Release No. 087 will remain in effect as identified in the Professional **Services Agreement 2009-PSA-015**.

**Oakdale Irrigation District**

**Giuliani & Kull, Inc.**

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

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

Name: Steve Knell, P.E.

Name: Bill Kull

Title: General Manager

Title: President

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

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

Exhibit "A"



January 8, 2019

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

Subject: Proposal for Surveying Services  
New 60' Kearney Lateral Easement - APN 010-040-006

Dear Mr. King:

We are pleased to offer the attached estimate for surveying services associated with preparing legals and plats for creating a new 60' easement for the Kearney Lateral upon APN 010-040-006. The new easement will begin at the previously created 60' Kearney Lateral Easement abutting Warnerville Road. The easement course will run northwesterly from said point, along the existing open ditch, then turn westerly and terminate at the west property line of said APN 010-040-006. A scope of services is attached for your review.

We look forward to working with you on this project.

Sincerely,

**GIULIANI & KULL, INC.**

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

## **AGREEMENT**

### **ESTIMATE FOR SURVEYING SERVICES**

#### **SITE**

O.I.D. Kearney Lateral

- APN 010-040-006

#### **CLIENT**

Oakdale Irrigation District

Contact: Chase King

1205 E. F Street

Oakdale, CA 95361

(209) 847-0341

#### **CONSULTANT**

Giuliani & Kull, Inc.

440 S. Yosemite Avenue, Suite A

Oakdale, CA 95361

(209) 847-8726

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

## **SCOPE OF SERVICES**

The following scope of services is offered for preparing plats and legal descriptions for the purpose of acquiring a new district easement lying within and through Stanislaus County APN 010-040-006.

### **TASK 1 – Boundary and Easement Route Survey**

Consultant will perform the necessary research, calculations, fieldwork, and drafting to establish critical boundary points along subject property. A topographic route survey will be performed along the proposed easement alignment and tied to critical boundary points. Portions of the new easement which do not follow the existing open ditch shall be marked by O.I.D. prior to field survey.

### **TASK 2 – Easement Legal Description and Plat**

Consultant will import and analyze field collected survey data and prepare legals and plats for creating a new 60' easement for the Kearney Lateral upon APN 010-040-006. The new easement will begin at the previously created 60' Kearney Lateral Easement abutting Warnerville Road. The easement course will run northwesterly from said point, along the existing open ditch, then turn westerly and terminate at the west property line of said APN 010-040-006. Legals and plats will be prepared and provided for inclusion in O.I.D. easement documents.

## **SERVICES NOT INCLUDED**

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

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

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

#### CLIENT PROVIDED DATA

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

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

#### COST OF SERVICES

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

<b>TASK 1 – Boundary and Easement Route Survey</b>	<b>\$1,500.00</b>
<b>TASK 2 – Easement Legal Description and Plat</b>	<b><u>\$1,500.00</u></b>
<b>TOTAL</b>	<b>\$3,000.00</b>

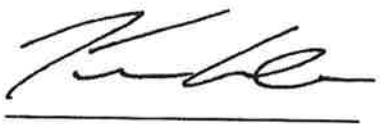
#### TERMS

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

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

Respectfully submitted,

Accepted,



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

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

# BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 14  
APN: 010-018-078

---

**SUBJECT: APPROVE REQUEST FOR NEW CONNECTION OF SUBSTANDARD PARCEL  
(APN: 010-018-078 – DEBORAH BANKE)**

---

**RECOMMENDED ACTION:** Approve Request for New Connection of Substandard Parcel  
(APN: 010-018-078 – Deborah Banke)

---

**BACKGROUND AND/OR HISTORY:**

The parcel noted above was created as the result of a parcel split and the landowner has applied for a New Parcel Connection. The parcel is 8.3 acres respectively and, given the parcel is less than ten (10) acres in size, it is considered a substandard parcel according to Oakdale Irrigation District (OID) policy. As such, Board of Directors (Board) approval is required to connect. Pending approval of the request, the landowner plans to irrigate the parcel noted above as well as APN 010-018-077 with one irrigation system utilizing an existing turnout on the Spalding Pipeline. As such, a Deferred Conditions of Approval Agreement will also be required and brought before the Board as a separate action item. The proposed substandard new connection has been reviewed by Water Operations Department staff and, as it is not anticipated to negatively impact OID operations, staff recommends approval of the owner's request for new connection of the substandard parcel.

**FISCAL IMPACT:** A deposit has been collected to cover all District costs.

**ATTACHMENTS:**

- Parcel Site Map

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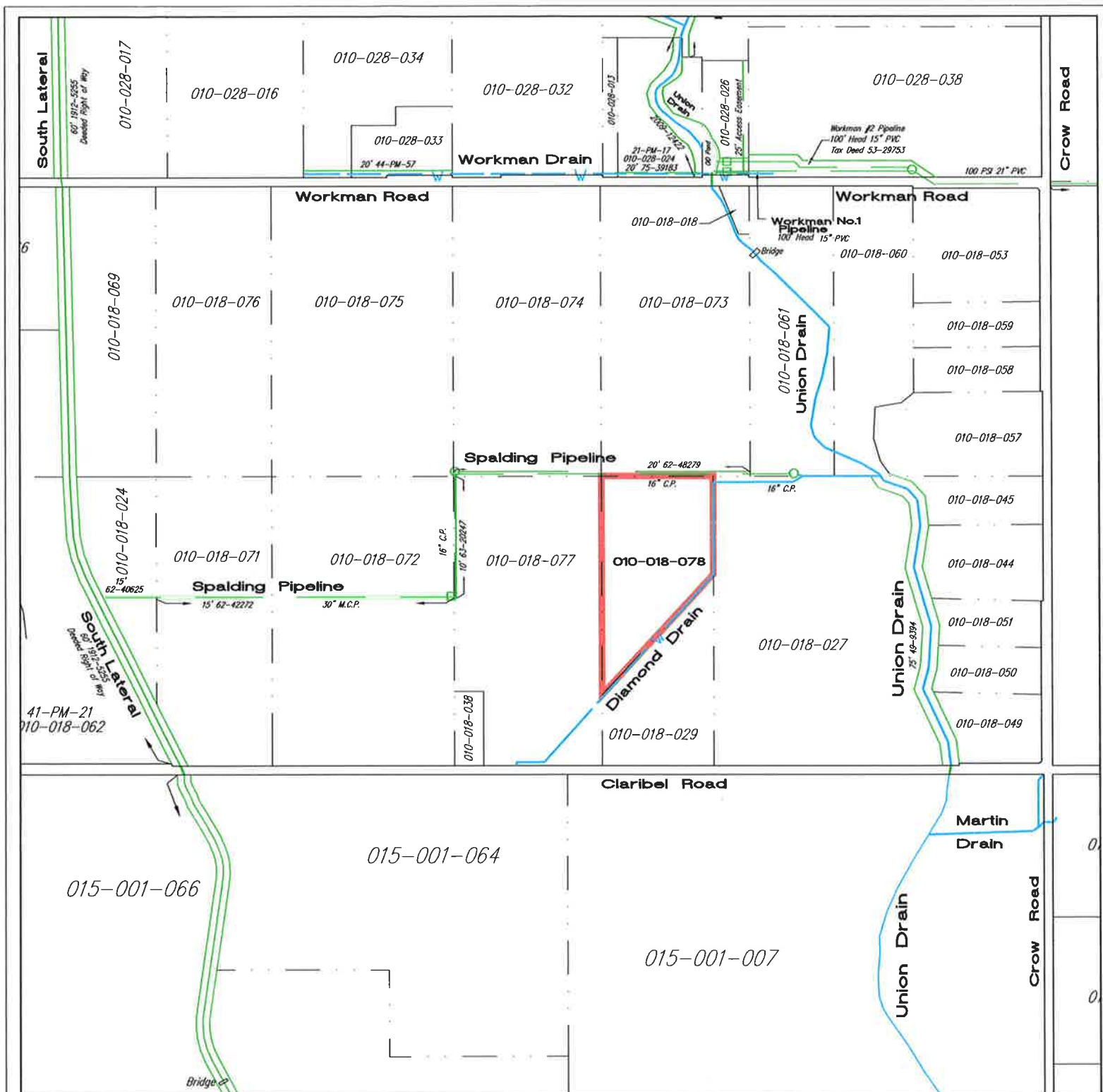
**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**



OAKDALE IRRIGATION DISTRICT  
1205 EAST F STREET  
OAKDALE CALIFORNIA 95361

PARCEL SITE MAP  
APN: 010-018-078



**OID**  
OAKDALE IRRIGATION DISTRICT



DATE: JAN. 2, 2019  
DRAWN BY: CMK  
CHECKED BY: ECT

DEBORAH BANKE

NOT TO SCALE  
SHEET 1 of 1

## BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 15  
APN: 010-018-077/078

---

**SUBJECT: APPROVE DEFERRED CONDITIONS OF APPROVAL AGREEMENT  
(APNS: 010-018-077/078 – DEBORAH BANKE)**

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**RECOMMENDED ACTION:** Approve Deferred Conditions of Approval Agreement  
(APNS: 010-018-077/078 – Deborah Banke)

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**BACKGROUND AND/OR HISTORY:**

The parcels noted above were created as a result of a parcel split. As part of OID's Subdivision Parcel Map Policy, independent irrigation and drainage is required for each individual parcel. The landowner has requested that OID allow her to continue to irrigate the parcels as she historically has, which is without independent irrigation and drainage, until such a time as any of the parcels noted above are sold or a change in land use occurs. OID staff has developed and recommends approval of the attached Deferred Conditions of Approval Agreement.

**FISCAL IMPACT:** Staff time for document preparation.

**ATTACHMENTS:**

- Deferred Conditions of Approval Agreement
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE**

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

**Action(s) to be taken:**



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT  
1205 East F Street  
Oakdale, CA 95361

APNs: 010-018-077/078

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**DEFERRED CONDITIONS OF APPROVAL AGREEMENT  
BETWEEN DEBORAH BANKE  
AND OAKDALE IRRIGATION DISTRICT**

The parcels noted above were created as the result of a parcel split. The landowner of the parcels noted above will continue to farm the parcels as one property and have no intention of selling the parcels or changing the current land use. The landowner has requested that they be permitted to continue irrigating APNs: 010-018-077/078 as they historically have, which is without an independent irrigation system, until any of the parcels noted above change ownership or land use. On January 15, 2019, the Oakdale Irrigation District (DISTRICT) Board of Directors approved this Deferred Conditions of Approval Agreement with DEBORAH BANKE (OWNER) regarding continued irrigation.

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

The following project condition shall apply to APNs: 010-018-077/078, as described in the attached **Exhibit "A"** Legal Description of the Subject Properties and shown on the attached **Exhibit "B"** Project Site Map.

1. Prior to such time as either parcel is sold, or there is a change in ownership, or there is a change in the current agricultural land use of said parcels, the parcels shall be prepared to irrigate and drain independently. Private irrigation pipelines shall be installed from the historic point(s) of delivery, in a manner that will provide independent and measureable irrigation to the parcels. OWNERS shall be responsible for all costs incurred.

By signing below, DEBORAH BANKE, the legally titled OWNER of the subject parcels, hereby agrees to comply with the above-described condition of approval. Failure to comply with this Agreement shall result in DISTRICT withholding irrigation water until such time as the listed condition is met.

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"**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

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

\_\_\_\_\_  
Steve Knell, P. E.  
General Manager/ Secretary

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

**"OWNER"**

Deborah Banke  
Deborah Banke, Owner

Date: 12.5.18

Mailing Address: 10519 Claribel Road  
Oakdale, CA 95361

**SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED**

## NOTARY

### CERTIFICATE OF ACKNOWLEDGMENT

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

State of California  
County of Stanislaus

On Dec 5, 2018 before me Carla Lillie, Notary Public,  
personally appeared Deborah Bank

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

Carla Lillie

Signature

(Seal)



### CERTIFICATE OF ACKNOWLEDGMENT

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

State of California  
County of Stanislaus

On \_\_\_\_\_ before me \_\_\_\_\_, 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

(Seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR SUBJECT PROPERTY**

**ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:**

**PARCEL NO. 1**

**THE WEST 15 ACRES OF LOT 12 OF OAKDALE COLONY TRACT, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF STANISLAUS COUNTY, CALIFORNIA ON JANUARY 8, 1914 IN VOLUME 8 OF MAPS, PAGE 5.**

**EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12, SAID CORNER BEING ON THE NORTH LINE OF 40 FOOT ROAD KNOW AS CLARIBEL ROAD; THENCE NORTH 89°50' EAST, ALONG THE NORTH LINE OF CLARIBEL ROAD, 495 FEET TO THE SOUTHEAST CORNER OF THE WEST 15 ACRES OF SAID LOT 12; THENCE NORTH 0°10' WEST, ALONG THE EAST LINE OF THE WEST 15 ACRES OF LOT 12, A DISTANCE OF 870 FEET; THENCE SOUTH 41°02' WEST, ALONG THE EXISTING FENCE, 748.7 FEET TO THE WEST LINE OF LOT 12; THENCE SOUTH 0°10' EAST, ALONG THE WEST LINE OF LOT 12, A DISTANCE OF 307.8 FEET TO THE POINT OF BEGINNING.**

**PARCEL NO. 2**

**LOT 11 OF OAKDALE COLONY TRACT, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF STANISLAUS COUNTY, CALIFORNIA ON JANUARY 8, 1914 IN VOLUME 8 OF MAPS.**

**EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF LOT 11; THENCE NORTH 89°50' EAST AND ALONG THE NORTHERLY LINE OF CLARIBEL ROAD, A COUNTY ROAD, A DISTANCE OF 130 FEET TO A POINT; THENCE NORTH 0°31' WEST AND PARALLEL TO THE WESTERLY LINE OF SAID LOT 11, A DISTANCE OF 335 FEET TO A POINT; THENCE SOUTH 89°50' WEST AND PARALLEL TO THE NORTH LINE OF CLARIBEL ROAD A DISTANCE OF 130 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE SOUTH 0°31' EAST, AND ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 335 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.**

**APN: 010-018-039 (UNDERLYING APN OF APNS: 010-018-077 AND 010-018-078)**

**END OF DESCRIPTION**

NOT TO SCALE  
SHEET 1 of 1



# **AGENDA ITEMS ACTION CALENDAR**

## **BOARD MEETING OF JANUARY 15, 2019**

# BOARD AGENDA REPORT

Date:	January 15, 2019
Item Number:	16
APN:	N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION ADOPTING THE 2019 INVESTMENT POLICY OF THE OAKDALE IRRIGATION DISTRICT ("OID"), RELATED ANNUAL INVESTMENT POLICY DELEGATION OF AUTHORITY AND DIRECTION OF INVESTMENT**

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**RECOMMENDED ACTION:** The Finance Committee and Staff Recommends that the Board Approve the Resolution Adopting:

- (a) the Revisions to the 2019 Investment Policy in Adherence with Recent California Government Code Changes
- (b) 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
- (c) 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

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**BACKGROUND AND/OR HISTORY:**

It is the policy of the District to invest public funds in a manner which will provide the maximum security with the highest return and to conform to all state and local statutes governing the investment of public funds.

California Government Code Section 53646 (a)(2) states that for any local agency other than a county government "the Treasurer or Chief Financial Officer of the local agency **may** annually render to the legislative body of that local agency and any oversight committee of that local agency a statement of investment policy, which the legislative body of the local agency shall consider at a public meeting. Any change in the policy shall also be considered by the legislative body of the local agency at a public meeting."

It has been policy of OID to present an annual Investment Policy for approval. Included in the policy is the delegation of full authority to invest and reinvest OID funds to the Treasurer under supervision of the Finance Committee. The Finance Committee has directed the Treasurer in prior years to invest District funds in investments other than the Local Agency Investment Fund (LAIF). Staff recommends that the Board continue these practices consistent with prior year actions.

The changes proposed in the Investment Policy are primarily to comply with the state law changes effective as of January 1, 2018. For your review is attached both a red-line version which shows the language being replaced as well as a draft version which includes all of the changes recommended.

The attached 2019 Investment Policy and related staff recommended items were reviewed by the Finance Committee on January 10, 2019. The consensus of the Finance committee was to approve the revisions to the 2019 Investment Policy, to delegate full authority to the Treasurer to invest and

**FISCAL IMPACT:** None

**ATTACHMENTS:**

- OLD Investment Policy for 2019-Redline Version
  - OLD Investment Policy for 2019-Draft
  - Resolution No. 2019-NIL
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**



# OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS

**Subject:** Investment Policy

**Policy and Procedure No.:**

**Responsible Department:** Finance

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## **PURPOSE**

This policy sets forth Oakdale Irrigation District's ("District") objectives, risk preferences, authorized instruments, and other requirements for the investment of funds. This investment policy is intended to promote a disciplined approach to investing, to provide accountability for District management, and to promote public trust in the District's investing practices. It also provides ~~for~~ guidelines to the Board of Directors ("Board"), Finance Committee ("Committee"), General Manager and Treasurer for investment of public funds and compliance with all state and local statutes.

## **SCOPE**

This policy and procedure applies to the Board ~~of Directors~~, the Finance Committee, General Manager and Treasurer.

## **POLICY AND PROCEDURE**

### **A. Policy**

It is the policy of the District to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all state and local statutes governing the investment of public funds as stated in the California Government Code("CGC").

### **B. Scope**

This policy applies to the investment of funds that are directly managed by the District.

### **C. General Objectives**

The primary objectives of investment activities, in order of priority ~~order are as follows:~~, ~~of investment activities shall be~~ safety, liquidity, and yield.

#### **1. Safety**

**a.** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to

ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The District will minimize credit risk, the risk of loss due to the failure of security issuer or backer, by:

- Limiting investments to the CGC section 53601 authorized investments ~~safest types of securities.~~
- Pre-qualifying the financial institutions, broker, /dealers, intermediaries, and advisers who will participate in the ~~with which the District's investing will do business.~~ and
- Diversifying the investment portfolio so the impact of that ~~potential~~ losses from any single type of on individual securities or any one issuer will be is minimized.

b. Interest Rate Risk

The District will minimize the risk that the market value of securities in the portfolio will fall due to changes in market rates of interest by: ~~general interest rates by:~~

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, money market mutual funds, the Local Agency Investment Fund, or similar investment pools.

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all cash ~~operating~~ requirements of the District that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.

3. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

## D. Standards of Care

### 1. Prudence

~~The standard of prudence to be used by investment officials shall be the "prudent person" rule standard as stated in (CGC subsection 53600.3) and is the standard of care to be used shall be applied in the context of managing the an overall portfolio.~~

Investments shall be made with ~~judgment and~~ care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the District, that a prudent which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. ~~safety of their capital as well as the probable income to be derived.~~

### 2. Delegation of Authority

~~Authority to manage the District's investment program is derived from Title 5, Division 2, Part 1, Chapter 4 of the California Government Code, commencing with Section 53600. The Board, as the legislative body, delegates full authority to invest and reinvest District funds Management responsibility for the investment program is hereby delegated, pursuant to CGC Section 53607 of the Government Code, to the District Treasurer, under the supervision of the Finance Committee. The Treasurer shall establish written procedures for the operation of the investment program consistent with this investment policy. This delegation of authority is a one-year period, pursuant to CGC 53607.~~

This responsibility includes authority to select brokers, establish safekeeping accounts, enter into wire transfer agreements, banking service contracts, and collateral/depository agreements. No person may engage in ~~may engage in~~ an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials until the delegation of authority is revoked or expires and shall make a monthly report of those transactions to the Board.

### 3. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution and management of the investment program or impairs their ability to make impartial investment decisions. Employees and investment officials shall

disclose any material interests in financial institutions with which they conduct business. The Treasurer and other investment officials are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC) and/or the District's Conflict of Interest Code.

## **E. Safekeeping and Custody**

### *1. Authorized Financial Dealers and Institutions*

With the approval of the Board, the Treasurer may utilize a licensed investment broker/dealer for the investment of the District's surplus funds. A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification of having read and understood and agreement to comply with the District's investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the Treasurer.

### *2. Internal Controls*

The Treasurer is responsible for establishing and maintaining an system of internal control structure over investment activities designed to ensure that the assets of the District are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The Treasurer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. ~~The internal controls~~ measures shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping

- Avoidance of physical delivery of securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions ~~for investments and wire transfers~~
- Development of a wire transfer agreement with the lead bank and third party custodian.

## **F. Suitable and Authorized Investments**

### **1. *Investment Types***

Consistent with California Government Code Section 53601, the following investments will be permitted by this policy:

- a. U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value;
- b. Certificates of deposit and other evidences of deposit at financial institutions, bankers' acceptances, and commercial paper, rated in the highest tier (e.g., A-1, P-1, F-1, or D-1 or higher) by a nationally recognized rating agency;
- c. Investment-grade obligations of state, local governments and public authorities;
- d. Repurchase agreements whose underlying purchased securities consist of the foregoing.
- e. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities; and
- f. Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation.

### **2. *Collateralization***

Collateral is required from investments in certificates of deposits. In order to reduce market risk, the collateral level will be a minimum 110% of market value of principal and accrued interest.

The only securities acceptable as collateral shall be direct obligations which are fully guaranteed as to principal and interest by the United States Government or any agency or government –sponsored enterprise of the United States.

## **G. Investment Guidelines and Restrictions**

1. Investments directly managed by the District shall be in accordance with this policy and as provided for in the following guidelines and restrictions:
  - a. The Treasurer will develop and maintain a cash flow analysis for the projection of needed funds. All funds not required for immediate use will be invested in the Local Agency Investment Fund (LAIF), unless directed by the Finance Committee as allowed in section G2 of this policy.
  - b. When banking transactions involve sums of money greater than \$100,000, the Treasurer shall take such steps to insure the depository bank maintains sufficient securities for the deposits as set forth in California Government Code Section 53652. It is intended that bank deposits and balances in excess of \$100,000 are for short duration, e.g. two (2) to three (3) days before disbursements or transfers are made.
2. Upon direction of the Finance Committee, the Treasurer may invest District funds in investments other than LAIF, and in accordance with this policy. With the approval of the Board, the Treasurer may utilize a licensed investment broker to invest the District's surplus funds for the benefit of the District. The following guidelines and restrictions are to be followed by the Treasurer:
  - a. All funds invested on behalf of the District will be managed to meet the guidelines stated in California Government Code Section 53600 et seq., and this Policy.
  - b. The legal, final maturity of any single security within the portfolio will not exceed five (5) years at purchase, with maturities laddered to protect against market swings.
  - c. The weighted average life of the portfolio will not exceed three (3) years.
  - d. Corporate obligations, including corporate debentures and medium term notes, must be rated "A" or its equivalent or better by a nationally recognized rating service and no more than 30% of the portfolio will be invested in this sector at any one time.
  - f. The Treasurer may place District funds in certificates of deposit. The Treasurer shall obtain a sampling of interest rates offered by various banking, credit union, and savings and loan institutions within California.
    1. The Treasurer shall limit deposits to \$100,000 in any bank, credit union, or savings and loan with a net worth to net



asset ratio of less than three percent (3%) during the most recently reported quarter.

2. The Treasurer shall limit deposits to \$300,000 in all banks, credit unions, and savings and loan institutions that have a net worth to net asset ratio higher than three percent (3%) and experiencing a positive earning record.
  3. No more than 30% of the District's surplus funds shall be invested in certificates of deposits.
  4. The depository bank shall maintain sufficient securities for the deposits as set forth in California Government Code 53652. Pursuant to Section 53653 of the Local Agency Deposit Security Law, the Treasurer may waive security for such funds as are insured pursuant to Federal Law; therefore the District's Treasurer is hereby authorized to waive the security for up to \$100,000 with each institution.
- g. On a case-by-case basis as authorized by the Finance Committee the dollar value of Repurchase Agreements shall not exceed 10% of the District portfolio excluding the amount invested in the LAIF account. Further investments of this nature shall not exceed \$500,000 in one institution or placed through one brokerage firm. During emergencies, this amount may be temporarily exceeded for up to seven (7) days by the Treasurer.
  - h. Purchases of Bankers Acceptances may not exceed 180 days maturity or 40% of the District's surplus funds. Further, no more 30% of the District's surplus funds shall be invested in Bankers Acceptances of any Commercial Bank.
  - i. Purchases of prime quality commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Further, purchases of commercial paper may not exceed 25% of the District's surplus funds being invested.
  - j. The portfolio performance results will be measured on a minimum quarterly basis by the portfolio manager and the results thereof given to the Treasurer. Investment performance will be measured against a commonly accepted market benchmark, which approximates the specific restrictions on the portfolio. Consideration will be given to the extent to which the investment results are consistent with the investment objectives set forth in the policy.
3. Pursuant to these guidelines the District's Principal Account Clerk is empowered to transfer monies and make investments on behalf of the District in the absence, or at the direction, of the Treasurer.

## H. Reporting

The Treasurer shall prepare an investment report for the General Manager and ~~the Board of Directors at least quarterly~~ monthly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last ~~monthquarter~~, in accordance with Government Code 53607. The report will include the following:

1. Listing of individual securities held at the end of the reporting period
2. Date purchased
3. Maturity date
4. Amount of investment on a cost and current market basis
5. Coupon rate
6. Yield to Maturity at Purchase
7. Percentage of the total portfolio which each type of investment represents.

California Water Code section 24273 requires the Treasurer no later than the third Monday in each month to file in the district office a report with the District's secretary a verified written report to the Board showing:

- a. ~~The amount~~ of money in District's treasury at the close of the month preceding.
- b. ~~The amount~~, ~~audit~~ of receipts for the month next preceding.
- c. ~~The amount~~ and ~~audit of times~~ items of expenditures for the month next preceding.

## I. Policy Considerations

1. *Exemption*

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At liquidation, such monies shall be reinvested only as provided by this policy.

## J. ~~List of Attachments~~

~~Attachment A — Glossary~~



## Attachment A Glossary

The following is a glossary of key investing terms, some of which appear in the District's Investment Policy.

**Accrued Interest**—The accumulated interest due on a bond as of the last interest payment made by the issuer

**Agency**—A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

**Amortization**—The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

**Average Life**—The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund features is expected to be outstanding.

**Basis Point**—A unit of measurement used in the valuation of fixed income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

**Bid**—The indicated price at which a buyer is willing to purchase a security or commodity.

**Book Value**—The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

**Callable Bond**—A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

**Call Price**—The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

**Call Risk**—The risk to a bondholder that a bond may be redeemed prior to maturity.

**Cash Sale/ Purchase**—A transaction, which calls for delivery and payment securities on that same day that the transaction is initiated.

**Collateralization**—Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

**Commercial Paper**—An unsecured short term promissory note issued by corporations, with maturates ranging from 2 to 270 days.



**Convexity**—A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

**Coupon Rate**—The annual rate of interest received by an investor from the issuer of certain types of fixed income securities. Also known as the "interest rate."

**Credit Quality**—The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

**Credit Risk**—The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**Current Yield (Current Return)**—A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

**Delivery Versus Payment (DVP)**—A type of securities transaction in which the purchaser pays for the securities when they are delivering either to the purchaser or his/her custodian.

**Derivative Security**—Financial instrument created from, or whose value depends upon one or more underlying assets or indexes of assets values.

**Discount**—The amount by which the par value of a security exceeds the price paid for the security.

**Diversification**—A process of investing assets among a range of security types by sector, and quality rating.

**Duration**—A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

**Fair Value**—The amount, at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

**Federal Funds (Fed Funds)**—Funds placed in Federal Reserve banks depository institutions in excess of current reserve requirements. These depository institutions may lend fund to each other overnight or on a longer basis. They may also transfer funds among each other on a same day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

**Federal Funds Rate**—Interest rate charged by one institution lending federal funds to the other.



**Government Securities**—An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

**Interest Rates**—See "Coupon Rate."

**Interest Rate Risk**—The risk associated with declines or rises in interest rates, which cause an investment in a fixed income security to increase or decrease in value.

**Internal Controls**—An internal control structure designed to ensure that the assets of the entity are protected from the loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits require estimates and judgements by management. Internal controls should address the following points:

1. ~~Control of collusion~~—Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. ~~Separation of transaction authority from accounting and record keeping~~—By separating the person who authorizes or performs the transaction from the people who record the transaction, a separation of duties is achieved.
3. ~~Custodial safekeeping~~—Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. ~~Avoidance of physical delivery securities~~—Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. ~~Clear delegation of authority to subordinate staff members~~—Subordinate staff member must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. ~~Written confirmation of transactions for investments and wire transfers~~—Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may vary via fax or letterhead and if the safekeeping institution has a list of authorization signatures.
7. ~~Development of a wire transfer agreement with the lead bank and third-party custodian~~—The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions and responsibilities of each party making and receiving wire transfers.



**Inverted Yield Curve**—A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

**Investment Company Act of 1940**—Federal legislation, which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, performance reporting requirements, and securities valuation.

**Investment Policy**—A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investments securities.

**Investment-grade Obligations**—An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

**Liquidity**—An asset that can be converted easily and quickly into cash.

**Local Government Investment Pool (LGIP)**—An investment by local governments in which tier money is pooled as a method for managing local funds.

**Mark-to-market**—The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

**Market Risk**—The risk that the value of a security will rise or decline as a result of changes in market conditions.

**Market Value**—Current market price of a security.

**Maturity**—The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

**Money Market Mutual Fund**—Mutual funds that invest solely in money market instruments (short-term debt instruments, such as treasury bills, commercial paper, bankers' acceptance, repos and federal funds).

**Mutual Fund**—An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the following Securities and Exchange Commission (SEC) disclosure guidelines:

1. — Report standardized performance calculations.
2. — Disseminate timely and accurate information regarding the fund's holdings, performance, management and general investment policy.
3. — Have the fund's investment policies and activities supervised by a board of trustees, which are independent of the advisor, administrator or other vendor of the fund.

4. ~~Maintain the daily liquidity of the fund's shares.~~

5. ~~Value their portfolios on a daily basis.~~

6. ~~Have all individuals who sell SEC-registered products licensed with a self-regulating organization (SRO) such as the National Association of Securities Dealers (NASD).~~

7. ~~Have an investment policy governed as prospectus, which is updates and filed by the SEC annually.~~

**Mutual Fund Statistical Services** ~~Companies that track and rate mutual funds, e.g., IBC/Donoghue, Lipper Analytical Services, and Morningstar.~~

**National Association of Securities Dealers (NASD)** ~~A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.~~

**New Assets Value** ~~The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio.~~

**No Load Fund** ~~A mutual fund, which does not levy a sales charge on the purchase of its shares.~~

**Nominal Yield** ~~The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," or "coupon rate," or interest rate."~~

**Offer** ~~An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."~~

**Par** ~~Face value or principal value of a bond, typically \$1,000 per bond.~~

**Positive Yield Curve** ~~A chart formation that illustrates short-term securities having lower yields than long-term securities.~~

**Premium** ~~The amount by which the price paid for a security exceeds the security's par value.~~

**Prime Rate** ~~A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.~~

**Principal** ~~The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.~~



**Prospectus**—A legal document that must be provided to any prospective purchaser of new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, and the proposed use of proceeds. The experience of the issuer's management, and certain certified financial statements.

**Prudent Person Rule**—An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

**Regular Way Delivery**—Securities settlement that calls for delivery and payment on the third business day following the trade date (T+3); payment on a T+1 basis is currently under consideration. Mutual funds are settled on a same day basis; government securities are settled on the next business day.

**Reinvestment Risk**—The risk that a fixed income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by the holding.

**Repurchase Agreement (repo or RP)**—An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to resell the securities at a specified price to the second party on demand or at a specified price.

**Reverse Repurchase Agreement (Reverse Repo)**—An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at the specified price to the second party on demand or at a specified date.

**Rule 2a-7 of the Investment Company Act**—Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant asset value of one dollar (\$1.00).

**Safekeeping**—Holding of assets (e.g., securities) by a financial institution.

**Serial Bond**—A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

**Sinking Fund**—Money accumulated on a regular basis on a separate custodial account that is used to redeem debt securities or preferred stock issues.

**Swap**—Trading one asset for another.

**Term Bond**—Bonds comprising a large part or all of a particular issue that come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.



**Total Return**—The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period:

$$(\text{Price Appreciation}) + (\text{dividends aid}) + (\text{Capital gains}) = \text{Total Return}$$

**Treasury Bills**—Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Bonds**—Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of \$1,000. Currently, the longest outstanding maturity for such securities is thirty years.

**Treasury Notes**—Intermediate U.S. government debt securities with maturities of one to ten years and issued in denominations ranging from \$1,000 to \$1 million or more.

**Uniform Net Capital Rule**—SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

**Volatility**—A degree of fluctuation in the price and valuation of securities.

**"Volatility Risk" Rating**—A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P, "V 1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc" by S&P, "V 10" by Fitch).

**Weighted Average Maturity B (WAM)**—The average maturity of all the securities that comprise a portfolio. According to SEC rules 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

**When Issued (WI)**—a conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

**Yield**—The current rate of return on an investment security generally expressed as a percentage of the security's current price.

**Yield-to-call (YTC)**—The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

**Yield Curve**—A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

**Yield-to-maturity**—The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

**Zero-coupon Securities**—Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

Approved: 01/09/2018  
Last revised 12/15/2015



# OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS

**Subject:** Investment Policy

**Policy and Procedure No.:**

**Responsible Department:** Finance

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## **PURPOSE**

This policy sets forth Oakdale Irrigation District's ("District") objectives, risk preferences, authorized instruments, and other requirements for the investment of funds. This investment policy is intended to promote a disciplined approach to investing, to provide accountability for District management, and to promote public trust in the District's investing practices. It also provides guidelines to the Board of Directors ("Board"), Finance Committee ("Committee"), General Manager and Treasurer for investment of public funds and compliance with all state and local statutes.

## **SCOPE**

This policy and procedure applies to the Board, the Committee, General Manager and Treasurer.

## **POLICY AND PROCEDURE**

### **A. Policy**

It is the policy of the District to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all state and local statutes governing the investment of public funds as stated in the California Government Code("CGC").

### **B. Scope**

This policy applies to the investment of funds that are directly managed by the District.

### **C. General Objectives**

1. The primary objectives of investment activities, in order of priority are as follows; *safety, liquidity, and yield*.
2. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The District will minimize credit risk, the risk of loss due to the failure of security issuer or backer, by:

- Limiting investments to the CGC section 53601 authorized investments ,
- Pre-qualifying the financial institutions, broker, dealers, intermediaries, and advisers who will participate in the District's investing, and
- Diversifying the investment portfolio so the impact of losses from any single type of security or any one issuer is minimized.

b. Interest Rate Risk

The District will minimize the risk that the market value of securities in the portfolio will fall due to changes in market rates of interest by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, money market mutual funds, the Local Agency Investment Fund, or similar investment pools.

3. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all cash requirements of the District that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.

4. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

**D. Standards of Care**

1. *Prudence*

The "prudent person" standard as stated in CGC 53600.3 is the standard of care to be used in managing the overall portfolio.

Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the District, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

2. *Delegation of Authority*

The Board, as the legislative body, delegates full authority to invest and reinvest District funds, pursuant to CGC 53607, to the Treasurer, under the supervision of the Committee. This delegation of authority is a one-year period, pursuant to CGC 53607.

This responsibility includes authority to select brokers, establish safekeeping accounts, enter into wire transfer agreements, banking service contracts, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials until the delegation of authority is revoked or expires and shall make a monthly report of those transactions to the Board.

3. *Ethics and Conflicts of Interest*

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution and management of the investment program or impairs their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. The Treasurer and other investment officials are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC) and/or the District's Conflict of Interest Code.

**E. Safekeeping and Custody**

1. *Authorized Financial Dealers and Institutions*

With the approval of the Board, the Treasurer may utilize a licensed investment broker/dealer for the investment of the District's surplus funds. A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification of having read and understood and agreement to comply with the District's investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the Treasurer.

## 2. *Internal Controls*

The Treasurer is responsible for establishing and maintaining a system of internal control over investment activities designed to ensure that the assets of the District are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The Treasurer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. Internal control measures shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery of securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions
- Development of a wire transfer agreement with the lead bank and third party custodian.

## **F. Suitable and Authorized Investments**

### 1. *Investment Types*

Consistent with California Government Code Section 53601, the following investments will be permitted by this policy:

- a. U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value;
- b. Certificates of deposit and other evidences of deposit at financial institutions, bankers' acceptances, and commercial paper, rated in

the highest tier (e.g., A-1, P-1, F-1, or D-1 or higher) by a nationally recognized rating agency;

- c. Investment-grade obligations of state, local governments and public authorities;
- d. Repurchase agreements whose underlying purchased securities consist of the foregoing.
- e. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities; and
- f. Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation.

2. *Collateralization*

Collateral is required from investments in certificates of deposits. In order to reduce market risk, the collateral level will be a minimum 110% of market value of principal and accrued interest.

The only securities acceptable as collateral shall be direct obligations which are fully guaranteed as to principal and interest by the United States Government or any agency or government –sponsored enterprise of the United States.

**G. Investment Guidelines and Restrictions**

- 1. Investments directly managed by the District shall be in accordance with this policy and as provided for in the following guidelines and restrictions:
  - a. The Treasurer will develop and maintain a cash flow analysis for the projection of needed funds. All funds not required for immediate use will be invested in the Local Agency Investment Fund (LAIF), unless directed by the Finance Committee as allowed in section G2 of this policy.
  - b. When banking transactions involve sums of money greater than \$100,000, the Treasurer shall take such steps to insure the depository bank maintains sufficient securities for the deposits as set forth in California Government Code Section 53652. It is intended that bank deposits and balances in excess of \$100,000 are for short duration, e.g. two (2) to three (3) days before disbursements or transfers are made.
- 2. Upon direction of the Finance Committee, the Treasurer may invest District funds in investments other than LAIF, and in accordance with this policy.

With the approval of the Board, the Treasurer may utilize a licensed investment broker to invest the District's surplus funds for the benefit of the District. The following guidelines and restrictions are to be followed by the Treasurer:

- a. All funds invested on behalf of the District will be managed to meet the guidelines stated in California Government Code Section 53600 et seq., and this Policy.
- b. The legal, final maturity of any single security within the portfolio will not exceed five (5) years at purchase, with maturities laddered to protect against market swings.
- c. The weighted average life of the portfolio will not exceed three (3) years.
- d. Corporate obligations, including corporate debentures and medium term notes, must be rated "A" or its equivalent or better by a nationally recognized rating service and no more than 30% of the portfolio will be invested in this sector at any one time.
- f. The Treasurer may place District funds in certificates of deposit. The Treasurer shall obtain a sampling of interest rates offered by various banking, credit union, and savings and loan institutions within California.
  - 1. The Treasurer shall limit deposits to \$100,000 in any bank, credit union, or savings and loan with a net worth to net asset ratio of less than three percent (3%) during the most recently reported quarter.
  - 2. The Treasurer shall limit deposits to \$300,000 in all banks, credit unions, and savings and loan institutions that have a net worth to net asset ratio higher than three percent (3%) and experiencing a positive earnings record.
  - 3. No more than 30% of the District's surplus funds shall be invested in certificates of deposits.
  - 4. The depository bank shall maintain sufficient securities for the deposits as set forth in California Government Code 53652. Pursuant to Section 53653 of the Local Agency Deposit Security Law, the Treasurer may waive security for such funds as are insured pursuant to Federal Law; therefore the District's Treasurer is hereby authorized to waive the security for up to \$100,000 with each institution.
- g. On a case-by-case basis as authorized by the Finance Committee the dollar value of Repurchase Agreements shall not exceed 10% of the District portfolio excluding the amount invested in the LAIF

account. Further investments of this nature shall not exceed \$500,000 in one institution or placed through one brokerage firm. During emergencies, this amount may be temporarily exceeded for up to seven (7) days by the Treasurer.

- h. Purchases of Bankers Acceptances may not exceed 180 days maturity or 40% of the District's surplus funds. Further, no more 30% of the District's surplus funds shall be invested in Bankers Acceptances of any Commercial Bank.
  - i. Purchases of prime quality commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Further, purchases of commercial paper may not exceed 25% of the District's surplus funds being invested.
  - j. The portfolio performance results will be measured on a minimum quarterly basis by the portfolio manager and the results thereof given to the Treasurer. Investment performance will be measured against a commonly accepted market benchmark, which approximates the specific restrictions on the portfolio. Consideration will be given to the extent to which the investment results are consistent with the investment objectives set forth in the policy.
- 3. Pursuant to these guidelines the District's Principal Account Clerk is empowered to transfer monies and make investments on behalf of the District in the absence, or at the direction, of the Treasurer.

#### **H. Reporting**

The Treasurer shall prepare an investment report for the General Manager and the Board monthly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last month, in accordance with Government Code 53607. The report will include the following:

- 1. Listing of individual securities held at the end of the reporting period
- 2. Date purchased
- 3. Maturity date
- 4. Amount of investment on a cost and current market basis
- 5. Coupon rate
- 6. Yield to Maturity at Purchase

7. Percentage of the total portfolio which each type of investment represents.

California Water Code section 24273 requires the Treasurer no later than the third Monday in each month to file in the district office with the District's secretary a verified written report to the Board showing:

- a. The amount of money in District treasury at the close of the month preceding.
- b. The amount of receipts for the month next preceding,
- c. The amount and items of expenditures for the month next preceding.

## **I. Policy Considerations**

### **1. *Exemption***

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At liquidation, such monies shall be reinvested only as provided by this policy.



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

**2019 INVESTMENT POLICY**

**WHEREAS**, the Board of Directors 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 of Directors approve the revisions to the 2019 Investment Policy in adherence with recent California Government Code changes; delegate 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 \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 15<sup>th</sup> day of January 2019.

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis, President  
Board of Directors

\_\_\_\_\_  
Steve Knell, P.E.  
General Manager/Secretary

## BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 17  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AWARD OF BID FOR THE 2019 FURNISHING AND DELIVERY OF GASOLINE AND DIESEL FUEL TO W. H. BRESHEARS, INC.**

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**RECOMMENDED ACTION:** Award Bid to W. H. Breshears, Inc. and Authorize General Manager to Execute Amendment No. 04 to General Services Agreement 2015-GSA-001

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**BACKGROUND AND/OR HISTORY:**

Staff solicited bids from three (3) fuel vendors to furnish and deliver Gasoline and Diesel Fuel to Oakdale Irrigation District for the year 2019. The vendors were George W. Lowry, Inc., E. R. Vine & Sons & W.H. Breshears, Inc., all three bidders provided a bid. W.H. Breshears, Inc. and George W. Lowry, Inc. provided bids with the same unit cost mark-up for diesel and gasoline.

Staff recommends award of bid to W. H. Breshears, Inc. based on providing a qualified responsive bid and that they have been providing the District with fuel since 2015 without any interruption to service. Staff requests authorization for General Manager to execute Amendment No. 04 to General Services Agreement 2015-GSA-001.

**FISCAL IMPACT:** Unknown at this time.

**ATTACHMENTS:**

- Bid Summary
  - Fuel Bidder's List
  - Bid Forms
  - Amendment No. 04
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**



## Oakdale Irrigation District 2019 Fuel Bid Summary

<b>Company</b>	<b>Unleaded Gasoline Bid</b> Unit Cost (mark-up) in Cents/gallon	<b>Diesel Bid</b> Unit Cost (mark-up) in Cents/gallon
E. R. Vine & Sons, Inc.	<b>\$0.195/gal</b>	<b>\$0.195/gal</b>
George W. Lowry, Inc.	<b>\$0.15/gal</b>	<b>\$0.15/gal</b>
W. H. Breshears, Inc.	<b>\$0.15/gal</b>	<b>\$0.15/gal</b>

**Recommendation:**  
**Award Bid to W. H. Breshears**



## **2019 Gasoline and Diesel Fuel Bidder's List**

- 1) George W. Lowry, Inc.  
4632 Kiernan Ct.  
P O Box 176  
Salida, CA 95368  
Attn: Mark DeWane  
Office: (209) 545 – 0791  
Email: [msd@lowryoil.com](mailto:msd@lowryoil.com)
  
- 2) E. R. Vine & Sons, Inc.  
2825 Railroad Avenue  
Ceres, CA 95307  
Attn: Jason Risen  
Office: (209) 537- 0723  
Cell: (209) 241- 2894  
Email: [jasonr@vinefuels.com](mailto:jasonr@vinefuels.com)
  
- 3) W. H. Breshears, Inc.  
720 B Street  
Modesto, CA 95354  
Attn: Brad McGhee  
Office: (209) 522 - 7291 ext. 233  
Cell: 209-402-8798  
Email: [bmcghee@whbreshears.com](mailto:bmcghee@whbreshears.com)

**OAKDALE IRRIGATION DISTRICT  
BID FORM  
GASOLINE AND DIESEL FUEL SERVICE**

DEC 20 2018

Oakdale ID  
Counter

NF  
✓

1. Bidder/Supplier Name: W H. Breshears Inc

2. Address - Street or Post Office Box: 720 B Street

City: Modesto State: CA Zip Code: 95355

3. Telephone: 209-522-7291 4. Fax: 209-522-2406

5. E-Mail: scarter@whbreshears.com

6. Mailing Address (If different from above)

Street or Post Office Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

7. Person Preparing Bid: Shawn Carter

Signature: Shawn Carter 8. Date: 12-13-2018

9. Contact Person: Shawn Carter

OAKDALE IRRIGATION DISTRICT  
Gasoline and Diesel Fuel Bid

December 4, 2018

Received

OAKDALE IRRIGATION DISTRICT  
BID FORM

DEC 20 2018

Oakdale ID  
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The Vendor must bid each unit separately. The Oakdale Irrigation District reserves the right to reject any and all bids. For the purpose of this bid, exclude all taxes and fees.

LOCATION	EST. QTY. (Gallons)	UNIT COST (Mark-up) Per Gallon	TOTAL EST. COST*
Oakdale Irrigation District Yard			
a. Unleaded	35,000	\$0. <u>15</u> /Gal.	<u>5,250</u>
b. Diesel	33,000	\$0. <u>15</u> /Gal.	<u>4,950</u>
TOTAL BID PRICE FOR BOTH GASOLINE AND DIESEL FUEL			<u>10,200</u>

\*Total Estimated Cost = Estimated Quantity x Unit Cost

Please list any extra charges. (The Oakdale Irrigation District only pays mandated taxes and fees.)

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**DO NOT INCLUDE TAXES OR OTHER FEES  
IN THE MARK-UP**

December 4, 2018

Received

OAKDALE IRRIGATION DISTRICT

BID FORM

GASOLINE AND DIESEL FUEL SERVICE

DEC 20 2018

Oakdale ID  
Counter

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✓

1. Bidder/Supplier Name: Mark DeWane / George W. Lowry Inc
2. Address - Street or Post Office Box: P.O. Box 176  
City: Salida State: Ca Zip Code: 95368
3. Telephone: 209-545-0791 4. Fax: 209-545-2241
5. E-Mail: MSD@Lowryoil.com.
6. Mailing Address (if different from above)  
Street or Post Office Box: 4632 KIERNAN ct.  
City: Salida State: CA Zip Code: 95368
7. Person Preparing Bid: Mark DeWane  
Signature: [Signature] 8. Date: 12-19-18
9. Contact Person: Mark DeWane / Richard Lowry.



OAKDALE IRRIGATION DISTRICT  
Gasoline and Diesel Fuel Bid

December 4, 2018

OAKDALE IRRIGATION DISTRICT  
BID FORM

Received

DEC 20 2018

Oakdale ID  
Counter

The Vendor must bid each unit separately. The Oakdale Irrigation District reserves the right to reject any and all bids. For the purpose of this bid, exclude all taxes and fees.

LOCATION	EST. QTY. (Gallons)	UNIT COST (Mark-up) Per Gallon	TOTAL EST. COST*
Oakdale Irrigation District Yard			
a. Unleaded	35,000	\$0.15 /Gal.	
b. Diesel	33,000	\$0.15 /Gal.	
TOTAL BID PRICE FOR BOTH GASOLINE AND DIESEL FUEL			

\*Total Estimated Cost = Estimated Quantity x Unit Cost

Please list any extra charges. (The Oakdale Irrigation District only pays mandated taxes and fees.)

\* Truck Time 125.00 <sup>(per)</sup> hour (w/et Hoswig) Fueling Equip  
\* Weekend Deliveries open half Day Saturdays 8-12  
\* Any off hour deliveries Truck Time + Fuel, oil

**DO NOT INCLUDE TAXES OR OTHER FEES  
IN THE MARK-UP**



**OAKDALE IRRIGATION DISTRICT**  
**BID FORM**  
**GASOLINE AND DIESEL FUEL SERVICE**

---

1. Bidder/Supplier Name: E.R. Vine & Sons, Inc

2. Address - Street or Post Office Box: 2825 Railroad Avenue

City: Ceres State: CA Zip Code: 95307

3. Telephone: (209) 537-0723 4. Fax: (209) 537-1402

5. E-Mail: jason@vinefuels.com

6. Mailing Address (If different from above)

Street or Post Office Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

7. Person Preparing Bid: Jason Risen

Signature: [Signature] 8. Date: December 17<sup>th</sup>, 2018

9. Contact Person: Jason Risen

Received

OAKDALE IRRIGATION DISTRICT  
BID FORM

DEC 20 2018

Oakdale ID  
Counter



The Vendor must bid each unit separately. The Oakdale Irrigation District reserves the right to reject any and all bids. For the purpose of this bid, exclude all taxes and fees.

LOCATION	EST. QTY. (Gallons)	UNIT COST (Mark-up) Per Gallon	TOTAL EST. COST*
Oakdale Irrigation District Yard	35,000	\$0. <u>195</u> /Gal.	\$ <u>6825.00</u>
a. Unleaded			
b. Diesel	33,000	\$0. <u>195</u> /Gal.	\$ <u>6435.00</u>
TOTAL BID PRICE FOR BOTH GASOLINE AND DIESEL FUEL			\$ <u>13260.00</u>

\*Total Estimated Cost = Estimated Quantity x Unit Cost

Please list any extra charges. (The Oakdale Irrigation District only pays mandated taxes and fees.)

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**DO NOT INCLUDE TAXES OR OTHER FEES  
IN THE MARK-UP**



**OAKDALE IRRIGATION DISTRICT  
GENERAL SERVICES AGREEMENT  
2015-GSA-001, AMENDMENT NO. 04**

**WITNESSETH THIS AMENDMENT TO THE GENERAL SERVICES AGREEMENT**, made this 15<sup>th</sup> day of January, 2019, by and between Oakdale Irrigation District, hereinafter called the "District" and W.H. Breshears, Inc., hereinafter called the "Contractor" 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 the District per this AMENDMENT.

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

1. Extend Contact period from January 1, 2019 through January 1, 2020.
2. All Rates, Terms and Conditions, will remain unchanged for the duration of this Amendment.

There are no other changes to the General Service Agreement. All Terms and Conditions of the original General Services Agreement remain the same for this Amendment No. 04.

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

**OAKDALE IRRIGATION DISTRICT**

**W.H. BRESHEARS, INC.**

\_\_\_\_\_  
Steve Knell, P.E.  
General Manager

\_\_\_\_\_  
Loren York  
Vice President Sales & Operations

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

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

# BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 18  
APN: N/A

---

**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE WORK RELEASE NO. 018 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. TO UPDATE CONSTRUCTION DOCUMENTS AND PROVIDE CONTRACTOR BIDDING SUPPORT FOR THE SOUTH MAIN CANAL IMPROVEMENT PROJECT SEGMENT FOUR LONG-TERM REPAIRS AND AUTHORIZE GENERAL MANAGER TO EXECUTE**

---

**RECOMMENDED ACTION:** Approve Work Release No. 018 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to Update Construction Documents and Provide Contractor Bidding Support for the South Main Canal Improvement Project Segment Four Long-Term Repairs and Authorize General Manager to Execute

---

**BACKGROUND AND/OR HISTORY:**

Included in the 2019 Budget was the South Main Canal Improvement Project - Segment Four Long-Term Repairs (Project). Work Release No. 018 will allow Condor Earth Technologies (Condor) to finalize the construction documents previously prepared in 2018 and provide contractor bidding support to OI staff. The Scope of Work for Work Release No. 018 includes five tasks which include: Final Design, Canal Reference Stationing & Video Documentation, Contract Documents, Engineers Opinion of Probable Construction Costs and Contractor Bidding Support.

The Project is located on the South Main Canal and is approximately 4,000 lf commencing at the downstream portal of the Two Mile Bar Tunnel and ending at Tunnel No. 7 located under Highway 108 in Knights Ferry. The project will primarily consist of placement of shotcrete shoring on the unsupported upslope side of the canal, an overlay of the existing concrete invert and liner patching on the downslope side of the canal.

Staff recommends that the Board authorize the General Manager to execute Work Release No. 018 to Condor Earth Technologies.

**FISCAL IMPACT:** Not to Exceed Amount - \$79,727.00

**ATTACHMENTS:**

- Work Release No. 018 with Exhibit "A"

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**



**Work Release No. 018**  
**South Main Canal Improvement Project**  
**Segment Four Long-Term Repairs**  
**Construction Documents & Contractor Bidding Support**

**Description**

Condor Earth Technologies (Condor) has previously performed several phases of work on this project including the assessment, initial design, preliminary plans and engineers estimate commencing in 2016. Segment Four is the portion of the South Main Canal from the downstream portal of the Two Mile Bar Tunnel Project to Tunnel No. 7 located under Highway 108. The purpose of the proposed work is to finalize the construction documents and provide contractor bidding support. Work Release No. 018 is issued to perform five (5) Tasks briefly identified in the following narrative. For more definition of the Tasks, refer to Exhibit "A" attached for the details.

**Scope of Work**

Provide the necessary resources to complete the following five (5) tasks summarized below and outlined in detail in the attached Exhibit "A":

- Task 1     Final Design – Incorporate comments from the 90% Drawing & Technical Specifications, field verification of construction details and prepare final design documents.
- Task 2     Canal Reference Stationing & Video Documentation – Install control monuments at approximately 200' intervals along the project alignment for reference to locate construction work and documentation purposes.
- Task 3     Contract Documents – Prepare 100% Contract Documents for construction bidding purposes.
- Task 4     Engineer's Opinion of Probable Construction Costs – Update the previously prepared construction costs estimate reflecting the 100% Drawings & Technical Specifications.
- Task 5     Contractor Bidding Support – Provide support to OID staff during the bidding and contractor selection process.

**Schedule**

Condor's work for Segment 4 Long-Term Repair Project will start following approval. Tasks 1 and 2 will begin immediately and upon completion will be followed by Task 4. If approved at the January 15, 2019 Board meeting, Task 3 can be ready by March 22, 2019 for submittal to OID for review. Based on previous discussion with OID staff, it is anticipated to go out to bid in May 2019, buds due July 2019 and actual construction would begin upon conclusion of the 2019 irrigation season.

### **Pricing**

Condor will perform the services on a Time and Material basis according to the 2019 Schedule of Fees. The estimated fee costs are summarized as follows:

Task 1 – Final Design	\$ 25,160.00
Task 2 – Canal Reference Stationing & Video	\$ 10,890.00
Task 3 – Contract Documents	\$ 8,770.00
Task 4 – 100% Engineer's Opinion of Probable Cost	\$ 5,480.00
Task 5 – Contractor Bidding Support	\$ 25,630.00
Contingency (5%)	<u>\$ 3,797.00</u>
<b>Not to Exceed Amount</b>	<b>\$ 79,727.00</b>

This Not to Exceed amount cannot be exceeded without prior authorization from OID.

### **Terms and Conditions**

Payment for Services will be in accordance with rates identified in accordance with Professional Services Agreement 2009-PSA-003. All Terms and Conditions identified in Professional Services Agreement 2009-PSA-003 will remain in effect for Work Release No. 018.

When submitting the invoice, include the Contract and Work Release Number on the invoice.

#### **Oakdale Irrigation District**

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

#### **Condor Earth Technologies**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit "A"**

**CONDOR EARTH**  
21663 Brian Lane, P.O. Box 3905  
Sonora, CA 95370  
209.532.0361  
Fax 209.532.0773  
[www.condorearth.com](http://www.condorearth.com)

Project No. 3818L1

December 17, 2018

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

**Subject:        Proposal for Construction Documents and Contractor Bidding Support  
                 Segment 4 Long-Term Repairs  
                 South Main Canal Improvement Project  
                 Oakdale Irrigation District**

Dear Mr. Jones:

Condor Earth (Condor) appreciates the interest of Oakdale Irrigation District (OID) in having us continue to assist you with the Segment 4 long-term repair project. The scope of this Proposal includes the following:

- Finalize the project design and prepare a design summary report
- Install stationing reference monuments along the canal
- Record selected ground- and UAS-based video documentation of existing (dewatered) canal conditions
- Update the previously prepared 90% Drawings and Technical Specifications
- Prepare 100% Division 00 and 01 Specifications
- Update the previously prepared 90% Engineer's Opinion of Probable Construction Costs
- Provide assistance with contractor bidding

This project consists of long-term canal improvements along the section of the canal between the downstream portal of Two-Mile Bar Tunnel and Highway 108 (referred to as Segment 4). Condor has previously performed several phases of work related to this project (described in detail in our 2016 Segment 4 Proposal). Our most recent work for Segment 4 was completed in November 2018 providing 90% design drawings, technical specifications and probable construction cost estimate.

The scope of work proposed herein is subdivided into five primary tasks as follows:

- Task 1 – Final Design
- Task 2 – Canal Reference Stationing and Video Documentation
- Task 3 – Contract Documents
- Task 4 – 100% Engineer's Opinion of Probable Construction Costs
- Task 5 – Contractor Bidding Support



A discussion of each of these tasks is provided in the following sections, followed by a summary of estimated fees for each task.

## **SCOPE OF WORK**

The subsections that follow present Condor's proposed scope of work by task. We budgeted for project management and coordination within each task.

### **Task 1 – Final Design**

The final (100%) design work will include implementing OID's review comments regarding the 90% Drawing and Technical Specifications, as well as field verification of the final construction details. Condor and OID staff will visit the site together for a walk-through; specific attention will be paid to confirming the length of application of the various repair details. Condor will update the Drawings and Technical Specifications, as needed. We will also prepare a brief design report summarizing our design process for improvements and our calculations for the permanent shoring. We will summarize site conditions, our evaluations and analyses procedures/results.

Project meetings for final design coordination and review of progress are anticipated. We herein assume three meetings at Condor's office for budgeting purposes.

### **Task 2 – Canal Reference Stationing and Video Documentation**

Control monuments will be installed along the canal to tie stationing indicated on the Drawings to locations in the field. The stationing shown on the Drawings will be calculated into the local survey-control system and our subconsultant surveyor will install reference monuments at 200-foot stationing intervals. The surveyor will install a PK nail and washer stamped with the project stationing at approximately 200-foot intervals along the top lip of the existing down-slope canal liner. Note that the distances between monuments will vary, because the canal stationing is established along the canal centerline. A total of approximately 20 monuments will be installed. The monuments installed along the canal will act as landmarks used by the team to locate construction work and for documentation purposes. Condor will show the monument locations of the Drawings (under Task 1).

Condor will record selected ground (hand-held) and UAS (drone) video documentation of the canal in its dewatered state. The primary purpose for this work is to provide documentation of the pre-existing conditions to bidders. Because bidding will occur during the irrigation season, it will be advantageous to OID to have dewatered-conditions documentation video available during preparation of bids. Low-level drone flights are planned, looking both up-slope and down-slope from approximately along canal centerline. Video footage will be compiled electronically and will be prepared in a format suitable for convenient electronic transfer and viewing.

### **Task 3 – Contract Documents**

Task 3 will consist of preparing 100% Contract Documents for construction bidding purposes by OID. The task will include:

- **Contract Documents** – Prepare for submittal to OID legal counsel, Division 00 – Bidding Requirements, and Division 01 – General Requirements. We have assumed that previous contract documents prepared by Condor on previous OID projects will serve as a basis for these divisions and will use the start date of construction no later than November 1, 2019. For-Bid Contract Documents include Specification Divisions 00, 01, 02, 03 and Drawings.





- **Reference Documents** – Video documentation prepared under Task 2, Condor's design summary report, and the most recent OID Standards document will be utilized for reference but are not anticipated to be a part of the selected contractor's contract.

#### **Task 4 – Engineer's Opinion of Probable Construction Costs**

Task 4 will consist of updating the previously-prepared construction cost estimate reflecting the 100% Drawings and Technical Specifications prepared in Task 1. This task will include review of unit prices and quantities. A letter report will be provided for documentation.

#### **Task 5 – Contractor Bidding Support**

Task 5 will consist of providing support to OID staff during the bidding and contractor selection process. The task will include:

- **Contractor Pre-bid Preparation and Bid Walk** – Condor will assist OID staff in identifying potential contractors, advertising, noticing and presenting the project to interested bidders. We will participate in a mandatory pre-bid walk to be attended by all bidders.
- **Contractor Pre-bid Response/Consultation** – Condor will assist OID staff in responding to contractor requests for information and preparation of addenda if needed as a result of such inquiries.
- **Post-bid Contractor Review/Selection/Consultation** – Condor will assist OID staff in reviewing bids for completeness and meeting qualifications. We will meet with OID staff at your office and provide recommendations for contractor selection.
- **Post-bid Contractor Administration/Consultation** – Condor will compile executed contract documents, combine into one electronic file for distribution and provide one hard copy for the selected Contractor and OID. Condor will also assist OID staff preparing and distributing the Notice-of-Award and Notice-to-Proceed.

### **SCHEDULE**

Condor's work for the Segment 4 Long-Term Repair Project can start immediately following a Notice-to-Proceed or as directed. Tasks 1 and 2 will begin immediately, and upon significant completion, will be followed by Task 4. If authorized by January 25, 2019, Task 3 (Contract Documents) can be ready by March 22, 2019 for submittal to OID legal counsel for review. Based on discussions with OID staff and the water delivery schedule, we anticipate going to bid in May 2019, bids due July 2019, and that actual construction would begin November 2019.

### **FEES**

Condor proposes to perform the work on a time-and-expenses basis, according to our 2019 Schedule of Fees submitted for approval December 3, 2018 (PSA amendment pending). The estimated fees for the proposed scope are detailed on the attached spreadsheet. The estimated total fee will not be exceeded without prior authorization by OID. The fees are summarized below by Task.

Task 1 – Final Design	\$25,160
Task 2 – Canal Reference Stationing and Video	\$10,890
Task 3 – Contract Documents	\$8,770
Task 4 – 100% Engineer's Opinion of Probable Cost	\$5,480
Task 5 – Contractor Bidding Support	\$25,630
Contingency (5%)	<u>\$3,797</u>
Total Fee Estimate	\$79,727



## ADDITIONAL WORK

We anticipate that after the work scope included in Tasks 1 through 4 of this proposal is completed, Condor will be able to provide a proposal for construction phase engineering/CM services. The CM proposal will be based on our preliminary estimate of the construction schedule; actual schedule and any implications regarding our CM fees to be confirmed after the contractor is selected and the contractor's baseline schedule is submitted.

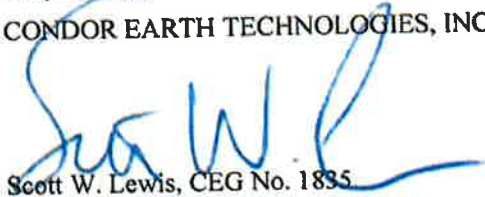
## TERMS

If acceptable, please assign a Work Release to cover this Proposal. Unless directed otherwise, the work will be performed per our Professional Services Agreement with OID (2009-PSA-003).

Condor looks forward to continuing to work with the OID on this project. Please call with any questions.

Respectfully,

CONDOR EARTH TECHNOLOGIES, INC.



Scott W. Lewis, CEG No. 1835  
Principal  
Senior Tunneling Consultant



Andrew S. Kositsky, GE No. 2532  
Senior Geotechnical Engineer

Attachments:  
Fee Estimate

X:\Project\3000\_prj\3818L OID Seg 4 Long Term Repairs\3818L Seg 4 Design and Construction\Contracts\_Proposals\_CEP\20181217 Seg 4 Final Design and Bid.docx



Table 1 - Fee Estimate Summary				
Condor Earth				
Project Task and Name:		Construction Documents and Contractor Bidding Support		
Condor Project Number:		3818L1		
Date:		12/13/2018		
Description	Quantity	Rate Type	Rate	Cost Estimate
<b>Task 1 - Final Design</b>				
<b>Personnel</b>				
Senior Tunneling Consultant	32	hr.	\$225	\$7,200
Senior Geotechnical Engineer	16	hr.	\$200	\$3,200
Associate Engineer/Geologist	36	hr.	\$145	\$5,220
Staff Engineer/Geologist	24	hr.	\$130	\$3,120
Draftsperson	16	hr.	\$95	\$1,520
Project Coordinator	40	hr.	\$100	\$4,000
Technical Editor	12	hr.	\$75	\$900
Unit Billing				
Vehicle Expenses	2		\$100	\$200
<b>Subtotal - Task 1</b>				<b>\$25,160</b>
<b>Task 2 - Canal Reference Stationing and Video Documentation</b>				
<b>Personnel</b>				
Senior Tunneling Consultant	4	hr.	\$225	\$900
Senior Geotechnical Engineer	2	hr.	\$200	\$400
UAS Specialist	12	hr.	\$150	\$1,800
Associate Engineer/Geologist	12	hr.	\$145	\$1,740
Staff Engineer/Geologist	2	hr.	\$130	\$260
Draftsperson	2	hr.	\$95	\$190
Project Coordinator	4	hr.	\$100	\$400
<b>Consultants</b>				
Land Surveyor	1	ls.	\$5,000	\$5,000
Unit Billing				
Vehicle Expenses	2		\$100	\$200
UAS Equipment and Processing Unit	1		\$200	\$200
<b>Subtotal - Task 2</b>				<b>\$10,890</b>
<b>Task 3 - Contract Documents</b>				
<b>Personnel</b>				
Senior Tunneling Consultant	12	hr.	\$225	\$2,700
Associate Engineer/Geologist	12	hr.	\$145	\$1,740
Draftsperson	4	hr.	\$95	\$380
Project Coordinator	32	hr.	\$100	\$3,200
Technical Editor	10	hr.	\$75	\$750
<b>Subtotal - Task 3</b>				<b>\$8,770</b>
<b>Task 4 - 100% Engineer's Opinion of Probable Construction Costs</b>				
<b>Personnel</b>				
Senior Tunneling Consultant	4	hr.	\$225	\$900
Specialty Consultant/Tunnel/Construction	2	hr.	\$275	\$550
Principal Engineer	8	hr.	\$210	\$1,680
Staff Engineer/Geologist	8	hr.	\$130	\$1,040
Draftsperson	8	hr.	\$95	\$760
Project Coordinator	4	hr.	\$100	\$400
Technical Editor	2	hr.	\$75	\$150
<b>Subtotal - Task 4</b>				<b>\$5,480</b>

Table 1 - Fee Estimate Summary				
Condor Earth				
Project Task and Name:		Construction Documents and Contractor Bidding Support		
Condor Project Number:		3818L1		
Date:		12/13/2018		
Description	Quantity	Rate Type	Rate	Cost Estimate
<b>Task 5 - Contractor Bidding Support</b>				
<b>Personnel</b>				
Senior Tunneling Consultant	40	hr.	\$225	\$9,000
Senior Geotechnical Engineer	24	hr.	\$200	\$4,800
Associate Engineer/Geologist	40	hr.	\$145	\$5,800
Staff Engineer/Geologist	4	hr.	\$130	\$520
Draftsperson	8	hr.	\$95	\$760
Project Coordinator	40	hr.	\$100	\$4,000
Technical Editor	10	hr.	\$75	\$750
<b>Unit Billing</b>				
Vehicle Expenses	2		\$100	\$200
<b>Subtotal - Task 5</b>				<b>\$25,630</b>
<b>Total Estimate Tasks 1 - 5</b>				<b>\$75,930</b>
<b>5% Contingency</b>				<b>\$3,797</b>
<b>Total Fee Estimate</b>				<b>\$79,727</b>

# BOARD AGENDA REPORT

Date: January 15, 2019  
Item Number: 19  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE WORK RELEASE NO. 019 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. TO CONDUCT A FACILITIES HAZARD INSPECTION AND REPORT FOR THE SOUTH MAIN CANAL AND AUTHORIZE GENERAL MANAGER TO EXECUTE**

---

**RECOMMENDED ACTION:** Approve Work Release No. 019 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. to Conduct a Facilities Hazard Inspection and Report for the South Main Canal and Authorize General Manager to Execute

---

**BACKGROUND AND/OR HISTORY:**

In 2003 Condor Earth Technologies (Condor) provided a Hazards Identification Report for the North & South Main Canals and Tunnels. Since 2003 Oakdale Irrigation District (OID) has completed several improvement projects to mitigate many of the hazards identified in the report. However, some of the previously identified improvements have yet to be completed.

Work Release No. 019 will authorize Condor along with OID staff to re-visit the facilities and prioritize the remaining hazards based on a Report of Hazards and Recommendations that will be completed by Condor after the site visits. Work Release No. 019 is separated into three tasks. For more definition of the Tasks, refer to Exhibit "A" attached for the details.

Staff recommends that the Board authorize the General Manager to execute Work Release No. 019 to Condor Earth Technologies.

**FISCAL IMPACT:** Not to Exceed Amount - \$29,348.00

**ATTACHMENTS:**

- Work Release No. 019 with Exhibit "A"

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**



## **Work Release No. 019**

### **Facilities Hazard Inspection & Reporting**

### **Main Canals & Tunnels Improvement Project**

#### **Description**

In 2003 Condor Earth Technologies (Condor) provided a Hazards Identification Report for the North & South Main Canals and Tunnels. Since 2003 Oakdale Irrigation District (OID) has completed several projects to mitigate many of the hazards identified in the report. However, some of the previously identified improvements have yet to be completed. Work Release No. 019 will authorize Condor along with OID staff to re-visit the facilities and prioritize the remaining hazards based on a Report of Hazards and Recommendations that will be completed by Condor after the site visits. Work Release No. 019 is separated into three tasks noted below. For more definition of the Tasks, refer to Exhibit "A" attached for the details.

#### **Scope of Work**

Provide the necessary resources to complete the following three (3) tasks summarized below and outlined in detail in the attached Exhibit "A":

- Task 1 North Main Facilities Inspection
- Task 2 South Main Facilities Inspection
- Task 3 Report of Hazards and Recommendations

#### **Schedule**

Condor's work for inspections of the North and South Main Facilities will be dependent of OID staff availability and weather (access) permitting. Condor and OID staff will coordinate the site visits to occur as soon as possible.

#### **Pricing**

Condor will perform the services on a Time and Material basis according to the 2019 Schedule of Fees. The estimated fee costs are summarized as follows:

Task 1 – North Main Facilities Inspection	\$ 6,720.00
Task 2 – South Main Facilities Inspection	\$ 6,720.00
Task 3 – Report of Hazards and Recommendations	\$ 13,240.00
Contingency (5%)	<u>\$ 2,668.00</u>
<b>Not to Exceed Amount</b>	<b>\$ 29,348.00</b>

This Not to Exceed amount cannot be exceeded without prior authorization from OID.

---

**Terms and Conditions**

Payment for Services will be in accordance with rates identified in accordance with Professional Services Agreement 2009-PSA-003. All Terms and Conditions identified in Professional Services Agreement 2009-PSA-003 will remain in effect for Work Release No. 019.

When submitting the invoice, include the Contract and Work Release Number on the invoice.

**Oakdale Irrigation District**

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

**Condor Earth Technologies**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Exhibit "A"



**CONDOR EARTH**  
21663 Brian Lane, P.O. Box 3905  
Sonora, CA 95370  
209.532.0361  
Fax 209.532.0773  
www.condorearth.com

Project No. 3818M

January 8, 2019

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

Subject: **Proposal for Facilities Hazard Inspections and Reporting  
Main Canals and Tunnels Improvement Project  
Oakdale Irrigation District**

Dear Mr. Jones:

Condor Earth (Condor) appreciates the interest of Oakdale Irrigation District (OID) in having us update our hazards analyses and recommendations for the North and South Main Canal waterway systems. In 2003 Condor provided a Hazards Identification Report that addressed the subject waterway systems. Since then, several improvement projects have been undertaken to mitigate many of the identified hazards. However, some previously identified potential improvements have not yet been implemented. The scope of this proposal includes re-visiting the facilities and prioritizing future improvement projects.

As discussed in our December 5, 2018 meeting, Condor has presented our updated approach in three tasks: inspection of the North Main facilities, inspection of the South Main facilities, and a report to update previously identified hazards, identify potential new hazards and assistance in prioritizing future work. The work scope is summarized herein.

### **SCOPE OF WORK**

The subsections that follow present Condor's proposed scope of work by task. Figure 1 illustrates the locations of the subject facilities.

#### **Task 1 – North Main Facilities Inspection**

Condor's Senior Tunnel Consultant and Associate Geologist will accompany OID staff through the North Main portion of OID's facility. This will include Tunnels 1 through 4 and Cape Horn Tunnel, pending accessibility and safety. We understand that the Cape Horn Tunnel will not be de-watered for physical observations as a part of this effort, but that records of prior inspection observations and Phase 1 Cape Horn Tunnel repairs will be reviewed. This task includes staff time for records review and we herein assume one 10-hour day of field work for the North Main facilities.

#### **Task 2 – South Main Facilities Inspection**

Condor's Senior Tunnel Consultant and Associate Geologist will accompany OID staff through the South Main portion of OID's facility. This will include Tunnels 8 and 9, Tunnel 9 upstream and downstream channels, and Wilms Siphon/Segment 3, pending accessibility and safety. We understand that the South Main Segment 4 will not be included for physical observations as a part of this effort, but that this



pending improvement project (2019/2020) will be included in the report. This task includes staff time for records review and we herein assume one 10-hour day of field work for South Main facilities.

### **Task 3 – Report of Hazards and Recommendations**

Task 3 will consist of our hazard assessment of the areas observed and considered in Tasks 1 and 2, and will include recommended priorities of future improvement work. Preliminary drawings from prior improvement development work will be assembled and annotated, as appropriate. A letter report will be distributed via PDF for documentation. We herein assume that this task will include a meeting with OID staff to discuss our findings and OID priorities.

### **SCHEDULE**

Condor's work for inspections of the North and South Main facilities will be dependent on OID staff availability and weather permitting. Condor will coordinate with OID to select the soonest date after Notice-to-Proceed. Task 3 will begin within 1 week of completing the inspections and will take approximately 3 weeks to complete.

### **FEES**

Condor proposes to perform the work on a time-and-expenses basis, according to our 2019 Schedule of Fees (2009-PSA-003, Amendment No. 009). The estimated fees for the proposed scope are detailed on the attached spreadsheet. The estimated total fee will not be exceeded without prior authorization by OID. The fees are summarized below by Task.

Task 1 – North Main Facilities Inspection	\$ 6,720
Task 2 – South Main Facilities Inspection	\$ 6,720
Task 3 – Report of Hazards and Recommendations	\$13,240
Contingency (10%)	<u>\$ 2,668</u>
Total Fee Estimate	\$29,348

### **ADDITIONAL WORK**

We anticipate that after the work scope included in Tasks 1 through 3 of this proposal is completed, Condor will be able to provide a proposal(s) for work identified as highest priority by Condor and OID.

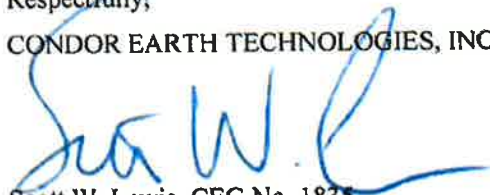
### **TERMS**

If acceptable, please assign a Work Release to cover this Proposal. Unless directed otherwise, the work will be performed per our Professional Services Agreement with OID (2009-PSA-003 Amendment 009).

Condor looks forward to continuing to work with the OID on this project. Please call with any questions.

Respectfully,

CONDOR EARTH TECHNOLOGIES, INC.



Scott W. Lewis, CEG No. 1835  
Principal  
Senior Tunneling Consultant



Andrew S. Kositsky, GE No. 2532  
Senior Geotechnical Engineer



**Attachments:**

**Fee Estimate**

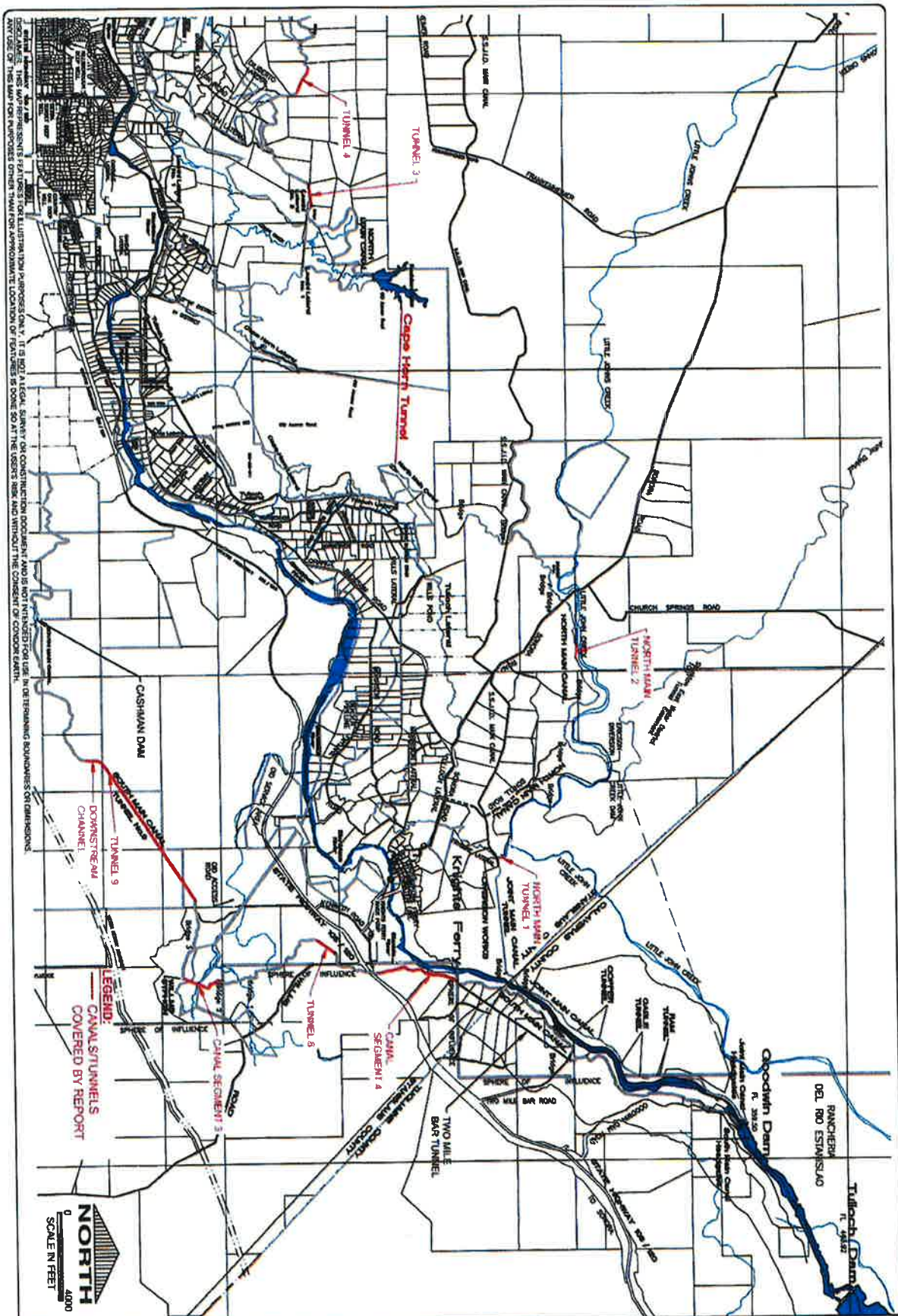
**Figure 1 – Vicinity Map**

X:\Project\3000\_pj\3818M OID 2019 Haz Update\Contracts\_Proposals\_CEP 20190108 OID 2019 Hazard Inspections and Reporting.docx



Table 1 - Fee Estimate Summary				
Condor Earth				
Project Task and Name:		Inspection and Reporting Services		
		OID Main Canals and Tunnels Improvement Project		
Condor Project Number:		3818M		
Date:		1/8/2019		
Description	Quantity	Rate Type	Rate	Cost Estimate
<b>Task 1 - North Main Facilities Inspection</b>				
Personnel				
Senior Tunneling Consultant	14	hr.	\$225	\$3,150
Senior Geotechnical Engineer	2	hr.	\$200	\$400
Associate Engineer/Geologist	18	hr.	\$145	\$2,610
Staff Engineer/Geologist	2	hr.	\$130	\$260
Project Coordinator	2	hr.	\$100	\$200
Unit Billing				
Vehicle Expenses	1		\$100	\$100
<b>Subtotal - Task 1</b>				<b>\$6,720</b>
<b>Task 2 - South Main Facilities Inspection</b>				
Personnel				
Senior Tunneling Consultant	14	hr.	\$225	\$3,150
Senior Geotechnical Engineer	2	hr.	\$200	\$400
Associate Engineer/Geologist	18	hr.	\$145	\$2,610
Staff Engineer/Geologist	2	hr.	\$130	\$260
Project Coordinator	2	hr.	\$100	\$200
Unit Billing				
Vehicle Expenses	1		\$100	\$100
<b>Subtotal - Task 2</b>				<b>\$6,720</b>
<b>Task 3 - Report of Hazards and Recommendations</b>				
Personnel				
Senior Tunneling Consultant	12	hr.	\$225	\$2,700
Senior Geotechnical Engineer	4	hr.	\$200	\$800
Associate Engineer/Geologist	30	hr.	\$145	\$4,350
Staff Engineer/Geologist	8	hr.	\$130	\$1,040
Draftsperson	30	hr.	\$95	\$2,850
Project Coordinator	12	hr.	\$100	\$1,200
Technical Editor	4	hr.	\$75	\$300
<b>Subtotal - Task 3</b>				<b>\$13,240</b>
<b>Total Estimate Tasks 1 - 3</b>				<b>\$26,680</b>
<b>10% Contingency</b>				<b>\$2,668</b>
<b>Total Fee Estimate</b>				<b>\$29,348</b>





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Job No. 3818  
 Date 18 DEC 2018  
 Scale AS SHOWN  
 Drawn JRW  
 Checked SWL

FIGURE 1  
 SHEET DISTRICT



# **DISCUSSION ITEMS**

**BOARD MEETING OF  
JANUARY 15, 2019**

## DISCUSSION ITEM

Date:	January 15, 2019
Item Number:	20
APN:	N/A

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**SUBJECT: DISCUSSION ON NEXT STEPS IN PROVIDING OUT-OF-DISTRICT WATER TO LOCAL AGRICULTURAL WATER USERS IN LIGHT OF THE RECENT OGA V. OID APPELLATE COURT DECISION**

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### **BACKGROUND AND DISCUSSION:**

The Appellate Court decision against OID in the Oakdale Groundwater Alliance (OGA) lawsuit filed by Plaintiffs Louis Brichetto and Robert Frobose, will require a shift in how OID addresses all future “projects” that fall under the requirements of the California Environmental Quality Act known as CEQA.

The providing of out-of-district water locally to agricultural lands is an annual discretionary act of the OID Board and falls under the heading of a “project” within CEQA Guidelines. Such a designation requires a level of environmental analysis to determine if any impacts of the project’s implementation rise to the level of significance. If so, those impacts need to be mitigated to less than significant. To be clear, the purpose of the environmental analysis is not to determine if there are more “good” impacts than “bad” impacts to determine the “overall” impact. It is to identify the areas of potential significant impacts in order to reduce those impacts to less than significant.

Levels of environmental compliance can include (1) Categorical Exemptions, (2) Negative Declarations, (3) Mitigated Negative Declarations and (4) Environmental Impact Reports. The Appellate Court was clear in its ruling that the Negative Declaration used in the OGA Case was a “minimalist” approach to identifying impacts and that an EIR should have been prepared.

Given the Superior Court and Appellate Court findings, an EIR may need to be prepared prior to providing annual out-of-district water to local agricultural lands. Staff and Water Counsel suggest the District do a Programmatic EIR (PEIR) that would cover a seven to ten-year period or a period of time until the Basin Plan, currently in development, is finished.

Once in place, and on an annual basis, given the particular circumstances of which lands wish to receive out-of-district water in that year, after looking at hydrology, timing, in-district demand, canal capacity, New Melones storage, river conditions, groundwater levels, etc., the District could tier-off the Programmatic EIR and do a Negative Declaration, Mitigated Negative Declaration, or focused EIR in that year.

If after doing the initial study in any future year, it is determined an EIR will be necessary, then it will not be possible to do provide out-of-district water in that year due to the time it takes to do an EIR. The irrigation season for the year would be over before the EIR was completed.

That is the case for this coming year. There is no time to effectuate the steps identified above in time to provide water in 2019 to local out-of-district lands. To be ready for next year however, the sooner OID starts the process the more likely it is there will be just one down-year in OID providing this discretionary water service to local non-district lands.

Water Counsel Tim O’Laughlin and staff will be present to answer questions on this topic.

**ATTACHMENTS:**

- Memorandum Prepared by Water Counsel

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**Board Comments:**



## MEMORANDUM

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**Issue:**        **OID: CEQA Considerations for Water Sales Post-OGA Ruling**  
**Date:**        **01/07/2018**

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### **I.        BACKGROUND**

On November 27, 2018 the Fifth Appellate District held that Oakdale Irrigation District (OID) had not complied with CEQA when it approved a negative declaration for an out-of-district water transfer as part of its pilot project to fallow land to create transferable water. The court stated that OID should have completed a full Environmental Impact Report (EIR), rather than a negative declaration, because there was substantial evidence supporting a fair argument that the project could have a significant effect on the environment. In light of the appellate court's holding, OID has asked us to help determine an advisable course of action for future out-of-district water sales, to avoid further CEQA compliance issues.

### **II.        QUESTION PRESENTED**

Given the appellate court's decision and rationale in the OID v. OGA case, and general CEQA requirements, what are OID's CEQA obligations for future out-of-district water sales?

### **III.        BRIEF ANSWER**

OID will be required to prepare full EIRs for local out-of-district water sales going forward.

### **IV.        ANALYSIS**

#### **A.        Broad Overview: CEQA Requirements and Applicability**

The first step in determining OID's CEQA obligations is determining if the action is a "project" or not. A project is an activity that has potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code, § 21065; CEQA Guidelines, § 15378.) Courts interpret the term "project" very broadly, and unless a discretionary agency activity clearly falls within CEQA exemptions, it is almost always a project and therefore subject to CEQA. (1 Cal. Env. Law & Land Use Practice, § 21.05, subd. (3).)

There are a number of statutory and categorical outright exemptions to CEQA, which are clearly stated and narrowly interpreted. None of those exemptions will apply to OID's water sales to local out-of-district applicants. (See Guidelines, §§ 15300 – 15333.)





Once it is determined that CEQA applies, the agency is responsible for conducting an initial study to determine if the project may have a significant effect on the environment (a slightly higher threshold than direct physical change or reasonably foreseeable indirect physical change). (Guidelines, § 15063.) If the initial study finds substantial evidence of a significant environmental effect, a full EIR must be prepared. A negative declaration is only appropriate when there is no substantial evidence in light of the whole administrative record that the project may have a significant environmental effect. (Cal. Pub. Res. Code § 21080, subd. (c); Guidelines, § 15070.) Agencies have attempted to argue before that reasonable doubts whether substantial evidence of significant environmental impacts exist must be resolved in favor of the agency's decision; this approach has been struck down by the courts. (See, e.g., *County Sanitation Dist. No. 2, supra*, 127 Cal.App.4th at 1579.) An agency's decision not to prepare an EIR can only be upheld when there is no credible evidence to the contrary of any reasonable possibility of significant environmental impacts. (*Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th 1307, 1318.)

An agency's decision to certify a negative declaration rather than a full EIR is often challenged in court; the court then reviews the agency's decision by asking whether substantial evidence supports a "fair argument" that the project may have a significant environmental effect. The "fair argument" test is "routinely described as a low threshold requirement for the initial preparation of an EIR that reflects a preference for resolving doubts in favor of environmental review." (*Nelson v. County of Kern* (2010) 190 Cal.App.4th 252, 282.) "Significant effect on the environment" means a substantial, or potentially substantial, adverse change in the physical conditions within the area of the project, including land and water. (CEQA Guidelines, § 15382.) A significant effect may be found even if there is only a "reasonable possibility" that the project may have environmental consequences; certainty is not required. (See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 83, fn. 16.)

If an EIR is required, the agency prepares a Draft EIR, then files a Notice of Completion and makes the draft available to the public for comment and review. After this period, the agency prepares a Final EIR, incorporating public responses to the Draft EIR. The Final EIR is then approved, and a Notice of Determination is filed with the County Clerk. Only then may the project commence as laid out in the EIR.

#### B. What This Means for OID's Future Out-of-District Water Sales

In the particular case of OID's proposed Pilot On-Farm Water Conservation Program, the trial court held that there was substantial evidence supporting a fair argument of significant environmental effects. The appellate court agreed. Both courts pointed out that OID was notified by the California Department of Fish and Wildlife ("CDFW") that OID's service area supports several species covered by the California and federal Endangered Species Acts, including the Swainson's hawk and California tiger salamander. (Stanislaus County Superior Court Opinion, Case No. 2019380, p. 9-10; 5th Dist. Court of Appeals Opinion, Case No. F076288, p. 28.) In addition, both courts held that air quality impacts were not adequately discussed; the project's



proposed water conservation measures could include new pipelines, land leveling, land conversions for new crop types, and/or lowering or replacing drought-affected domestic wells. (Superior Court Opinion, p. 8-9; Appellate Opinion, p. 31.) Another issue the trial court raised was lessened groundwater recharge as a result of the project. The trial court held that planned conversion of row crops to permanent crops can and may exacerbate current demands on groundwater supply in the area, which could worsen depletion during drought conditions. (Superior Court Opinion, p. 10.)

Given these findings by the trial and appellate court, clear criteria have been set as to what is a “fair argument” that a significant environmental impact will occur. These criteria support the general principle of CEQA, favoring more rather than less environmental review. The cases interpreting CEQA requirements, and the OGA appellate opinion, make it clear that a negative declaration will not suffice for future out-of-district water sales, and a full EIR or Programmatic EIR should be prepared for these sales.

\*\*\*

AEB/lw

## DISCUSSION ITEM

Date:	January 15, 2019
Item Number:	21
APN:	N/A

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**SUBJECT: DISCUSSION / PRESENTATION ON THE DISTRICT'S SURFACE WATER  
DIVERSIONS AND DEEP WELL PRODUCTION**

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**BACKGROUND AND DISCUSSION:**

OID's Water Operations Manager Eric Thorburn will provide a presentation and overview on OID's surface water diversions and deep well production for the Board's information.

**ATTACHMENTS:**

- PowerPoint Presentation

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**Board Comments:**

# District Surface Water Use and Deep Well Production Update

January 15, 2019

## 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
<b>2018</b>	<b>211,354</b>	<b>17,581</b>	<b>2,874</b>	<b>3,810</b>
Avg. 2005-18	219,159	10,752	7,584	**
Avg. 2014-18	192,989	11,610	7,958	2,989

\*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.

## 2018 OID DEEP WELL PRODUCTION SUMMARY BY SITE

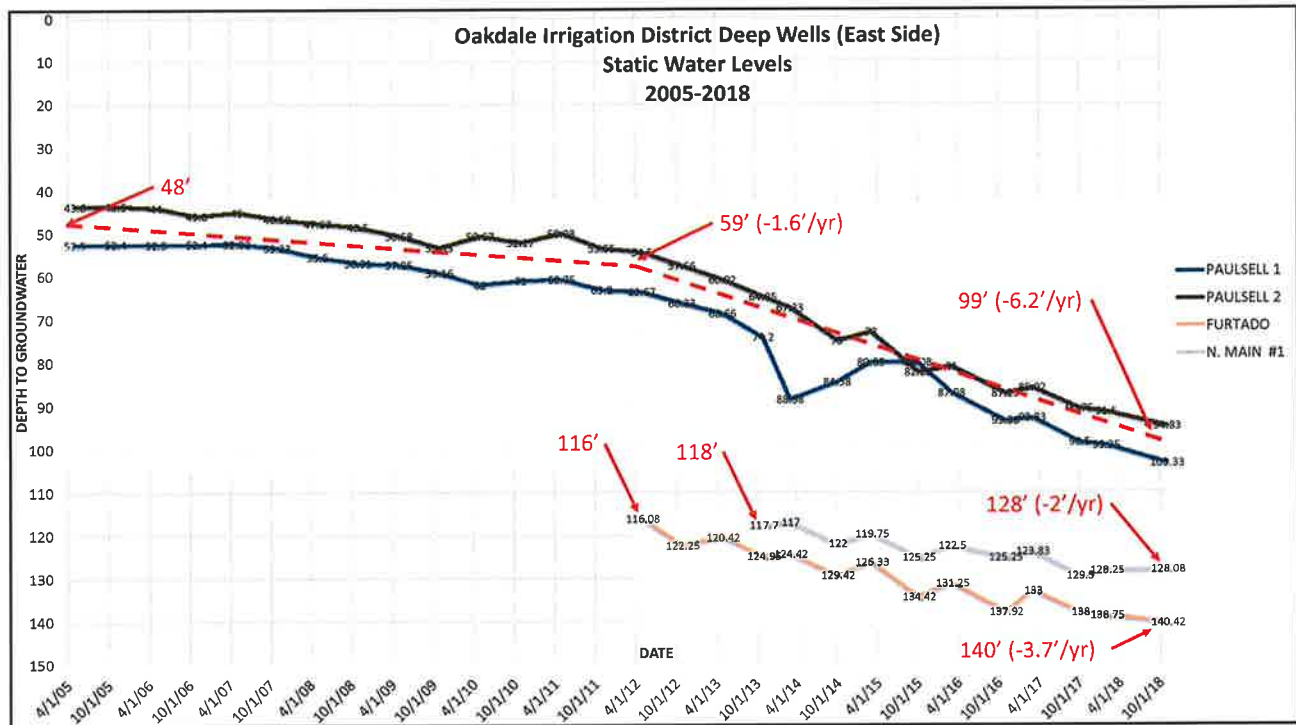
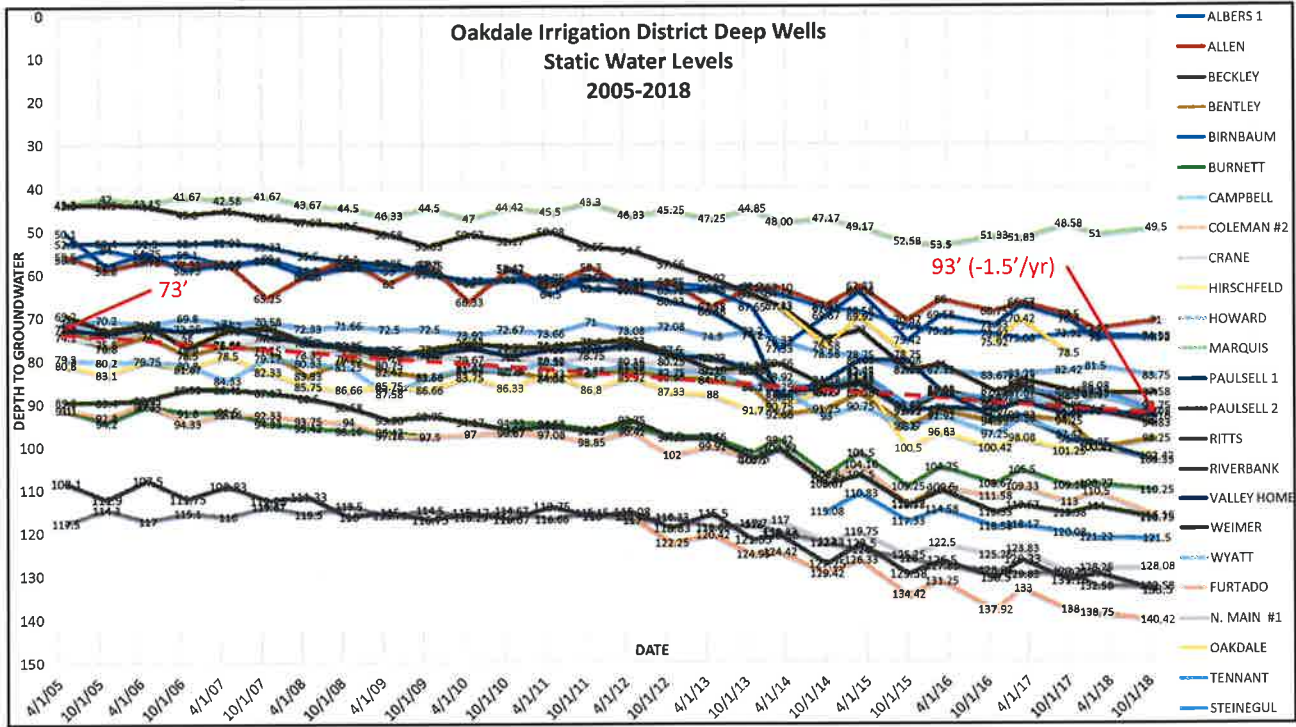
### OID Deep Wells - South Side

Pump	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Allen	0	16	0	0	30	12	26	13	15	1	0	0	113
Bentley	0	0	0	0	1	6	0	1	0	0	0	0	8
Birnbaum	0	0	0	1	50	38	94	49	59	15	0	0	306
Crane	0	0	0	14	47	20	37	16	14	1	0	0	148
Furtado	0	42	4	22	123	81	150	152	45	17	0	0	635
Marquis	0	0	0	1	3	4	6	1	3	0	0	0	16
Mc Math	0	0	0	8	26	36	27	26	28	10	0	0	161
Paulsell #1	0	0	0	0	0	1	2	0	0	0	0	0	3
Paulsell #2	0	0	0	0	0	22	48	2	0	0	0	0	72
Riverbank	0	0	4	2	4	5	5	2	7	3	0	0	30
South Main #1	0	42	8	0	0	0	10	0	0	0	0	0	60
South Main #2	0	66	13	0	0	0	10	0	0	0	0	0	90
South Side Total	0	165	29	47	283	225	416	261	170	47	0	0	1,643

## 2018 OID DEEP WELL PRODUCTION SUMMARY BY SITE

### OID Deep Wells - North Side

Pump	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Burnett	0	37	10	0	21	4	0	0	8	0	0	0	80
Campbell	17	63	0	0	35	21	4	25	3	2	0	0	170
Fairbanks	0	30	4	0	0	0	0	0	0	0	0	0	33
Hirschfeld	0	62	0	6	32	2	40	25	3	0	0	0	171
Howard	0	8	1	4	30	26	19	24	7	1	0	0	122
Huffman	0	7	0	0	55	33	15	20	4	0	0	0	133
North Main #1	0	0	1	0	0	0	0	0	0	0	0	0	1
Steinegul	0	0	0	0	41	12	0	28	0	1	0	0	82
Tennant	0	0	3	3	40	6	19	28	5	5	0	0	107
Thornton	4	0	4	0	18	0	37	12	8	1	0	0	83
Valley Home	0	15	0	0	0	0	20	2	2	0	0	0	38
Weimer	15	39	0	0	13	7	18	1	1	0	0	0	94
Wyatt	0	52	6	0	34	7	0	16	0	0	0	0	116
North Side Total	36	312	28	13	318	118	172	183	40	10	0	0	1,231



## 2019 Water Supply Outlook

### Current Statistics (as of 1/9/19)

- New Melones storage: 1.8M ac-ft
- OID Conservation Account: 100k ac-ft
- New Melones average daily inflow: +/-900 cfs (1800 ac-ft/day)
- New Melones accumulated inflow: 116K ac-ft (67% of 15-yr avg)
- Snow Pack: 38% for year  
88% to date

### 2019 OID Allocation w/ Formula Water (as of 1-9-19):

$$116K + (600K - 116K) / 3 = 277K / 2 = 138K$$



# **COMMUNICATIONS**

## **BOARD MEETING OF JANUARY 15, 2019**



## COMMUNICATION ITEM

Date: January 15, 2019  
Item Number: 22  
APN: N/A

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The Oakdale Irrigation District's Personnel Policies and Procedures, Section 5.604, Section V, states; "Assigned vehicles may be authorized for use by specific employees on a full-time basis when it is determined to be in the best interest of the District. The General Manager must approve each Assigned Vehicle and such assignment shall be reviewed annually by the General Manager and the Board of Directors.

<u>Position</u>	<u>2019</u>
General Manager	Yes
Chief Financial Officer	Yes
Support Services Manager	Yes
Water Operations Manager	Yes
Assistant Water Operations Manager	Yes
Supervisor Water Operations (2)	Yes
Supervisor of Field Operations (2)	Yes
Safety/Compliance Officer	Yes (Vacant)

**ATTACHMENT:**



## **CLOSED SESSION ITEMS**

**BOARD MEETING OF  
JANUARY 15, 2019**