

**AGENDA
OAKDALE IRRIGATION DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING
NOVEMBER 7, 2023**

A complete copy of the Agenda packet will be available on the Oakdale Irrigation District website www.oakdaleirrigation.com

If you would like to join the meeting virtually instead of in person, please see the below options:

- [To join the meeting via teleconference](#), click [HERE](#) or go to www.oakdaleirrigation.com and select "View Meetings Online".
- [To participate in the meeting via telephone](#), dial in at 1 (669) 900-9128, Access Code: 358-572-1867 #, the message will ask for a participant ID, just press # again. If you experience technical difficulties, please contact our IT Systems Administrator Michael Ballinger at (209) 896-6887.

Public comments may be submitted in advance via email to smoody@oakdaleirrigation.com no later than 4:30 p.m. on the day before the meeting. If you wish to make public comments during the live teleconference, you may alert the Board President at the time public comments are called for. Pursuant to Government Code section 54954.3(b)(1), public comment on an Agenda Item is limited to five (5) minutes.

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

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

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

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

It is not required, but speakers may provide their name and address. Public Comments will be limited to five minutes per speaker.

A. Consent Calendar:

	Page No.
1 Approve the Board of Directors Minutes of the Regular Meeting of October 3, 2023	6
2 Approve Oakdale Irrigation District's Statement of Obligations	14
3 Approve OID Improvement Districts' Statement of Obligations	21
4 Approve 2024 Miscellaneous Rates and Charges for Special Services and Deep Well Rental Charges for 2024	24
5 Approve the Treasurer's Report and Financial Statements for The Nine Months Ending September 30, 2023	28
6 Approve Adoption of Resolution Authorizing The Disposal of Property No Longer Necessary for District Purposes	52
7 Approve Rejection of Claim Submitted by the Law Offices of Corren & Corren on Behalf of Vera Whittenburg	56

B. Action Calendar:

	Page No.
8 Review and Take Possible Action to Approve Renewal of Health Insurance Coverage Effective January 1, 2024	57
9 Review and Take Possible Action to adopt the 2024 Budget	58
10 Review and Take Possible Action to Adopt A Resolution Accepting Department of Water Resources Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation – Round 2 Grant Funds	73
11 Review and Take Possible Action to Adopt a Resolution Authorizing the Disposal of Property No Longer Necessary for District Purposes, Declaring a Portion of APN 084-001-006 Exempt Surplus, and Authorizing the General Manager and Board President to Execute the Sales Agreement and Escrow Documents to Sell the Surplus Portion to the County of Stanislaus for the State Route 108/North County Corridor Project	78
12 Review and Take Possible Action to Approve the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency Cost Sharing Agreement and Allow the General Manager to Execute	100
13 Review and Take Possible Action to Deny Landowner's Request For a Variance to OID Policy to Permit and Install Multiple Private Irrigation Delivery Points on OID's Austin Pipeline	111
14 Review and Take Possible Action to Approve Amendment No. 1 to the Contract With Provost and Pritchard for the 90% Design of the Canyon Tunnel Project	115

C. Communications:

- 15 Directors' Comments/Suggestions
- 16 Committee Reports

- 17 General Manager's report on the status of OID activities.
 - Discuss potential for customer appreciation event
- 18 Water Counsel report

D. Closed Session:

- 19 Conference with Real Property Negotiator
California Government Code Section 54656.8

Property:	Canyon Tunnel
Negotiating Parties:	Mangante, Rancheria Del Rio Estanislao, LLC
District Negotiator:	Scott Moody, OID General Manager
Under Negotiation:	Price and terms of Payment of Sale

- 20 Government Code §54956.9(d)(2) – Potential Exposure to Litigation

E. Adjournment:

- The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, December 12, 2023, 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 Project** and **Tri-Dam Power Authority** and other joint business matters is scheduled for **Thursday, November 16, 2023, at 9:00 a.m.** at 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 Executive Assistant at (209) 840-5502.

ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Executive Assistant at (209) 840-5502. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



PUBLIC COMMENT

BOARD MEETING OF NOVEMBER 7, 2023



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF NOVEMBER 7, 2023

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 1
Staff: Scot A. Moody

SUBJECT: APPROVE THE BOARD OF DIRECTORS MINUTES OF THE REGULAR MEETING OF OCTOBER 3, 2023

RECOMMENDED ACTION: Approve the Board of Directors Minutes of the Regular Meeting of OCTOBER 3, 2023

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Meeting of October 3, 2023

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
October 3, 2023

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

Directors: Tom Orvis, President
Brad DeBoer, Vice President
Linda Santos
Herman Doornenbal
Ed Tobias

Staff Present: Scot A. Moody, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer
Eric Thorburn, District Engineer/Water Operations Manager
(Via Zoom)
Joe Kosakiewicz, Construction and Maintenance Manager
Michael Ballinger, IT Systems Administrator
Kim Bukhari, Human Relations Manager

Also Present: Fred Silva, General Counsel
Kim Tarantino, Provost & Pritchard (Via Zoom)

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

There was no public comment.

Public Comment closed at 9:03 a.m. and the Board Meeting continued.

CONSENT CALENDAR **ITEM NOS. 1-9**

- 1 Approve the **Board of Directors Minutes of the Regular Meeting of September 12, 2023**
- 2 Approve **Oakdale Irrigation District's** Statement of Obligations
- 3 Approve **OID Improvement Districts'** Statement of Obligations
- 4 Review and Take Possible Action to Approve the **Resolution Setting AG Water System Improvement District** Operation and Maintenance Charges and Other Related Charges

for the Year 2024

- 5 Review and Take Possible Action to Adopt a **Resolution** Setting **Domestic Water Improvement District** Operation and Maintenance Charges and Other Related Charges for the Year 2024
- 6 Review and Take Possible Action to Adopt a **Resolution** Setting **Domestic Water Improvement District** Operation Reserve Fund Contributions for the Year 2024
- 7 Approve the Treasurer's Report and Financial Statements for The Eight Months Ending August 31, 2023
- 8 Approve Renewal of Delta Dental Plan Insurance Coverage Effective January 1, 2024
- 9 Approve Renewal of Vision Service Plan Insurance Coverage Effective January 1, 2024

A motion was made by Director Santos, and seconded by Director DeBoer, to approve the above-noted Consent Calendar items:

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

The motion passed by a 5-0 vote.

Observing no online members of the Public or members of the Public in the audience, the Board proceeded to Action Calendar accordingly.

ACTION CALENDAR
ITEM NOS. 10 – 14

Item No. 10

Review and Take Possible Action to Adopt a Resolution Setting Agricultural Water User Rates for 2024

A motion was made by Director DeBoer, and seconded by Director Doornenbal, to approve Review and Take Possible Action to Adopt a Resolution Setting Agricultural Water User Rates for 2024:

Director Santos called for a Point of Information regarding Item No. 10. Item No. 10 was suspended until Water Counsel could be present to discuss Director Santos' concerns.

At the hour of 11:02 a.m., the Board resumed discussion with Water Counsel present (via Zoom) to address Director Santos' questions.

Director Orvis

Yes

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

The motion passed by a 4-1 vote.

At the hour of 11:18 a.m., the Board welcomed public comment.

Public Comment closed at 11:19 a.m. and the Board Meeting continued.

Item No. 11

Review and Take Possible Action to Approve the Fund Transfers of Designated Reserves

A motion was made by Director Santos, and seconded by Director Deboer, to Review and Take Possible Action to Approve the Fund Transfers of Designated Reserves:

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

The motion passed by a 5-0 vote.

Item No. 12

Review and Take Possible Action to Award Bid to Sierra Mountain Construction, Inc., As the Lowest Responsive and Responsible Bidder for the North Main Canal Segment 1 Rehabilitation Project and Authorize the General Manager to Execute Associated Change Orders

A motion was made by Director Doornenbal, and seconded by Director Santos, to Review and Take Possible Action to Award Bid to Sierra Mountain Construction, Inc., As the Lowest Responsive and Responsible Bidder for the North Main Canal Segment 1 Rehabilitation Project and Authorize the General Manager to Execute Associated Change Orders:

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

The motion passed by a 5-0 vote.

Item No. 13

Review and Take Possible Action to Approve Work Release No. 46 to Professional

Services Agreement 2009-PSA-001 with Provost & Pritchard, Inc. to Provide Construction Management and Quality Assurance Services for the Oakdale Irrigation District North Main Canal Segment One Rehabilitation Project

A motion was made by Director Deboer, and seconded by Director Santos, to Review and Possible Action to Review and Take Possible Action to Approve Work Release No. 46 to Professional Services Agreement 2009-PSA-001 with Provost & Pritchard, Inc. to Provide Construction Management and Quality Assurance Services for the Oakdale Irrigation District North Main Canal Segment One Rehabilitation Project:

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

The motion passed by a 5-0 vote.

Item No. 14

Review and Take Possible Action to Approve a Cost of Living Adjustment (COLA) for the General Manager (to be addressed after closed session)

Director Orvis announced Item No. 14 will be addressed after closed session.

A motion was made by Director Deboer, and seconded by Director Tobias, to Review and Take Possible action to Review and Take Possible Action to Approve a Cost of Living Adjustment (COLA) for the General Manager (to be addressed after closed session):

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

The motion passed by a 5-0 vote.

DISCUSSION ITEMS
ITEM NO. 15

Item No. 15

Discussion and Presentation on the Proposed Budget for the 2024 Fiscal Year

Sharon Cisneros, Chief Financial Officer, gave a presentation on the proposed Budget for the 2024 Fiscal Year.

At the hour of 10:29 a.m., the Board welcomed public comment.

Public Comment closed at 10:29 a.m. and the Board Meeting continued.

COMMUNICATIONS
ITEM NOS. 16 - 19

Item No. 16

Directors' Comments/Suggestions

Director Tobias:

Director Tobias applauded the Budget Committee, along with CFO Cisneros and General Manager Moody. Director Tobias mentioned the Tri-Dam meeting was good on October 2, 2023. He felt it was informative. He is thankful for the condition we are in and the water that we have.

Director Doornenbal:

Director Doornenbal thanked everyone for their work on the Budget. He feels it was relatively painless. Director Doornenbal mentioned the Tri-Dam Advisory meeting and that a new MOU is forthcoming. He is thankful irrigation season is almost over. He looks forward to being done and getting set up for a new year.

Director Santos:

Director Santos expressed the same sentiment and is thankful for everyone's efforts in regards to the Budget. She feels the budget is clear, concise and to the point. Director Santos also addressed Manager Joe Kosakiewicz and her appreciation that all of the managers came together and widdled down what they could regarding the budget.

She expressed that we have had a very good water year, but not consistent and cannot be relied on.

Director Santos attended the Tri-Dam Advisory meeting and expressed their need for additional help, but that they have a good handle on things. She felt the members work well together. Director Santos also expressed she felt it has been a good start to the Fall.

Director DeBoer:

Director DeBoer thanked staff for their work on the Budget and expressed his appreciation for the opportunity to comment on items related to the budget.

Director DeBoer also discussed MID/TID and the State's electric generation plants.

Director Orvis:

President Orvis thanked staff. Director Orvis mentioned that the End of year BBQ is scheduled for November 9th. Director Orvis also mentioned that the Chambers' Ag Committee has a new look this

year. He discussed Ag costs and the need to do what we need to do. He is looking forward to the Study.

Item No. 17
Committee Reports

Director Deboer:

Director Deboer mentioned that the Finance Committee met and we've seen the results.

Director Orvis:

Director Orvis mentioned that they adopted a budget and stressed that it is a working document.

Director Tobias:

Director Tobias mentioned that the Tri-Dam Committee met on October 2nd and the Workers' Compensation may get done.

Director Doornenbal:

Director Doornenbal discussed the Workers' Compensation issue. He is thankful that the staff at OID has a sense of urgency attitude and he really appreciates it.

Item No. 18
General Manager's report on the status of OID activities

General Manager, Scot Moody, attended the ACWA Region 4 Tour on October 4th.

GM Moody also attended the Davids Engineering reception.

There was an update regarding status of the Greger Facility.

At 10:50 a.m. the Board took a recess and will reconvene to discuss a few Action items upon their return.

The Board reconvened at 11:02 a.m. for open session.

President Orvis informed Counsel that Director Santos has issued a Point of Information and requested direction from Counsel.

(Note: Counsel, Tim O'Laughlin attending via Zoom)

At 11:20 a.m., President Orvis read the items to be discussed in closed session and the Board took a recess.

At the hour of 11:20 a.m. public comment opened.

Public comment closed at 11:20 a.m.

Item #14 will be discussed prior to closed session and adjournment.

Item No. 19
Water Counsel Report

There was no Water Counsel report.

CLOSED SESSION
ITEM NO. 20 AND 21

- 24 Government Code §54957(b)(1) – Personnel Evaluation of the General Manager
- 25 Government Code §54956.9(d)(1) – Existing Litigation – 2 cases
San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board, County of Sacramento Superior Court, Case No. JCCP 5013

President Orvis mentioned the next Tri-Dam meeting will be held at South San Joaquin Irrigation District in Manteca on Thursday, October 19, 2023. President Orvis also mentioned that the next Regular Board Meeting is scheduled for Tuesday, November 7, 2023 at 9:00 a.m.

At the hour of 12:08 p.m. the board reconvened to open session.

No reportable action.

OTHER ACTION

At the hour of 12:10 p.m. the meeting was adjourned. The next Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, November 7, 2023, at 9:00 a.m.** Details can be obtained by calling (209) 847-0341.

The next Joint Board Meeting of the South San Joaquin and Oakdale Irrigation Districts serving the Tri-Dam Project and Tri-Dam Authority and other joint business matters is scheduled for **Thursday, October 19, 2023, at 9:00 a.m.** at the office of South San Joaquin Irrigation District, 11011 East Highway 120, Manteca CA.

Attest:

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 2
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
ACWA-Joint Powers Ins. Authority	Auto and General Liability Insurance Renewal	\$ 335,450.00
IRS	Payroll Taxes	185,309.38
CalPERS	Retirement Contribution	130,095.16
Target Specialty Products	Pesticide Chemicals	75,759.45
Steve Harkrader Trucking	Hauling Dirt Services	74,084.50
PG&E	Electricity and Solar Study Deposit	60,911.90
Sutter Health Plus	Healthcare – November	52,117.91
Kaiser	Healthcare – November	50,350.17
South San Joaquin Irrigation District	WR# 1902 Canyon Tunnel & JSC Maintenance	49,954.10
Hunt & Sons Inc.	Fuel	47,157.12
	Other Obligations:	548,858.22
	Total Obligations:	\$ 1,562,890.79

FISCAL IMPACT: \$1,562,890.79

ATTACHMENTS:

- Statement of Obligations – Check Register

Board Motion:

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

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

STATEMENT OF OBLIGATIONS

11/07/2023

Accounts Payable

Check Register - September 26, 2023 - October 29, 2023



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
927231	9/27/2023	Modesto Irrigation District	\$ 1,732.73	Electricity - August
929231	9/29/2023	Internal Revenue Service	61,719.95	Payroll Taxes
929232	9/29/2023	ICMA Retirement	4,250.35	Retirement Contribution
929233	9/29/2023	Employment Development Department	11,362.65	Payroll Taxes
929234	9/29/2023	California Public Employees' Retirement System	42,235.21	Retirement Contribution
929235	9/29/2023	VOYA Retirement	9,070.73	Retirement Contribution
930231	9/30/2023	Samba Holdings, Inc.	187.02	Fleet Watch - August
1001231	10/1/2023	Clover Services	44.95	Merchant Services - October
1002231	10/2/2023	Bluefin	412.56	Merchant Services - September
1002232	10/2/2023	Merchant Services Inc.	823.69	Merchant Services - September
33783	10/3/2023	ABS Presort, Inc.	1,892.16	Volumetric Statements - August
33784	10/3/2023	Ace Hardware	151.68	Chlorine
33785	10/3/2023	Airgas USA, LLC	77.94	Torch Repair
33786	10/3/2023	ALX Cellular Repair	120.00	Screen Repair
33787	10/3/2023	Ameriflex	160.00	FSA-125 - PPE: Directors 9/30/23
33788	10/3/2023	Ardurra Group, Inc.	6,935.00	WR# 002
33789	10/3/2023	California State Disbursement Unit	533.53	Levy
33790	10/3/2023	Central Valley Pump, Inc.	31,908.75	WR# 020
33791	10/3/2023	Chicago Title Co.	29.17	Refund: 30672 Grooms Rd Oakdale
33792	10/3/2023	City of Oakdale Utilities	10,028.78	Water Usage
33793	10/3/2023	Coffee Break Service, Inc.	363.00	Coffee Services
33794	10/3/2023	Colonial Life	2,499.90	Supplemental Insurance - September
33795	10/3/2023	Comcast	512.42	Analog Lines, TV and Internet - September
33796	10/3/2023	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	15,960.00	Legal Matters
33797	10/3/2023	Durrett, Jason	75.00	Steel Toe Boot Reimbursement
33798	10/3/2023	Ellis Self Storage, Inc.	101.00	Storage - October
33799	10/3/2023	Farm Bureau	800.00	Stanislaus and San Joaquin Business Support
33800	10/3/2023	Farris, Chris	75.00	Steel Toe Boot Reimbursement
33801	10/3/2023	Fastenal Company	1,532.07	Blades, Zep 45, Adapters, Spray Paint and Tape Measures
33802	10/3/2023	Foley Products Company LLC	3,023.33	16-48" Concrete Pipe
33803	10/3/2023	Fresno Valves & Castings, Inc.	12,051.76	Canal and Line Gates
33804	10/3/2023	George Reed, Inc.	2,884.99	18" Minus, HMA and AB-CL II
33805	10/3/2023	Grainger	57.18	Chair Mat
33806	10/3/2023	Grover Landscape Services, Inc.	567.10	Landscaping Services - September
33807	10/3/2023	Haidlen Ford	11,530.17	Alternators, Starter Motor, DEF, Transmission and Replacement Tank
33808	10/3/2023	Hilmar Lumber, Inc.	462.71	Lift Nut
33809	10/3/2023	Hunt & Sons Inc.	26,849.10	Fuel
33810	10/3/2023	Interstate Truck Center	365.09	Lube Filter, Element and Oil Filter
33811	10/3/2023	Keyes Truck Center	88.62	Window
33812	10/3/2023	McMaster-Carr	485.49	Meter and Hinge
33813	10/3/2023	Mission Uniform Service	962.15	Uniform Services
33814	10/3/2023	Modesto Steel Company, Inc.	1,048.63	Flat Plow Steel Wear Plates
33815	10/3/2023	Morrill Industries, Inc.	7,868.43	Coupler Starters and Gaskets
33816	10/3/2023	Motor Parts Distributors, Inc.	445.37	Oil
33817	10/3/2023	NBS	5,398.75	Consulting Services
33818	10/3/2023	Next Level Parts, Inc.	1,061.22	Batteries, Bearings, Fittings and Hoses
33819	10/3/2023	Oak Valley Hospital District	300.00	DOT Medical Exams
33820	10/3/2023	ODP Business Solutions LLC	246.37	Office Supplies
33821	10/3/2023	Pakmail	342.35	Notary and Shipping Services
33822	10/3/2023	Pape Kenworth	3,733.61	Compressor, Hardline A/C and Pallet Forks
33823	10/3/2023	P&D Ventures Inc.	2,383.21	Janitorial Services - October
33824	10/3/2023	Postma, James	10.00	Grant of Easement APN: 014-024-010
33825	10/3/2023	Quadient Finance USA, Inc.	4,000.00	Postage - 09/21/23
33826	10/3/2023	Rubicon, Inc.	1,948.18	WR# 002 and Gearbox
33827	10/3/2023	Safe-T-Lite of Modesto, Inc.	1,077.25	Decal and Wire Flags
33828	10/3/2023	Senix Corporation	133.00	Sensor
33829	10/3/2023	South San Joaquin Irrigation District	49,954.10	WR# 1902 Canyon Tunnel and JSC 5-Year Maintenance Plan
33830	10/3/2023	SWRCB-DWOCF	110.00	Drinking Water Distribution and Treatment Operator Cert. Renewal C. Ketchum
33831	10/3/2023	Steve Harkrader Trucking	28,121.00	Hauling Dirt Services
33832	10/3/2023	Streamline	497.00	Member Web Services - October
33833	10/3/2023	Sutter EAP	425.00	3rd Quarter Services 2023
33834	10/3/2023	Target Specialty Products	325.13	Pacific Blue
33835	10/3/2023	TP Express	2,475.00	Single Towable and Regular Portable Restrooms - October
33836	10/3/2023	Tri-West Tractor Incorporated	4,034.90	Drive Belt, Cylinder Assembly and Service Calls

Accounts Payable

Check Register - September 26, 2023 - October 29, 2023



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
33837	10/3/2023	UBEO Business Services	693.05	Copier Usage
33838	10/3/2023	United Rentals Northwest, Inc.	5,455.60	Chipper, Telescopic Boom Lift and Roller Rental
33839	10/3/2023	Valley Tire Sales, Inc.	4,789.61	Tires and Tire Disposal Fee
33840	10/3/2023	Verizon	1,498.95	Vehicle Tracking Services - August
33841	10/3/2023	Walsh, John	39.99	Health and Wellness Reimbursement - September
33842	10/3/2023	Wille Electric Supply Co., Inc.	420.43	Contactors
1003231	10/3/2023	Internal Revenue Service	1,070.81	Payroll Taxes
1003232	10/3/2023	Employment Development Department	37.44	Payroll Taxes
1009231	10/9/2023	Visa	1,670.71	Asphalt Bonding Agent, Cloud Storage and ACWA Region Tour
33843	10/12/2023	P G & E	10,000.00	Interconnection Study Deposit - 28 Mile Rd
1013231	10/13/2023	Internal Revenue Service	59,111.40	Payroll Taxes
1013232	10/13/2023	Employment Development Department	10,803.19	Payroll Taxes
1013233	10/13/2023	California Public Employees' Retirement System	43,164.39	Retirement Contribution
1013234	10/13/2023	ICMA Retirement	4,802.11	Retirement Contribution
1013235	10/13/2023	VOYA Retirement	9,177.14	Retirement Contribution
1013236	10/13/2023	Oak Valley Community Bank	3,415.50	Gift Cards - 2023 3rd Qtr
1014231	10/14/2023	AmeriFlex	305.50	FSA Admin Fees - September
33850	10/16/2023	ACWA-JPIA	9,853.23	Dental and Vision Insurance - November
33851	10/16/2023	Airgas USA, LLC	868.81	Cylinder Rental, Oxygen, Mixed Gas and Acetylene
33852	10/16/2023	Amazon Capital Services	3,468.16	Bit Socket, Wrench Sets, Solar Inverters, Batteries and Cables
33853	10/16/2023	CA-NV AWWA	230.00	Cross-Connection Control Specialist Application Fee - C. Ketchum
33854	10/16/2023	Ameriflex	1,481.24	FSA-125 - PPE: 10/07/23
33855	10/16/2023	Ardurra Group, Inc.	2,712.50	WR# 002 and WR# 006
33856	10/16/2023	Ayres, Michael	432.00	Health and Wellness Reimbursement Jan-Sept 2023
33857	10/16/2023	Backflow Apparatus & Valve Co.	2,329.64	Backflow Repair Kits
33858	10/16/2023	Bobcat Central, Inc.	236.44	Coupler Bracket, Seal and Relay
33859	10/16/2023	California State Disbursement Unit	533.53	Levy
33860	10/16/2023	Casey Records Management	96.00	Shredding - September
33861	10/16/2023	Central Valley Ag Grinding, Inc.	1,476.00	Green Waste - September
33862	10/16/2023	Central Valley Pump, Inc.	11,096.36	WR# 014 and WR# 020
33863	10/16/2023	Central Irrigation Modesto, LLC	3,781.49	Pipe
33864	10/16/2023	Chicago Title Co.	110.00	Refund: 3928 Santa Fe St, Riverbank
33865	10/16/2023	Coelho, Frank	111.86	Colonial Life Reimbursement
33866	10/16/2023	Comcast Business	401.10	Office Phone Charges - September
33867	10/16/2023	Condor Earth Technologies, Inc.	4,345.34	OID Ongoing CalARP Support
33868	10/16/2023	CoreLogic Solutions, LLC	300.50	Real Quest - September
33869	10/16/2023	Davids Engineering, Inc.	2,342.25	WR# 015 - Water Budget Update for 2020-2022
33870	10/16/2023	Don's Mobile Glass, Inc.	285.00	Back Window Replacement
33871	10/16/2023	Far West Laboratories, Inc.	437.00	Bac-T Tests and Post Chlorination Check
33872	10/16/2023	Fastenal Company	1,656.29	Dividers, Spade Bits, End Laps, Bolts and Batteries
33873	10/16/2023	First Choice Industrial Supply Inc.	714.56	Gloves, Towels and Can Liners
33874	10/16/2023	Fresno Valves & Castings, Inc.	13,810.34	Slide Gates
33875	10/16/2023	GAR Bennett, LLC	3,775.40	Pipe
33876	10/16/2023	Garton Tractor, Inc.	437.09	Bottom Seat Assembly and Tie Rod
33877	10/16/2023	George Reed, Inc.	206.46	Ballast
33878	10/16/2023	Gilton Solid Waste Management, Inc.	903.51	Refuse Charges - September
33879	10/16/2023	Grover Landscape Services, Inc.	3,040.00	WR# 018
33880	10/16/2023	Haidlen Ford	1,202.35	DEF Sensor Assembly, Horn Kit and Brake Pads
33881	10/16/2023	Hilmar Lumber, Inc.	2,771.10	Elbows, Tees, Couplers and Primer
33882	10/16/2023	Holt of California, Inc.	3,029.42	Dump Truck Rental
33883	10/16/2023	Hughson Farm Supply	648.13	Stihl Chaps
33884	10/16/2023	Hunt & Sons Inc.	8,564.99	Fuel
33885	10/16/2023	Interstate Truck Center	2,144.40	Clutch, Shaft Assembly, Oil Seals and Glass
33886	10/16/2023	Kaiser Foundation Health Plan, Inc.	50,350.17	Healthcare Insurance - November
33887	10/16/2023	Keyes Truck Center	1,065.72	Filter Kit and Filters
33888	10/16/2023	Mid Valley Power	10,230.00	WR# 002
33889	10/16/2023	Mission Uniform Service	471.59	Uniform Services
33890	10/16/2023	Mitch's Certified Classes	1,400.00	Cross-Connection Control Specialist Training - C Ketchum
33891	10/16/2023	Modesto Steel Company, Inc.	1,570.36	Pipe and Wear Plates
33892	10/16/2023	NBS	715.00	Consulting Services - Irrigation CAP Study
33893	10/16/2023	Next Level Parts, Inc.	938.83	Batteries, Belt, Magnet Kits, Couplings and Control Switches
33894	10/16/2023	Oakdale Golf & County Club, Inc.	71.87	Post Board Meeting Luncheon
33895	10/16/2023	Oakdale Leader	30.00	2023 Community Awareness - Fire Prevention Awareness
33896	10/16/2023	OID Improvement Districts	1,463.07	2023 September Reimbursement

Accounts Payable

Check Register - September 26, 2023 - October 29, 2023



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
33897	10/16/2023	On-Site Health & Safety	429.00	Random Drug Testing
33898	10/16/2023	Ontel Security Services, Inc.	275.00	Security Monitoring - September
33899	10/16/2023	Pakmail	43.64	Shipping Services
33900	10/16/2023	Pape Machinery - Power Plan	581.66	Hydraulic Hoses
33901	10/16/2023	P & L Concrete Products, Inc.	152.65	Concrete
33902	10/16/2023	Provost & Pritchard Consulting Group, Inc.	24,777.33	WR# 035, WR# 39 and WR# 043
33903	10/16/2023	Questica Ltd.	24,625.00	Support Services
33904	10/16/2023	Rubicon, Inc.	7,705.47	Ace Plugin Card, PSU and IP Gateway CPU
33905	10/16/2023	Safe-T-Lite of Modesto, Inc.	543.97	Reflective Signs and Decal
33906	10/16/2023	Springbrook Holding Company, LLC	153.00	Civic Pay - September
33907	10/16/2023	Stanislaus County Farm Bureau	76.00	Nut Issue Advertisement
33908	10/16/2023	Stanislaus County Dept. of Environmental Resources	6,574.00	Annual Fees
33909	10/16/2023	Stanislaus Business Alliance	37.50	Workkeys Testing - September
33910	10/16/2023	Steve Harkrader Trucking	27,053.50	Hauling Dirt Services
33911	10/16/2023	Sutter Gould Medical Foundation	175.00	Pre-Employment Medical Exam
33912	10/16/2023	Sutter Health Plus	52,117.91	Healthcare Insurance - November
33913	10/16/2023	Tim O'Laughlin A Professional Law Corporation	2,925.00	Legal Matters
33914	10/16/2023	Tri-West Tractor Incorporated	542.67	Bucket Pins and Elbows
33915	10/16/2023	USCID	500.00	Membership Renewal
33916	10/16/2023	US Bank	2,750.00	OID Water Revenue Refunding Bond 09/01/23-8/31/24
33917	10/16/2023	Valley Tire Sales, Inc.	1,935.76	Tires, Mounting and Flat Service
33918	10/16/2023	Verizon Wireless	3,131.08	Cell Phone and Ipad Charges - September
33919	10/16/2023	Verizon	1,498.95	Vehicle Tracking Services - September
33920	10/16/2023	WFG National Title Insurance Company	142.47	Refund: 9763 Pioneer Ave, Oakdale
33921	10/16/2023	Wienhoff Drug Testing, Inc.	945.00	Pre-Employment and Non-DOT Random Drug Testing
33922	10/16/2023	Wille Electric Supply Co., Inc.	84.06	Contact
1016231	10/16/2023	Internal Revenue Service	1,619.76	Payroll Taxes
1016232	10/16/2023	California Public Employees' Retirement System	1,001.36	Retirement Contribution
1016233	10/16/2023	Employment Development Department	159.07	Payroll Taxes
1024231	10/24/2023	Modesto Irrigation District	802.30	Electricity - September
33923	10/27/2023	Ace Hardware	613.23	Lockset, Chlorine and Vinyl Tubing
33924	10/27/2023	ACWA - Joint Powers Insurance Authority	335,450.00	Auto and General Liability Insurance Renewal
33926	10/27/2023	Ameriflex	1,481.24	FSA-125 - PPE: 10/21/23
33927	10/27/2023	MGE Underground	157.00	Hydrant Meter Remaining Deposit Refund
33928	10/27/2023	BG Agri Sales & Service	1,197.91	Sprayer Kit Parts
33929	10/27/2023	Boutin Jones, Inc.	607.04	Legal Matters
33930	10/27/2023	Brady Industries	1,072.69	Wiper Box Towels, Cups and Tissue
33931	10/27/2023	Bukhari, Kim	182.00	2023 CalPELRA Conference Per Diem
33932	10/27/2023	California Special Districts Association	8,600.00	2024 Membership Renewal
33933	10/27/2023	California State Disbursement Unit	533.53	Levy
33934	10/27/2023	Central Valley Pump, Inc.	732.55	WR# 021
33935	10/27/2023	Central Irrigation Modesto, LLC	64.16	Elbows
33936	10/27/2023	Ceres Pipe & Metal	115.79	Tubing
33937	10/27/2023	Chicago Title Co.	36.65	Refund: 11243 26 Mile Rd Oakdale
33938	10/27/2023	Coffee Break Service, Inc.	287.00	Coffee Services
33939	10/27/2023	Colonial Life	2,499.90	Supplemental Insurance - October
33940	10/27/2023	Condor Earth Technologies, Inc.	2,978.75	WR# 030
33941	10/27/2023	Conlin Supply Co., Inc.	310.91	Walk Through Gate
33942	10/27/2023	Consumers Choice Pest Control	85.00	Quarterly Pest Control Services
33943	10/27/2023	Crowe, Ron & Denice	4,002.37	Small Claim Reimbursement
33944	10/27/2023	Cutting Edge Supply	1,564.71	Skip Blade, Tooth, Pin and Bolts
33945	10/27/2023	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	8,903.00	Legal Matters
33946	10/27/2023	Ellis Self Storage, Inc.	101.00	Storage - November
33947	10/27/2023	Fresno Valves & Castings, Inc.	1,755.41	Slide Gate
33948	10/27/2023	George Reed, Inc.	846.24	AB-CL II
33949	10/27/2023	George W. Lowry, Inc.	3,967.63	Grease and Oil
33950	10/27/2023	Gilton Resource Recovery Transfer Facility, Inc.	457.62	Solid Waste and Concrete - September
33951	10/27/2023	Haidlen Ford	230.71	DEF
33952	10/27/2023	Hassell, Julie M.	213.00	2023 Board Secretary/Clerk Conference Per Diem
33953	10/27/2023	Hunt & Sons Inc.	11,743.03	Fuel
33954	10/27/2023	Interstate Truck Center	737.26	Starter Assembly
33955	10/27/2023	Krohne Inc.	502.86	Backplane Board

Accounts Payable

Check Register - September 26, 2023 - October 29, 2023



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
33956	10/27/2023	Liebert Cassidy Whitmore	28.00	Personnel Rules Update 2022
33957	10/27/2023	Lincoln National Life Insurance Company	1,246.41	Life Insurance - October and November
33958	10/27/2023	Mission Uniform Service	1,392.65	Uniform Services
33959	10/27/2023	Modesto Color Center	213.64	Paint
33960	10/27/2023	Morrill Industries, Inc.	2,218.57	Coupler Flanged and Starter
33961	10/27/2023	Multi Distributing LLC	4,740.00	Concrete K-Rails
33962	10/27/2023	Network Builders IT, Inc.	4,706.25	Trend Micro Renewal, Microsoft 365 Migration Deposit
33963	10/27/2023	Next Level Parts, Inc.	839.36	Solid-A-Sorb, Batteries, Fittings and Hoses
33964	10/27/2023	Oakdale Locksmith	175.05	Commerical Grade Lever Set
33965	10/27/2023	Occu-Med, Ltd.	282.60	Pre-Employment Medical Exam
33966	10/27/2023	ODP Business Solutions LLC	718.66	Office Supplies
33967	10/27/2023	Operating Engineers Union Local No. 3	3,128.00	Union Dues - PPE: 10/21/23
33968	10/27/2023	P G & E	50,911.90	Electricity - September
33969	10/27/2023	P & L Concrete Products, Inc.	99.28	Concrete
33970	10/27/2023	Rubicon, Inc.	2,413.90	PCB, Sonaray and Modbus ID
33971	10/27/2023	Soares, Josh	307.84	Tuition Reimbursement
33972	10/27/2023	Stanislaus County Tax Collector	1,181.34	Assessments
33973	10/27/2023	Steve Harkrader Trucking	18,910.00	Hauling Dirt Services
33974	10/27/2023	Stewart Title of California, Inc.	73.25	Refund: 25368 E. Mariposa Rd, Escalon
33975	10/27/2023	Target Specialty Products	75,434.32	Clearcast, Round Up, Herbicide, Capstone and Pendulum
33976	10/27/2023	Teter, LLP	3,482.50	WR# 003
33977	10/27/2023	Tri-West Tractor Incorporated	3,173.18	Links, Pins, Bushings, Belts and Filters
33978	10/27/2023	9709 Partridge, LLC	15.60	Refund Check 005431-000, 9709 Partridge Court
33979	10/27/2023	United Rentals Northwest, Inc.	5,077.37	Chipper and Boom Rental
33980	10/27/2023	Van Ruiten, Cornelius & Tyra	10.00	Grant of Easement APN: 010-035-023
33981	10/27/2023	White Cap Construction Supply	108.38	Rope
33982	10/27/2023	Wille Electric Supply Co., Inc.	163.96	Conduit
1027231	10/27/2023	Internal Revenue Service	61,787.46	Payroll Taxes
1027232	10/27/2023	VOYA Retirement	9,213.00	Retirement Contribution
1027233	10/27/2023	ICMA Retirement	4,781.26	Retirement Contribution
1027234	10/27/2023	California Public Employees' Retirement System	43,694.20	Retirement Contribution
1027235	10/27/2023	Employment Development Department	11,518.21	Payroll Taxes
			<u>\$ 1,562,890.79</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
11/07/2023

Voided Checks: 33844-48, 33925

THE FOREGOING CLAIMS, NUMBERED 33783 THROUGH 33982, 927231, 929231 THROUGH 929235, 930231, 1001231 THROUGH 1002232, 1003231 THROUGH 1003232, 1009231, 1013231 THROUGH 1013236, 1014231, 1016231 THROUGH 1016233, 1024231, 1027231 THROUGH 1027235. INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: November 07, 2023
Item Number: 3
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICTS' STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve OID Improvement Districts' Statement of Obligations

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Oakdale Irrigation District	September O & M Expenses	\$ 74,580.61

Total Obligations: \$ 74,580.61

FISCAL IMPACT: \$74,580.61

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

0165

DATE: 10/24/2023		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	September O & M Expense	I.D. #	September O & M Expense		
1	\$262.88	31	\$346.72		Note: Included Misc. Recon. Items
2	283.92	36	269.41		
8	280.65	38	285.55		
13	277.38	41	17,440.56		
19	2,247.11	45	10,384.96		
20	265.86	46	15,512.26		
21	275.75	48	308.21		
22	8,215.52	51	15,388.83		
26	264.51	52			
29	2,270.53				
SUB-TOTAL	\$14,644.11	SUB-TOTAL	\$59,936.50	SUB-TOTAL	\$0.00
				VOUCHER CHARGES	
				Maintenance & Operations	
				Prepaid Expense	
				TOTAL AMOUNT	
				\$74,580.61	

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2023 - OCTOBER 24, 2023**

CHECK NO.	PAYABLE TO:	AMOUNT	DATE
0154	VOID		
0155	OAKDALE IRRIGATION DISTRICT	\$ 14,783.32	02/01/2023
0156	OAKDALE IRRIGATION DISTRICT	7,935.11	03/01/2023
0157	OAKDALE IRRIGATION DISTRICT	11,164.85	03/29/2023
0158	VOID		
0159	OAKDALE IRRIGATION DISTRICT	10,830.95	04/26/2023
0160	OAKDALE IRRIGATION DISTRICT	12,444.29	05/24/2023
0161	OAKDALE IRRIGATION DISTRICT	30,350.19	06/29/2023
0162	OAKDALE IRRIGATION DISTRICT	23,779.27	07/19/2023
0163	OAKDALE IRRIGATION DISTRICT	33,800.06	08/22/2023
0164	OAKDALE IRRIGATION DISTRICT	42,040.32	09/26/2023
0165	OAKDALE IRRIGATION DISTRICT	74,580.61	10/24/2023

THE FOREGOING CLAIM NUMBERED 0165 WERE APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 4
APN: N/A

SUBJECT: MISCELLANEOUS RATES AND CHARGES FOR SPECIAL SERVICES AND DEEP WELL RENTAL CHARGES FOR 2024

RECOMMENDED ACTION: Approve the 2024 Miscellaneous Rates and Charges for Special Services and Deep Well Rental Charges effective January 1, 2024

BACKGROUND AND/OR HISTORY:

The District provides many special services for individual or prospective customers. Because these services do not benefit all of the customers of the District, the charges for these services are based on recovery of the costs related to providing the services. The Miscellaneous Rates and Charges Model was developed to perform the calculations and document the level of effort and costs associated with each charge. The Deep Well rental usage rates are calculated based on direct costs.

Per Resolution 2016-43, the Schedule of Miscellaneous Rates and Charges for Special Services is updated on an annual basis on or about January 1st of each year based on the formulas provided in the Miscellaneous Rates and Charges Model.

The Miscellaneous charges allocate costs related to the services provided as follows:

- In-District customers were set at 50% of the labor component plus 100% of any direct costs with the exception of the title transfer charge.
- Out-of-District customer rates were set at 100% of the cost of service.

Staff recommends that the 2024 rates be set at the rates on the attached Miscellaneous Rates and Charges Schedule and the Deep Well rental usage rates effective January 1, 2024.

FISCAL IMPACT: \$10,000 estimate

ATTACHMENTS:

- Miscellaneous Rates & Charges Schedule effective January 1, 2024
- Deep Well Rental Usage Rates effective January 1, 2024

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT MISCELLANEOUS RATES & CHARGES SCHEDULE EFFECTIVE JANUARY 1, 2024							
		2024 Rates			2023 Rates		
Rate / Charge	Rate / Charge Purpose	In-District	Out-of-District	Unit/Details	In-District	Out-of-District	
Ag Pump Rental Usage Charge	A charge to reimburse the District for the costs associated to an individual landowner use of District pumps.	\$330.00	\$660.00	Plus cost of power and O&M	\$330.00	\$660.00	
Annexation Fee	A charge to reimburse the District for its costs incurred for construction, maintenance, and purchase of existing capital facilities used by the District.	N/A	\$4,100.00	Per acre	N/A	\$4,000.00	
Construction Water for OID Domestic Water System	A charge to reimburse the District for costs associated to an individual's use of a rural water meter and water costs.	\$165.00	\$330.00	\$500 retainer plus processing charge plus current rural water per c.f. use charge	\$165.00	\$330.00	
Copying Charge	A charge to reimburse the District for the copying costs and staff time.	\$0.29	\$0.29	Per page	\$0.28	\$0.28	
Delinquent Account County Processing Charge	A charge for the processing delinquent payments previously forwarded to the county.	\$108.00	N/A	Includes \$40.00 fee payable to the county	\$107.00	N/A	
Discharge - Agricultural Permit	A charge to cover the cost of managing the discharge into District facilities year-round.	\$2,350.00	\$4,700.00	Paid annually	\$2,285.00	\$4,570.00	
Discharge - Storm Permit	A charge to cover the cost of managing the discharge into District facilities during the winter only.	\$320.00	\$640.00	Paid annually	\$325.00	\$650.00	
District Map Copies	A charge to reimburse the District for the copying costs and staff time.	\$43.00	\$43.00		\$43.00	\$43.00	
Drainage Development Charge	A charge to cover the costs associated with drainage developments.	\$500.00	\$500.00	Retainer plus all costs (legal, pumping, etc.)	\$500.00	\$500.00	
Lien Release Charge	A charge for processing lien releases on liens previously forwarded to the county.	\$77.00	\$77.00	Plus applicable county charge	\$76.00	\$76.00	
Pumping from OID Canals	Staff time to process and monitor pumping from OID canals.	\$115.00	\$230.00	Per month	\$115.00	\$230.00	
Reimbursement of Expenses	A charge to cover staff time in processing payments related to individual special services.	7.50%	15.00%		7.50%	15.00%	
Return Check Charge	A charge for the cost of processing or reprocessing any invalid check or instrument used to pay a charge to the District.	\$46.00	\$46.00	Plus applicable bank costs	\$44.00	\$44.00	

OAKDALE IRRIGATION DISTRICT MISCELLANEOUS RATES & CHARGES SCHEDULE EFFECTIVE JANUARY 1, 2024							
		2024 Rates			2023 Rates		
Rate / Charge	Rate / Charge Purpose	In-District	Out-of-District	Unit/Details	In-District	Out-of-District	
Rural Water Buy-In Fees	A charge for connecting to the OID Rural Water System.	\$26,070.00	N/A	Based on Rural Water System replacement costs divided by Total anticipated connections.	\$9,620.00	n/a	
Special Projects charge	A charge for a deposit toward the average processing time to review and complete estimates for Special Projects.	\$1,500.00	\$1,500.00	Deposit to be applied to total actual costs	\$1,000.00	\$1,000.00	
Structure Application Review Charge	A charge for the average processing time to review and process Structure Applications.	\$500.00	\$1,000.00		\$505.00	\$1,010.00	
Surface Irrigation Water Reconnection Charge	A charge to cover the cost and preparation of a statement itemizing the current year plus one year's water charges.	\$320.00	N/A	Plus a 5-year minimum / 10-year maximum of water charges, plus physical reconnection costs	\$320.00	N/A	
Surface Irrigation Water New Connection Charge	A charge to cover the cost and preparation of a statement itemizing the current year plus one year's water charges.	\$320.00	N/A	Plus current year water charges, plus physical reconnection costs	\$320.00	N/A	
Surface Irrigation Water Service Abandonment Charge	A charge to cover time and cost of physical disconnect.	\$320.00	N/A	Plus physical disconnect costs	\$320.00	N/A	
Audio Recording - Flashdrive	A charge to cover the cost of the tape and staff time to copy.	\$19.00	\$19.00		\$19.00	\$19.00	
Temporary Use of District Conveyance Channels	A charge to cover time.	\$250.00	\$500.00		\$255.00	\$510.00	
Title Transfer Charge	A charge per deed for processing title changes on all District records, excluding changes as a result of a death.	\$46.00	N/A		\$45.00	N/A	
Water Theft Fine	A fine for the recovery of damages for the unauthorized diverting of water or tampering with OID water conveyance.	\$500	\$500	<u>Non-Drought Year Fine</u> 1st offense *	\$500	\$500	
		\$750	\$750	2nd offense *	\$750	\$750	
		\$1,250	\$1,250	3rd offense *	\$1,250	\$1,250	
				<u>Drought Year Fine</u> 1st offense *			
		\$1,500	\$1,500	2nd offense *	\$1,500	\$1,500	
		\$2,500	\$2,500	* Plus out-of-district water charges for volume of water used.	\$2,500	\$2,500	

**OAKDALE IRRIGATION DISTRICT
2024 DEEP WELL RENTAL USAGE RATES**

SITE NAME:	Cost per Acre Foot	Prior Year Rates
DEEP WELLS		
Allen	\$54.15	\$46.87
Bentley	\$51.58	\$44.65
Birnbaum	\$71.31	\$61.73
Burnett	\$34.70	\$29.83
Campbell	\$38.38	\$38.96
Crane	\$60.81	\$52.28
Fairbanks	\$61.25	\$53.39
Furtado	\$92.16	\$79.77
Hirschfeld	\$52.75	\$45.65
Howard	\$55.37	\$47.93
Huffman	\$31.06	\$26.71
Marquis	\$33.43	\$24.94
Mc Math	\$60.07	\$51.64
North Main	\$73.08	\$62.96
Paulsell #1	\$44.75	\$30.26
Paulsell #2	\$55.86	\$48.03
Riverbank	\$38.10	\$32.76
South Main #1	\$68.50	\$46.77
South Main #2	\$63.76	\$54.83
Steinegul	\$33.27	\$34.12
Tennant	\$51.32	\$44.42
Thornton	\$54.30	\$46.69
Valley Home	\$36.39	\$36.94
Weimer	\$59.83	\$51.78
Wyatt	\$24.48	\$36.87
RIVER PUMPS		
Brady	\$9.20	\$7.93
Crawford	\$17.84	\$15.44
Gambini	\$16.26	\$14.01

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 5
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2023

RECOMMENDED ACTION: Approve the Treasurer's Report and Financial Statements for the Nine Months Ending September 30, 2023

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of September 30, 2023. The month ended with \$54.7 million in designated reserves, \$1.6 million in restricted cash and \$23.2 million in operating cash.

As of the financial statement date of September 30, 2023, the District realized 122.6% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 29.0% of the budgeted expenditures. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

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

Board Motion:

Motion by: _____ Second by: _____

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2023

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING SEPTEMBER 30, 2023

PERIOD ENDING	9/30/2023	RATE	8/31/2023	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$176,770.36	3.534%	\$176,770.36	\$0.00
OAK VALLEY COMMUNITY BANK CHECKING	1,496,092.95		2,691,334.28	(1,195,241.33)
OVCB BUSINESS PLUS SAVINGS	11,012,770.68		10,964,498.85	48,271.83
US BANK	65,209,788.73	4.120%	65,096,169.23	113,619.50
<i>TOTAL TREASURY FUNDS</i>	<u>77,895,422.72</u>		<u>78,928,772.72</u>	<u>(1,033,350.00)</u>
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,562,394.97		1,598,759.49	(36,364.52)
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	<u>1,562,394.97</u>		<u>1,598,759.49</u>	<u>(36,364.52)</u>
<u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u>	<u>\$79,457,817.69</u>		<u>\$80,527,532.21</u>	<u>(\$1,069,714.52)</u>

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING SEPTEMBER 30, 2023

DISTRICT CASH AND CASH EQUIVALENTS		9/30/2023	9/30/2022	NET CHANGE
Beginning Balance: 9/1/2023		\$78,928,772.72		
Receipts / Earnings / Transfers		461,647.54		
Expenditures / Transfers		(1,494,997.54)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	9/30/2023	\$77,895,422.72	\$73,361,134.77	\$4,534,287.95

GENERAL FUND

Beginning Balance: 9/1/2023 \$24,240,209.70

RECEIPTS / EARNINGS

Tri Dam Cash Receipts \$0.00

Net Investment Income 125,715.49

Collection Receipts 335,932.05

Total Receipts: 461,647.54

EXPENDITURES

Accounts Payable 948,657.91

Payroll 546,339.63

Total Expenditures: (1,494,997.54)

BALANCE ON HAND: 9/30/2023

\$23,206,859.70	\$21,507,043.45	\$1,699,816.25
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DESIGNATED FUNDS:

JOINT CANYON TUNNEL PROJECT RESERVE

Beginning Balance: 9/1/2023 \$14,474,566.76

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:

\$14,474,566.76	\$12,529,880.53	\$1,944,686.23
-----------------	-----------------	----------------

CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 9/1/2023 \$10,559,975.25

Transfer from General Fund 0.00

Transfer to General Fund 0.00

BALANCE ON HAND: 9/30/2023

\$10,559,975.25	\$5,911,438.88	\$4,648,536.37
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DEBT SERVICE RESERVE - maximum \$21,145,000

Beginning Balance: 9/1/2023 \$13,000,000.00

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:

\$13,000,000.00	\$16,000,000.00	(\$3,000,000.00)
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OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING SEPTEMBER 30, 2023

DISTRICT CASH AND CASH EQUIVALENTS	9/30/2023	9/30/2022	NET CHANGE
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OPERATING FACILITY PROJECT RESERVE

Beginning Balance: 9/1/2023	\$10,453,355.86		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$10,453,355.86	\$4,783,896.01	\$5,669,459.85

MUNICIPAL CONSERVATION PROJECT RESERVE

Beginning Balance: 9/1/2023	\$7,381.46		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$7,381.46	\$198,873.49	(\$191,492.03)

RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE

Beginning Balance: 9/1/2023	\$2,507,937.96		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$2,507,937.96	\$7,007,937.96	(\$4,500,000.00)

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 9/1/2023	\$1,160,211.76		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 9/30/2023	\$1,160,211.76	\$1,085,724.05	\$74,487.71

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE

Beginning Balance: 9/1/2023	\$490,836.93		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 9/30/2023	\$490,836.93	\$187,137.19	\$303,699.74

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

Beginning Balance: 9/1/2023	\$1,025,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 9/30/2023	\$1,025,000.00	\$3,075,000.00	(\$2,050,000.00)

EMPLOYEE COMPENSATION ABSENCES RESERVE

Beginning Balance: 9/1/2023	\$1,009,297.04		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 9/30/2023	\$1,009,297.04	\$1,074,203.21	(\$64,906.17)

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING SEPTEMBER 30, 2023

DISTRICT CASH AND CASH EQUIVALENTS	9/30/2023	9/30/2022	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 9/1/2023	\$1,598,759.49		
Receipts	5,685.80		
Expenditures	(42,050.32)		
BALANCE ON HAND: 9/30/2023	\$1,562,394.97	\$1,496,271.23	\$66,123.74

FILED: October 23, 2023 STATE OF CALIFORNIA / COUNTY OF STANISLAUS

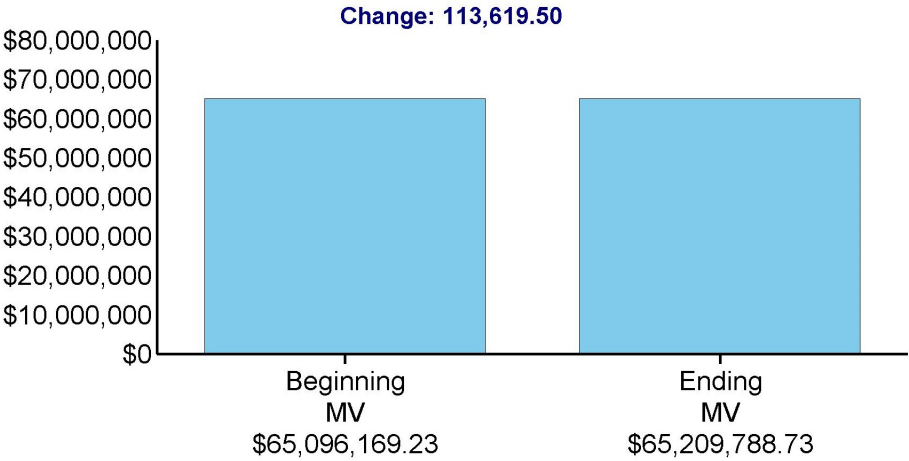


OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 1 of 11
September 1, 2023 to September 30, 2023

MARKET VALUE SUMMARY

	Current Period 09/01/23 to 09/30/23
Beginning Market Value	\$65,096,169.23
Taxable Interest	59,246.19
Change in Investment Value	54,373.31
Ending Market Value	\$65,209,788.73



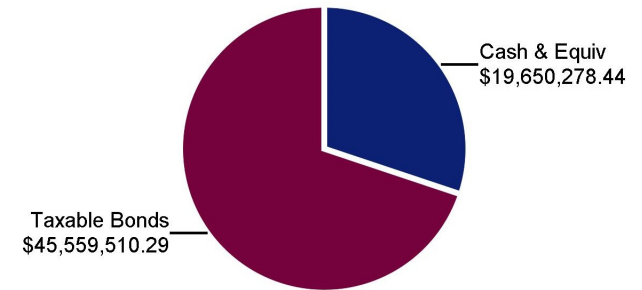


OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

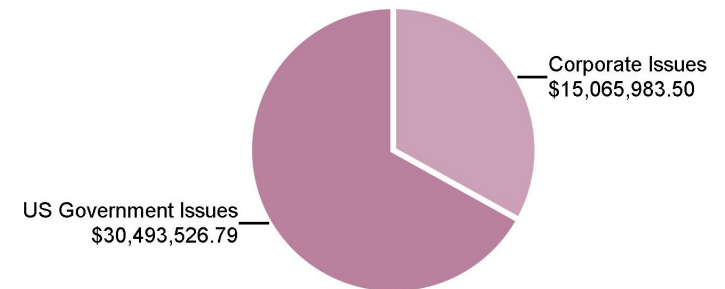
Page 2 of 11
September 1, 2023 to September 30, 2023

ASSET SUMMARY

Assets	Current Period Market Value	% of Total	Estimated Annual Income
Cash & Equivalents	19,650,278.44	30.10	1,074,682.92
Taxable Bonds	45,559,510.29	69.90	1,617,043.55
Total Market Value	\$65,209,788.73	100.00	\$2,691,726.47



Fixed Income Summary





OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 3 of 11
September 1, 2023 to September 30, 2023

INCOME SUMMARY

	Income Received Current Period
Taxable Interest	59,246.19
Total Current Period Income	\$59,246.19



OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 4 of 11
September 1, 2023 to September 30, 2023

CASH SUMMARY	
	Cash
Beginning Cash 09/01/2023	\$0.00
Taxable Interest	59,246.19
Purchases	-2,000,000.00
Net Money Market Activity	1,940,753.81
Ending Cash 09/30/2023	\$0.00



OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 5 of 11
September 1, 2023 to September 30, 2023

ASSET DETAIL

Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Cash & Equivalents							
Cash/Money Market							
Cooperatieve Centrale C P - 21687AB10 02/01/2024							
2,175,000.000	98.0650	2,132,913.75	2,115,206.83	17,706.92	3.3	122,609.59	5.75
Cooperatieve Centrale C P - 21687ABE2 02/14/2024							
825,000.000	97.8590	807,336.75	801,088.75	6,248.00	1.2	46,423.44	5.75
Fidelity Govt Portfolio CI I - 316175108 #57							
3,704,719.690	1.0000	3,704,719.69	3,704,719.69	0.00	5.7	193,849.24	5.23
Lloyds Bk Corporate Mkts Plc C P - 53948BXQ7 10/24/2023							
3,100,000.000	99.6710	3,089,801.00	2,988,379.33	101,421.67	4.7	154,324.03	4.99
Mufg Bank Ltd Ny Bra C P - 62479MYM9 11/21/2023							
1,950,000.000	99.2440	1,935,258.00	1,912,588.17	22,669.83	3.0	110,123.53	5.69
National Secs Clearing C P - 63763QX28 10/02/2023							
1,400,000.000	100.0000	1,400,000.00	1,382,925.06	17,074.94	2.1	75,088.59	5.36
National Secs Clearing C P - 63763QXP7 10/23/2023							
1,500,000.000	99.6860	1,495,290.00	1,481,618.33	13,671.67	2.3	81,820.85	5.47
Natixis N Y Brh Disc Coml C P - 63873KZ42 12/04/2023							
3,000,000.000	99.0310	2,970,930.00	2,925,940.00	44,990.00	4.6	167,900.00	5.65
Sumitomo Mitsui Tr Bk Ltd Ny C P - 86563HX47 10/04/2023							
425,000.000	99.9710	424,876.75	421,506.74	3,370.01	0.7	23,182.54	5.46



OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 6 of 11
September 1, 2023 to September 30, 2023

ASSET DETAIL (continued)

Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Toyota Mtr Cr Corp Disc Coml C P - 89233GE36 05/03/2024							
1,750,000.000	96.5230	1,689,152.50	1,677,316.67	11,835.83	2.6	99,361.11	5.88
Total Cash/Money Market		\$19,650,278.44	\$19,411,289.57	\$238,988.87	30.1	\$1,074,682.92	
Total Cash & Equivalents		\$19,650,278.44	\$19,411,289.57	\$238,988.87	30.1	\$1,074,682.92	

Taxable Bonds

US Government Issues

Federal Home Loan Bks - 313384ST7 Discount Note 02/06/2024							
1,707,000.000	98.1730	1,675,813.11	1,652,938.36	22,874.75	2.6	90,516.05	5.40
Federal Home Loan Bks - 3130ARHG9 2.125 02/28/2024							
5,000,000.000	98.6340	4,931,700.00	4,963,280.00	-31,580.00	7.6	106,250.00	2.15
Federal Farm Credit Bks - 3133ENWP1 2.625 05/16/2024							
5,000,000.000	98.2950	4,914,750.00	4,993,595.00	-78,845.00	7.5	131,250.00	2.67
Federal Home Loan Bks - 3130A1XJ2 2.875 06/14/2024							
4,900,000.000	98.0840	4,806,116.00	4,919,727.40	-113,611.40	7.4	140,875.00	2.93
Federal Home Loan Bks - 3130AV7L0 5.000 02/28/2025							
5,000,000.000	99.5000	4,975,000.00	4,988,100.00	-13,100.00	7.6	250,000.00	5.02
F N M A Deb - 3135G03U5 0.625 04/22/2025							
4,512,000.000	93.0640	4,199,047.68	4,188,670.08	10,377.60	6.4	28,200.00	0.67



OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 7 of 11
September 1, 2023 to September 30, 2023

ASSET DETAIL (continued)

Security Description

	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 3130AWLY4 5.125 06/13/2025	5,000,000.000	99.8220	4,991,100.00	5,010,290.00	-19,190.00	7.7	256,250.00	5.13
Total US Government Issues			\$30,493,526.79	\$30,716,600.84	-\$223,074.05	46.8	\$1,003,341.05	

Corporate Issues

Jpmorgan Chase Co - 46625HJT8 Medium Term Note 3.875 02/01/2024	1,300,000.000	99.2900	1,290,770.00	1,417,936.00	-127,166.00	2.0	50,375.00	3.90
Pub Svc Elec Gas - 74456QBD7 Medium Term Note 3.750 03/15/2024	2,000,000.000	99.0020	1,980,040.00	1,975,680.00	4,360.00	3.0	75,000.00	3.79
Bank Of America Corp - 06051GFF1 Medium Term Note 4.000 04/01/2024	1,770,000.000	99.0660	1,753,468.20	1,754,070.00	-601.80	2.7	70,800.00	4.04
Massmutual Gbl Fdg II Mtn - 57629XBR8 Medium Term Note 2.750 06/22/2024	2,000,000.000	97.8630	1,957,260.00	1,954,020.00	3,240.00	3.0	55,000.00	2.81
Entergy La LLC L P - 29364WBK3 0.950 10/01/2024	1,155,000.000	95.3360	1,101,130.80	1,091,856.15	9,274.65	1.7	10,972.50	1.00
Caterpillar Finl Svcs Mtns - 14913R2Y2 Medium Term Note 4.900 01/17/2025	2,000,000.000	99.2960	1,985,920.00	2,013,940.00	-28,020.00	3.0	98,000.00	4.93



OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 8 of 11
September 1, 2023 to September 30, 2023



ASSET DETAIL (continued)

Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
John Deere Capital Corporation - 24422EWW5 Medium Term Note 4.950 06/06/2025							
2,000,000.000	99.3460	1,986,920.00	1,998,880.00	-11,960.00	3.0	99,000.00	4.98
State Street Corp - 857477AT0 3.550 08/18/2025							
1,050,000.000	96.0490	1,008,514.50	1,016,316.00	-7,801.50	1.5	37,275.00	3.70
Citibank - 17325FBA5 5.864 09/29/2025							
2,000,000.000	100.0980	2,001,960.00	2,000,000.00	1,960.00	3.1	117,280.00	5.86
Total Corporate Issues		\$15,065,983.50	\$15,222,698.15	-\$156,714.65	23.1	\$613,702.50	
Total Taxable Bonds		\$45,559,510.29	\$45,939,298.99	-\$379,788.70	69.9	\$1,617,043.55	
Total Assets		\$65,209,788.73	\$65,350,588.56	-\$140,799.83	100.0	\$2,691,726.47	
Estimated Current Yield							4.12

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

Estimated Current Yield and Estimated Annual Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.



OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 9 of 11
September 1, 2023 to September 30, 2023

TRANSACTION DETAIL

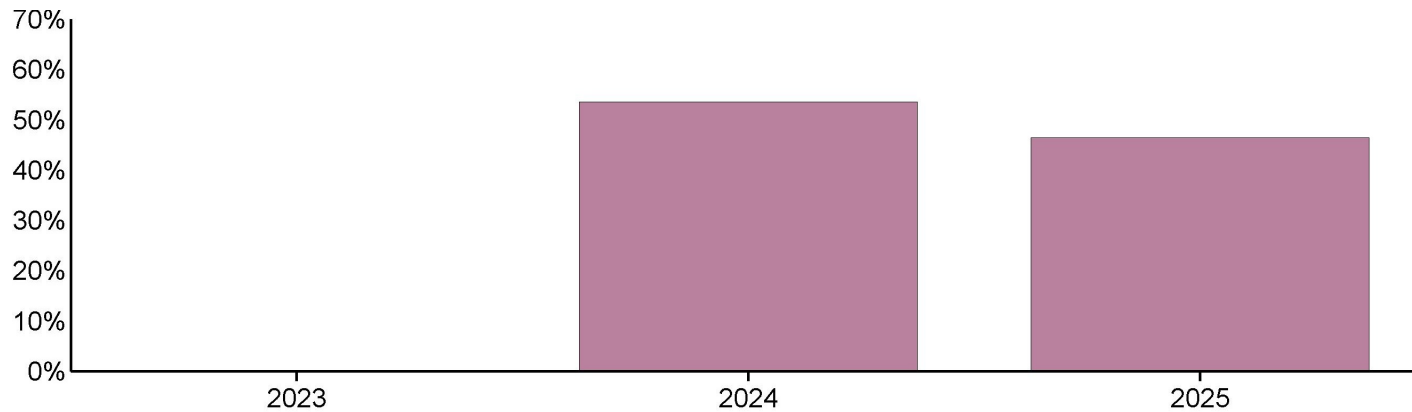
Date Posted	Activity	Description	Cash	Tax Cost
Beginning Balance 09/01/2023			\$0.00	\$65,291,342.37
09/01/23	Asset Income	Interest Earned On Fidelity Govt Port Cl I Interest From 8/1/23 To 8/31/23	21,746.19	
09/15/23	Asset Income	Interest Earned On Pub Svc Elec Gas Mtn 3.750% 3/15/24 0.01875 USD/\$1 Pv On 2,000,000 Par Value Due 9/15/23	37,500.00	
09/29/23	Purchase	Purchased 2,000,000 Par Value Of Citibank 5.864% 9/29/25 Trade Date 9/26/23 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 8326902112773075 2,000,000 Par Value At 100 %	-2,000,000.00	2,000,000.00
	Purchase	Combined Purchases For The Period 9/ 1/23 - 9/30/23 Of Fidelity Govt Port Cl I	-59,246.19	59,246.19
	Sale	Combined Sales For The Period 9/ 1/23 - 9/30/23 Of Fidelity Govt Port Cl I	2,000,000.00	-2,000,000.00
Ending Balance 09/30/2023			\$0.00	\$65,350,588.56



OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 10 of 11
September 1, 2023 to September 30, 2023

BOND SUMMARY



	Par Value	Market Value	Percentage of Category
MATURITY			
2023	0.00	0.00	0.00
2024	24,832,000.00	24,411,048.11	53.59
2025	21,562,000.00	21,148,462.18	46.41
Total of Category	\$46,394,000.00	\$45,559,510.29	100.00

MOODY'S RATING

Aaa	29,412,000.00	28,817,713.68	63.25
Aa3	4,000,000.00	3,959,220.00	8.69
A1	6,120,000.00	6,032,792.70	13.24
A2	5,155,000.00	5,073,970.80	11.14
N/A	1,707,000.00	1,675,813.11	3.68
Total of Category	\$46,394,000.00	\$45,559,510.29	100.00



OAKDALE IRRIGATION DIST
ACCOUNT NUMBER:

Page 11 of 11
September 1, 2023 to September 30, 2023

BOND SUMMARY (continued)

	Par Value	Market Value	Percentage of Category
S&P RATING			
AA+	31,412,000.00	30,774,973.68	67.55
A+	2,000,000.00	2,001,960.00	4.39
A	8,205,000.00	8,062,525.30	17.70
A-	3,070,000.00	3,044,238.20	6.68
N/A	1,707,000.00	1,675,813.11	3.68
Total of Category	\$46,394,000.00	\$45,559,510.29	100.00

BOND SUMMARY MESSAGES

Data contained within this section excluded Mutual Funds, Exchange Traded Funds, and Closed-Ended Funds.

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

September 30, 2023

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT



TABLE OF CONTENTS

	<u>PAGE NO.</u>
STATEMENT OF NET POSITION	1
REVENUES, EXPENSES, AND CHANGES IN NET ASSETS	2
REVENUE DETAIL	3
OPERATING EXPENSES SUMMARY	4
CAPITAL AND DEBT EXPENDITURES	5

Oakdale Irrigation District
Statement of Net Position
September 30, 2023 and 2022



	2023	2022	Change
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 12,686,384	\$ 9,329,519	\$ 3,356,865
Restricted Cash and cash equivalents	1,562,395	1,496,271	66,124
Investments	65,209,789	64,032,366	1,177,423
Receivables			
Agricultural water fees	552,075	478,693	73,381
Due from other governmental agencies	1,832	2,062	(230)
Miscellaneous	38,466	200,201	(161,735)
Domestic water fees	16,362	12,953	3,409
Inventory of materials and supplies	807,817	760,167	47,651
Prepaid expenses	430,919	407,287	23,632
Due from Improvement Districts	72,818	10,989	61,829
Total current assets	81,378,857	76,730,509	4,648,348
Noncurrent assets:			
Accounts receivable - delinquencies	1,406	14,128	(12,721)
Due from other governmental agencies	-	-	-
Annexation fees receivable	10,377,111	11,330,439	(953,328)
Investments in Tri-Dam Project/Authority	59,316,999	58,615,544	701,455
Capital assets:			
Not being depreciated	9,262,579	7,824,139	1,438,440
Being depreciated, net	105,984,818	104,570,370	1,414,447
Total noncurrent assets	184,942,912	182,354,620	2,588,292
Total assets	266,321,769	259,085,129	7,236,640
Deferred outflows of resources			
Pensions	2,372,153	760,863	1,611,290
Bonds	2,620,565	2,784,350	(163,785)
Total deferred outflows of resources	4,992,718	3,545,213	1,447,505
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	271,314,487	262,630,342	8,684,145
LIABILITIES			
Current liabilities:			
Payable from nonrestricted assets			
Accounts payable	324,463	444,503	(120,040)
Accrued salaries, wages and related benefits	969,356	1,063,447	(94,091)
Unearned revenue	139	-	139
Deposits payable	48,646	116,364	(67,718)
Due to Improvement Districts	1,463	1,139	324
Claims payable	75,000	50,000	25,000
Long-term liabilities, due within one-year	24,801	-	24,801
Total current liabilities	1,443,869	1,675,453	(231,584)
Noncurrent liabilities:			
Long-term liabilities, due in more than one-year, net	22,946,039	24,207,478	(1,261,439)
Pensions	6,348,945	2,320,868	4,028,077
Total noncurrent liabilities	29,294,984	26,528,346	2,766,638
TOTAL LIABILITIES	30,738,853	28,203,799	2,535,054
DEFERRED INFLOWS OF RESOURCES			
Pensions	-	2,025,996	(2,025,996)
Total deferred inflows of resources	-	2,025,996	(2,025,996)
Net Position			
Net investment in capital assets	93,428,108	89,208,529	4,219,578
Restricted	1,562,395	1,496,271	66,124
Unrestricted	145,585,131	141,695,747	3,889,384
TOTAL NET POSITION	\$ 240,575,634	\$ 232,400,547	\$ 8,175,087

FOR INTERNAL REPORTING PURPOSES ONLY

Page 1

Oakdale Irrigation District
Statement of Revenues, Expenses, and Changes in net position
For the One Month and Nine Months Ended September 30, 2023



	Current Month	YTD Actual	2023 Budget	Budget Remaining	% of 2023 Budget Remaining
Operating revenues:					
Agricultural water deliver charges (base rate)	\$ 1,188	\$ 2,259,101	\$ 2,263,000	\$ 3,899	0%
Water sales	7,980	2,346,434	3,081,900	735,466	24%
Domestic water delivery fee	24,056	168,570	247,000	78,430	32%
Improvement District Fees	46,788	46,788	58,820	12,032	20%
Other water related revenues	53,472	128,522	69,000	(59,522)	0%
Total operating revenues	133,484	4,949,416	5,719,720	770,304	13%
Operating expenses:					
Operation and maintenance	723,695	5,410,805	6,763,470	1,352,665	20%
Water operations	579,129	3,241,855	4,195,220	953,366	23%
General and administrative	27,024	1,725,312	3,514,455	1,789,143	51%
Depreciation / amortization	290,000	2,550,000	3,585,000	1,035,000	29%
Total operating expenses	1,619,847	12,927,972	18,058,145	5,130,173	28%
Operating Income (loss)	(1,486,363)	(7,978,555)	(12,338,425)	(4,359,870)	35%
Nonoperating revenues (expenses):					
County property tax appropriations	6,723	1,840,704	3,500,000	1,659,296	47%
Net Investment income (loss)	125,715	1,978,703	725,000	(1,253,703)	0%
Gain (loss) sale of assets	-	6,171	-	(6,171)	0%
Debt service interest	(1,743)	(574,076)	(995,000)	(420,924)	42%
Tri-Dam Project distributions	-	12,370,000	7,000,000	(5,370,000)	0%
Tri-Dam Power Authority distributions	-	2,200,000	2,100,000	(100,000)	0%
Other non-operating revenue	1,000	9,000	12,000	3,000	25%
Total non-operating rev. (exp.)	131,696	17,830,500	12,342,000	(5,488,500)	0%
	(1,354,667)	9,851,945	3,575	(9,848,370)	
Capital contributions	-	3,434	-	-	
Change in net position	\$ (1,354,667)	\$ 9,855,379	\$ 3,575	\$ (9,848,370)	0%
Capital expenditures & debt obligations	\$ 152,365	\$ 3,011,168	\$ 24,378,300	\$ 21,367,132	88%

Oakdale Irrigation District
Revenue Summary
For the One Month and Nine Months Ended September 30, 2023



	Current Month	YTD Actual	2023 Budget	Budget Remaining	% of 2023 Budget Remaining
Operating revenues					
Agricultural water service fees					
Tier 1	\$ 1,188	\$ 2,000,593	\$ 2,005,000	\$ 4,407	0%
Tier 2	-	258,508	258,000	(508)	0%
Water sales					
Tier 1	88	475,996	695,000	219,004	32%
Tier 2	-	651,726	786,900	135,174	17%
Local out-of-district	392	1,091,212	1,600,000	508,788	32%
Out-of-district	7,500	127,500	-	(127,500)	0%
Domestic water sales	24,056	168,570	247,000	78,430	32%
Improvement District Admin Fees	46,788	46,788	58,820	12,032	20%
Miscellaneous revenues					
Service Charges & Penalties	53,472	128,522	69,000	(59,522)	0%
Total Operating Revenue	133,484	4,949,416	5,719,720	770,304	13%
Non-operating revenues					
County property tax appropriations	6,723	1,840,704	3,500,000	1,659,296	47%
District Rental Properties	1,000	9,000	12,000	3,000	25%
Investment earnings					
Investment earnings (Loss)	125,715	1,740,863	325,000	(1,415,863)	0%
Other Interest income	-	237,840	400,000	162,160	41%
Gain (loss) sale of assets	-	6,171	-	(6,171)	0%
Change in investment Tri-Dam Project	-	12,370,000	7,000,000	(5,370,000)	0%
Change in investment Tri-Dam Authority	-	2,200,000	2,100,000	(100,000)	0%
Total Nonoperating Revenues	133,439	18,404,577	13,337,000	(5,067,577)	-38%
Capital Contributions	-	3,434	-	(3,434)	
Total Revenues	\$ 266,923	\$ 23,357,427	\$ 19,056,720	\$ (4,300,707)	-23%

Oakdale Irrigation District
Operating Expenses Summary
For the One Month and Nine Months Ended September 30, 2023



	Current Month	YTD Actual	2023 Budget	Budget Remaining	% of 2023 Budget Remaining
Operating expenses					
Maintenance					
SSJID Main Supply Diversion Works	\$ -	\$ 13,413	\$ 30,000	\$ 16,587	55%
North Main Canal Maintenance	32,180	501,930	459,930	(42,000)	0%
South Main Canal Maintenance	60,731	586,609	451,140	(135,469)	0%
Irrigation Water Lateral Maint-North Side	213,309	1,545,560	2,319,650	774,090	33%
Irrigation Water Lateral Maint - South Side	136,092	1,023,675	1,566,650	542,975	35%
Pumping Plant Operations and Maintenance	35,560	319,821	456,520	136,699	30%
Drainage System Maintenance	136,280	624,901	435,890	(189,011)	0%
Building and Grounds Maintenance	24,787	263,807	344,210	80,403	23%
Vehicle and Equipment Maintenance	84,756	531,087	699,480	168,393	24%
Total Maintenance	723,695	5,410,805	6,763,470	1,352,665	20%
Water Operations					
Domestic Water System Maintenance	38,391	313,111	473,800	160,689	34%
Irrigation Water Operations - North Division	268,626	1,399,934	1,846,460	446,526	24%
Irrigation Water Operations - South Division	269,988	1,421,410	1,832,220	410,810	22%
Drainage Water Operations	58	91,711	18,660	(73,051)	0%
Water Measurement Management	2,067	15,688	24,080	8,392	35%
Total Water Operations	579,129	3,241,855	4,195,220	953,366	23%
General and Administrative					
General and Administrative	27,024	1,725,312	3,514,455	1,789,143	51%
Depreciation and Amortization	290,000	2,550,000	3,585,000	1,035,000	29%
Total General, Administrative and Depreciation	317,024	4,275,312	7,099,455	2,824,143	40%
Total Operating expenses	1,619,847	12,927,972	18,058,145	5,130,173	28%
Non-operating expenses					
Interest and investment expenses	1,743	574,076	995,000	420,924	42%
Total non-operating expenses	1,743	574,076	995,000	420,924	42%
Total Expenses	\$ 1,621,590	\$ 13,502,048	\$ 19,053,145	\$ 5,551,097	29%

Oakdale Irrigation District
Capital and Debt Expenditures
For the Nine Months Ended September 30, 2023



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2023	2023 ANNUAL BUDGET
00-000-15200-00	Capital Work	Capital construction projects (Water Resources Plan)		
		Canal and Lateral Rehabilitation	\$ 76,861	\$ 458,500
		Domestic Water Projects	44,104	655,000
		Flow Control and Measurement Structures	159,479	422,000
		Irrigation Service Turnout Replacement	188,282	877,000
		Main Canals and Tunnels Improvement Projects	186,168	-
		Groundwater Wells Replacement	-	250,000
		Outflow Management Projects	5,180	-
		Pipeline Replacement	792,862	980,800
		Reclamation Projects	-	5,000
		Subtotal for Water Resources Plan Improvements	1,452,935	3,648,300
		Ag Pump Replacements	88,476	80,000
		Operating Headquarters Design	164,590	190,000
		Phase 1 of Greger Facility	-	10,000,000
		North Main Canal Seepage Mitigation Project	160,636	1,500,000
		North Main Canal Tunnels 3 & 4 Rehabilitation Project	-	5,051,000
		Canyon Tunnel - Joint with SSJID (\$1.786M x 28%)	174,389	250,000
		Joint Main Long Tunnel Portal	4,945	250,000
		North Main Canal Bridge Replacement	-	100,000
		South Main Canal - Segment 3 Long Term Repair Project	550,477	1,500,000
			2,596,449	22,569,300
00-000-15179-00	Irrigation Flow Meters			
		Portable Ultrasonic Flowmeter		15,000
		Ultrasonic Thickness Gage	3,191	
			3,191	15,000
00-000-15181-00	Backhoes & Heavy Equipment			
		Excavator (16.6-17 ton)	230,778	240,000
		Pallet Forks 48" for Skidsteer	2,360	-
		Skeleton Bucket for Excavator - Large Size	-	20,000
			233,138	260,000
00-000-15183-00	Miscellaneous Construction Equipment			
		12" Brush Chipper (Trailer Mounted) (CF from 2022)	-	70,000
		25KW Trailer Mounted Generator	-	38,000
		Pest Sprayer for RTV	-	2,000
			-	110,000
00-000-15184-00	Autos/Pickups/Trucks/ Trailers			
		1/2 Ton Pickup 2WD (DSO)	42,639	45,000
		3/4 Ton Pickup 4WD (C&M) - 2	112,734	120,000
		Dump truck, 3-axle (diesel)		275,000
			155,373	440,000
00-000-15186-00	Shop/Whse/Yard			
		Mini Split AC Unit for C&M Supervisor Office	5,400	4,000
		SCADA Server Room AC Unit Installation	2,753	
		Ice Machine	5,944	-
			14,097	4,000
00-000-15187-00	Office and Engineering Equipment			
		Computer upgrades and replacements	-	10,000
		Engineering GPS Unit (Purchase or Lease)		50,000
			-	60,000
00-000-15188-00	Communications Equipment			
		SCADA Radios	8,921	-
			8,921	-
		TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES	3,011,168	23,458,300
00-000-22320-00	Current portion - COP Debt		-	920,000
		TOTAL CAPITAL AND DEBT EXPENDITURES	\$ 3,011,168	\$ 24,378,300

Page 5

FOR INTERNAL REPORTING PURPOSES ONLY

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 6
APN: N/A

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

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

BACKGROUND AND/OR HISTORY:

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

District staff has determined that the property listed in Attachment A to the Resolution meets the criteria for disposal. The item on the list has been replaced with new equipment and is too costly to continue to maintain and repair.

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

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

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

ATTACHMENTS:

- Resolution 2023-37
- Attachment A

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2023-37**

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

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

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

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

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution is adopted this 7th day of November, 2023.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary

Attachment A

Oakdale Irrigation District Surplus Equipment

Auction Date: November 11, 2023



QTY	Description	Salvage Value	OID Asset #	Manufacture	Model #	Serial #	Reason for Disposal
1	2012 Excavator	\$40,000	1518120130002	Kobelco	SK140-LC-5	YH04-4420	Continuous engine problems, has had extensive warranty work and still not working well. We anticipate this failing in the next year and at that time will be only valued at scrap. We replaced with new excavator.



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF NOVEMBER 7, 2023

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 7
APN: N/A

SUBJECT: APPROVE REJECTION OF CLAIM SUBMITTED BY THE LAW OFFICES OF CORREN & CORREN ON BEHALF OF VERA WHITTENBURG

RECOMMENDED ACTION: Reject the claim submitted by Corren & Corren on behalf of Vera Whittenburg

BACKGROUND AND/OR HISTORY:

This claim was filed on behalf of Vera Whittenburg, who is a former employee of Tri-Dam Project. Vera Whittenburg was never employed by or provided any services for Oakdale Irrigation District. The claim submitted by claimant was received in our offices on October 10, 2023. The claim will be provided at the meeting.

Staff recommends rejecting the claim due to the claimant never having been employed at Oakdale Irrigation District.

FISCAL IMPACT: Unknown

ATTACHMENTS:

Board Motion:

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

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 8
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE RENEWAL OF HEALTH INSURANCE COVERAGE EFFECTIVE JANUARY 1, 2024

RECOMMENDED ACTION: Approve Renewal of Health Insurance Coverage Effective January 1, 2024, and Apply Base Cost towards Buy-Up Plans

BACKGROUND AND DISCUSSION:

Staff met with Keenan & Associates to review the 2024 Group Health Insurance renewal quotes for the upcoming year. The current plans renew effective January 1, 2024.

Open enrollment will be held for employees from November 7th through November 20th and will go into effect January 1, 2024. The District will continue to offer the following six plans:

Base Plan (no cost to employees)

Kaiser - Silver 70 HMO 1900/65

Buy-up Plans (requires employee contributions)

Kaiser - Gold 80 HMO 250/35

Kaiser - Platinum 90 HMO 0/20

Sutter Health Plus - Silver MS84 HMO

Sutter Health Plus - Gold MS83 HMO

Sutter Health Plus - Platinum MS80 HMO

The Health insurance premium for the Kaiser - Silver base plan is increasing an average of 8% from the prior year. This plan is provided to District employees at no cost. Other Kaiser and Sutter buy-up plans have an average employee increase of 7.8%.

For 2024, staff recommends the same methodology as last year in applying the cost of the base plan for each participation level consistently across all plans which provides equal benefits regardless of which plan employees choose. This structure provides equal and consistent application of the base rate.

FISCAL IMPACT:

Health Insurance Costs Estimated Based on Current Enrollments							
				2024		2023	Change from Prior year
Health Insurance Paid by OID				\$1,265,027	81%	\$1,157,587	81%
Health Insurance Paid by Employees/Directors				298,566	19%	265,525	19%
Total Health Insurance Costs				\$1,563,593	100%	\$1,423,112	100%

ATTACHMENTS: None

Board Motion:

Motion by: _____ Second by: _____

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 9
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE 2024 BUDGET

RECOMMENDED ACTION: Approve Adoption of the Proposed 2024 Budget

BACKGROUND AND/OR HISTORY: Planning, budgeting, and forecasting are all part of a three-step process for determining and detailing an organization's long-term and short-term financial goals. A budget is an estimate of revenues and expenses for a set period of time which forecasts future financial conditions and goals for an organization. The budget serves as a plan of action for achieving quantified objectives and a standard of measuring performance. Budget development is a year-long process. Once adopted, we begin to track expenses on a real-time basis and compare those actual expenses to the budget over the course of the year.

The 2024 Budget is focused on accomplishing the goals established by the Water Resource Plan and by incorporating the following recently adopted goals of the sitting Board:

- Protect Water Rights and acquire storage
- Meet Capital Improvement Modernize the District
 - Life-cycle replacements
 - Modernization
 - Mission critical water resource plan projects
- Maintain and retain a high-quality workforce
- Manage finances to protect reserves and assets

Staff presented a draft of the 2024 Proposed Budget as a Discussion Item at the Board Meeting on October 3, 2023. Staff requested questions, comments and general input from the Board Members regarding the proposed budget presented. No questions, comments, or input was received as of the publication of the agenda.

Despite the challenging water environment today, Oakdale Irrigation District has a strong financial position created by prudent fiscal management and investments. It is these accomplishments and the anticipation of doing more for the District's water users that staff presents the 2024 budget for the Board's approval. The 2024 Budget presents a balanced budget with revenue exceeding expenses by \$2,063,300. The proposed budget will maintain the District's undesignated General Fund cash balances at levels required by the reserve policy limit of 40-50% of annual revenue while also utilizing reserves for the proposed capital project expenditures.

ATTACHMENTS:

- 2024 Proposed Budget

Board Motion:

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

VOTE:

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

Action(s) to be taken:

2024 PROPOSED BUDGET



Oakdale Irrigation District

Directors

President	Tom Orvis	Division 3
Vice President	Brad DeBoer	Division 5
Director	Ed Tobias	Division 1
Director	Herman Doornenbal	Division 2
Director	Linda Santos	Division 4

Officers

Secretary	Scot A. Moody	General Manager
Treasurer	Sharon Cisneros, CPA	Chief Financial Officer

Mission Statement

To protect and develop Oakdale Irrigation District water resources for the maximum benefit of the Oakdale Irrigation District community by providing excellent irrigation and domestic water service

2024 PROPOSED BUDGET OVERVIEW

- 3% base rate and 3% volumetric water rate increase
- Hydroelectric revenues (1st year of new SVP Agreement)
- Local Out-of-District, but No Out-of-Area Water sales
- Reduction of 0.5 FTE in Administrative Staffing
- 4.0% wage & benefit increases based on Union MOU and non-represented resolutions
- Includes Bond P&I payment
- Debt service coverage ratio of 1.13x (requirement: 1.1x)
- Positive cash flow and strong financial reserves
- Continued implementation of the Water Resources Plan

2023 PROPOSED MANPOWER

OLD

	2024 Staffing	2023 Staffing	Change in Staffing
Administration			
General Manager	1.0	1.0	0.0
Executive Asst/Clerk to Board	1.0	1.0	0.0
Human Resources Administrator	1.0	1.0	0.0
Receptionist / Clerk Typist / File Clerk	0.0	0.5	-0.5
Safety Coordinator	1.0	1.0	0.0
Total Administration	4.0	4.5	-0.5
Finance/Fleet Maintenance/Warehouse			
Chief Financial Officer	1.0	1.0	0.0
IT Administrator	1.0	1.0	0.0
IT Support Technician	1.0	1.0	0.0
Senior Accountant	1.0	0.0	1.0
Accountant	1.0	2.0	-1.0
Accounting Technician	1.0	0.0	1.0
Payroll Clerk	1.0	1.0	0.0
Account Clerk	0.0	1.0	-1.0
Fleet Maintenance Supervisor	1.0	1.0	0.0
Fleet / Equipment Mechanic	3.0	3.0	0.0
Inventory/Purchasing Clerk	1.0	1.0	0.0
Warehouse/Yard Worker	1.0	1.0	0.0
Total Finance/Fleet Maintenance/Warehouse	13.0	13.0	0.0
Construction & Maintenance			
Construction & Maintenance Manager	1.0	1.0	0.0
Construction - Field Supervisor	2.0	2.0	0.0
Construction/Maintenance - Leadman	5.0	5.0	0.0
Construction/Maintenance Worker	10.0	10.0	0.0
Equipment Operator	6.0	6.0	0.0
Pest Maintenance & Operations Leadman	1.0	1.0	0.0
Pest Maintenance & Operations Worker	2.0	2.0	0.0
Total Construction & Maintenance	27.0	27.0	0.0
Water Operations/Engineering			
Water Operations Manager / District Engineer	1.0	1.0	0.0
Assistant Water Operations Manager	1.0	1.0	0.0
Associate Engineer	3.0	3.0	0.0
Assistant Engineer	0.0	0.0	0.0
Water Operations Supervisors - Ag. Water	2.0	2.0	0.0
DSO / Construction & Maint - Leadman	2.0	2.0	0.0
DSO / Construction & Maint	24.0	24.0	0.0
Water Utilities / SCADA Supervisor	1.0	1.0	0.0
SCADA Technician	1.0	1.0	0.0
SCADA Serviceman	1.0	1.0	0.0
Water Utilities Technician	1.0	1.0	0.0
Water Utilities Serviceman	1.0	1.0	0.0
Total Water Operations	38.0	38.0	0.0
TOTAL STAFFING	82.0	82.5	-0.5

COMPARATIVE REVENUES, EXPENSES, AND CHANGE IN NET POSITION

	2022 Actuals	2023 Adopted Budget	2023 Actuals through 9/30/23	2023 Year End Projection	2024 Proposed Budget	Change from 2023 Adopted Budget		Change from 2023 Projection		
OPERATING REVENUES										
Agricultural Water Delivery Charges (base rate)	\$ 2,199,590	\$ 2,263,000	\$ 2,259,103	\$ 2,259,103	\$ 2,315,000	\$ 52,000	2%	\$ 55,897	2%	
Water Sales	3,330,350	3,081,900	2,346,434	3,209,500	3,171,000	89,100	3%	(38,500)	-1%	
Domestic Water	231,001	247,000	168,570	225,000	225,000	(22,000)	-9%	-	0%	
Improvement District Fees	45,898	58,820	74,788	74,800	75,000	16,180	28%	200	0%	
Miscellaneous Revenues	144,749	69,000	128,521	131,000	71,000	2,000	3%	(60,000)	-46%	
Total Operating Revenue	5,951,588	5,719,720	4,977,416	5,899,403	5,857,000	137,280	2%	(42,403)	-1%	
OPERATING EXPENSES										
Maintenance Operations	6,290,882	6,763,470	5,410,805	7,344,350	7,563,700	800,230	12%	219,350	3%	
Water Operations	3,941,946	4,195,220	3,265,855	4,152,900	4,410,000	214,780	5%	257,100	6%	
General and Administrative	3,324,978	3,568,029	1,725,312	3,122,550	3,898,000	329,971	9%	775,450	25%	
Depreciation and Amortization	3,465,286	3,607,426	2,550,000	3,575,000	3,760,000	152,574	4%	185,000	5%	
Total Operating Expenses	17,023,092	18,134,145	12,951,972	18,194,800	19,631,700	1,497,555	8%	1,436,900	8%	
Net Income (loss) From Operations	(11,071,504)	(12,414,425)	(7,974,555)	(12,295,397)	(13,774,700)	(1,360,275)	11%	(1,479,303)	12%	
NONOPERATING REVENUES (EXPENSE)										
County Property Tax Appropriations	3,681,871	3,500,000	1,812,704	3,700,000	3,700,000	200,000	6%	-	0%	
District Rental Properties	12,000	12,000	9,000	11,000	12,000	-	0%	1,000	9%	
Annexation Revenue	-	-	-	-	-	-	100%	-	0%	
Investment Earnings	745,733	725,000	1,978,703	2,354,900	1,080,000	355,000	49%	(1,274,900)	-54%	
Interest Expense	(1,031,202)	(919,000)	(574,076)	(900,500)	(954,000)	(35,000)	4%	(53,500)	6%	
Gain (loss) on Property and Equipment	99,047	-	6,171	6,174	-	-	0%	(6,174)	0%	
Tri-Dam Project Distributions	8,896,479	7,000,000	12,370,000	12,370,000	10,000,000	3,000,000	43%	(2,370,000)	-19%	
Tri-Dam Power Authority Distributions	2,054,975	2,100,000	2,200,000	2,200,000	2,000,000	(100,000)	-5%	(200,000)	-9%	
Total Nonoperating Revenues (Expenses)	14,458,903	12,418,000	17,802,500	19,741,574	15,838,000	3,420,000	28%	(3,903,574)	-20%	
Income (loss) before Capital Contributions	3,387,399	3,575	9,827,945	7,446,177	2,063,300	2,059,725	57612%	(5,382,876)	-72%	
Capital Contributions	-	-	3,434	3,434	-	-	0%	(3,434)	0%	
Change in Net Position	\$ 3,387,399	\$ 3,575	\$ 9,831,379	\$ 7,449,611	\$ 2,063,300	\$ 2,059,725	57612%	\$ (5,386,310)	-72%	

COMPARATIVE DETAILED TOTAL REVENUES

	2022 Actuals	2023 Adopted Budget	2023 Actuals through 9/30/23	2023 Year End Projection	2024 Proposed Budget	Change from 2023 Adopted Budget		Change from 2023 Projection		
OPERATING REVENUES										
Agricultural water delivery charges (base rate)										
Tier 1	\$ 1,948,697	\$ 2,005,000	\$ 2,000,595	\$ 2,000,595	\$ 2,055,000	\$ 50,000	2%	\$ 54,405	3%	
Tier 2	250,893	258,000	258,508	258,508	260,000	2,000	1%	1,492	1%	
Volumetric Water Sales										
Tier 1	823,982	695,000	475,996	714,000	736,000	41,000	6%	22,000	3%	
Tier 2	869,269	786,900	651,726	878,000	900,000	113,100	14%	22,000	3%	
Local out-of-district	235,849	1,600,000	1,091,212	1,490,000	1,535,000	(65,000)	-4%	45,000	3%	
Out-of-area	1,401,250	-	127,500	127,500	-	-	100%	(127,500)	-100%	
Domestic water	231,001	247,000	168,570	225,000	225,000	(22,000)	-9%	-	0%	
Improvement District fees	45,898	58,820	74,788	74,800	75,000	16,180	28%	200	0%	
Miscellaneous revenues	144,749	69,000	128,521	131,000	71,000	2,000	3%	(60,000)	-46%	
Total Operating Revenue	5,951,588	5,719,720	4,977,416	5,899,403	5,857,000	137,280	2%	(42,403)	-1%	
NONOPERATING REVENUES										
County property tax appropriations	3,681,871	3,500,000	1,812,704	3,700,000	3,700,000	200,000	6%	-	0%	
District Rental Properties	12,000	12,000	9,000	11,000	12,000	-	0%	1,000	9%	
Domestic Water Annexation Revenue	-	-	-	-	-	-	0%	-	0%	
Investment earnings										
Investment earnings	376,669	325,000	1,740,863	1,997,900	800,000	475,000	146%	(1,197,900)	-60%	
Interest income	369,064	400,000	237,840	357,000	280,000	(120,000)	-30%	(77,000)	-22%	
Gain (loss) sale of assets	99,047	-	6,171	6,174	-	-	0%	(6,174)	0%	
Change in investment in Tri-Dam Project	8,896,479	7,000,000	12,370,000	12,370,000	10,000,000	3,000,000	43%	(2,370,000)	-19%	
Change in investment in Tri-Dam Power Authority	2,054,975	2,100,000	2,200,000	2,200,000	2,000,000	(100,000)	-5%	(200,000)	-9%	
Total Nonoperating Revenues	15,490,105	13,337,000	18,376,577	20,642,074	16,792,000	3,455,000	26%	(3,850,074)	-19%	
Contributed Capital	-	-	3,434							
TOTAL REVENUES	\$ 21,441,693	\$ 19,056,720	\$ 23,357,427	\$ 26,544,911	\$ 22,649,000	\$ 3,592,280	19%	\$ (3,892,477)	-15%	

COMPARATIVE TOTAL EXPENSES

			2023 Actuals				Change from 2023		Change from 2023	
	2022 Actuals	2023 Adopted Budget	through 9/30/23	2023 Year End Projection	2024 Proposed Budget		Adopted Budget		Projection	
OPERATING EXPENSES										
MAINTENANCE										
Joint Main Supply Diversion Works	\$ 10,812	\$ 30,000	\$ 13,413	\$ 30,000	\$ 50,000	\$ 20,000	67%	\$ 20,000	67%	
North Main Canal Maintenance	602,747	459,930	501,930	630,900	541,700	81,770	18%	(89,200)	-14%	
South Main Canal Maintenance	459,255	451,140	586,609	770,200	601,000	149,860	33%	(169,200)	-22%	
Irrigation Water Lateral Maintenance - North Side	2,256,866	2,319,650	1,545,560	2,401,400	2,370,000	50,350	2%	(31,400)	-1%	
Irrigation Water Lateral Maintenance - South Side	1,180,070	1,566,650	1,023,675	1,360,100	1,690,000	123,350	8%	329,900	24%	
Pumping Plant Operations and Maintenance	360,958	456,520	319,821	424,550	469,000	12,480	3%	44,450	10%	
Drainage System Maintenance	485,599	435,890	624,901	717,200	667,000	231,110	53%	(50,200)	-7%	
Building and Grounds Maintenance	293,387	344,210	263,807	346,800	375,000	30,790	9%	28,200	8%	
Vehicle and Equipment Maintenance	641,188	699,480	531,087	663,200	800,000	100,520	14%	136,800	21%	
TOTAL MAINTENANCE	6,290,882	6,763,470	5,410,805	7,344,350	7,563,700	800,230	12%	219,350	3%	
WATER OPERATIONS										
Domestic Water System Maintenance	397,570	473,800	313,111	435,900	487,000	13,200	3%	51,100	12%	
Irrigation Water Operations - North Division	1,740,729	1,846,460	1,423,934	1,829,200	1,949,000	102,540	6%	119,800	7%	
Irrigation Water Operations - South Division	1,754,836	1,832,220	1,421,410	1,774,400	1,903,000	70,780	4%	128,600	7%	
Drainage Water Operations	23,456	18,660	91,711	92,600	45,000	26,340	141%	(47,600)	-51%	
Water Measurement Management	25,355	24,080	15,688	20,800	26,000	1,920	8%	5,200	25%	
TOTAL WATER OPERATIONS	3,941,946	4,195,220	3,265,855	4,152,900	4,410,000	214,780	5%	257,100	6%	
GENERAL, ADMINISTRATION, AND DEPRECIATION										
General and Administration	3,324,978	3,492,029	1,725,312	3,122,550	\$3,898,000	405,971	12%	775,450	25%	
Depreciation and Amortization	3,465,286	3,607,426	2,550,000	3,575,000	3,760,000	152,574	4%	185,000	5%	
TOTAL GENERAL, ADMINISTRATION, AND DEPR.	6,790,264	7,099,455	4,275,312	6,697,550	7,658,000	558,545	8%	960,450	14%	
TOTAL OPERATING EXPENSES										
	\$17,023,092	\$18,058,145	\$12,951,972	\$18,194,800	19,631,700	1,573,555	9%	1,436,900	8%	
NONOPERATING EXPENSES										
Investment and Interest expense	1,031,202	995,000	574,076	900,500	954,000	(41,000)	-4%	53,500	6%	
TOTAL NONOPERATING EXPENSES	1,031,202	995,000	574,076	900,500	954,000	(41,000)	-4%	53,500	6%	
TOTAL OPERATING AND NONOPERATING EXPENSES										
	\$ 18,054,294	\$ 19,053,145	\$ 13,526,048	\$ 19,095,300	\$ 20,585,700	\$ 1,532,555	8%	\$ 1,490,400	8%	

PROPOSED
CAPITAL
& DEBT

OID

DESCRIPTION	2024 Proposed	2023 Adopted
	Budget	Budget
Construction Projects	\$ 24,281,290	\$ 22,569,300
Irrigation Flow Meters	-	15,000
Heavy Equipment	-	260,000
Misc Construction Equipment	67,500	110,000
Licensed Vehicles	825,000	440,000
Shop/Warehouse/Yard Equipment	2,000	4,000
Office & Engineering Equipment	237,000	60,000
Admin Office Building	15,000	-
TOTAL CAPITAL PROJECTS AND PURCHASES	25,427,790	23,458,300
Current portion - COP Debt	940,000	920,000
TOTAL CAPITAL AND DEBT EXPENDITURES	\$ 26,367,790	\$ 24,378,300

PROPOSED CAPITAL & DEBT

OID

GL DESCRIPTION	PROJECT DESCRIPTION	2024 Proposed Budget	Purpose
Construction in Progress	Capital construction projects (Water Resources Plan)		
	Canal and Lateral Rehabilitation	\$ 550,000	Replacement
	Domestic Water Projects	695,000	Replacement
	Flow Control and Measurement Structures	100,000	Replacement
	Irrigation Service Turnout Replacement	300,000	Replacement
	Main Canals and Tunnels Improvement Projects	4,925,000	Replacement
	Groundwater Wells Replacements	300,000	Replacement
	Reservoirs	500,000	New
	Outflow Management Projects	6,000	Replacement
	Pipeline Replacement	1,100,290	Replacement
	Reclamation Projects	5,000	Replacement
	Subtotal for Water Resources Plan Improvements	8,481,290	
	Ag Pump Replacements	200,000	Replacement
	Greger Operating Headquarters Design	100,000	Replacement
	Phase 1 of Gregor Facility	15,000,000	Replacement
	Canyon Tunnel-Joint with SSJID (\$18M x 28%)	500,000	Replacement
	Subtotal for Construction In Progress	24,281,290	

PROPOSED CAPITAL & DEBT

OID

GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2024 Proposed Budget	Purpose
00-000-15183-00	Miscellaneous Construction Equipment	Pipe Camera	3,500	Replacement
		Gas Detector Set (2)	4,000	Replacement
		"Thumper" PVC Pipe Locator	10,000	New
		25KW Trailer Mounted Generator	50,000	New
			<u>67,500</u>	
00-000-15184-00	Autos/Pickups/Trucks/ Trailers	1/2 Ton Pickup 2WD (DSO)-2	110,000	Replacement
		1/2 Ton Pickup 4WD (GM)	75,000	New
		1 Ton Utility truck 4WD (WUD)	100,000	Replacement
		Water Truck 3 axle	300,000	Replacement
		Dump truck, 3-axle (diesel)	240,000	Replacement
			<u>825,000</u>	
00-000-15186-00	Shop/Warehouse/Yard Equipment	Floor Jack	2,000	Replacement
			<u>2,000</u>	
00-000-15187-00	Office and Engineering Equipment	New Copier for Admin Office	12,000	Replacement
		Computer upgrades and replacements	15,000	Replacement
		Servers (4) if warranty cannot be extended	40,000	Replacement
		Engineering GPS Unit (Purchase or Lease)	50,000	Replacement
		Server Storage Arrays - 2	120,000	Replacement
			<u>237,000</u>	
00-000-15189-00	Admin Office Building	AC Unit for Admin	10,000	New
		Rear Door Replacement	5,000	Replacement
			<u>15,000</u>	
TOTAL CAPITAL PROJECT AND PURCHASES			<u>\$ 25,427,790</u>	

DEBT SERVICE COVERAGE

2024 PROPOSED BUDGET

REVENUES

Agricultural Water Delivery Fees and Water Sales	\$ 5,486,000
Domestic Water Delivery Fees	225,000
Other Water related revenues	146,000
County Property Tax Appropriations	3,700,000
Annexation Fees	-
Investment Earnings	1,080,000
Tri-Dam Project Change in Investment	10,000,000
Tri-Dam Power Authority Change in Investment	2,000,000
Other Nonoperating revenues	12,000
Total Revenue	22,649,000

OPERATING EXPENSES

Operations and Maintenance	7,563,700
General and Administrative	3,898,000
Water Operations	4,410,000
Depreciation and Amortization	3,760,000
Interest Expense on Long Term Debt	954,000
Total Operating Expenses	20,585,700

Net Revenues

\$ 2,063,300

Debt Service 2016 Bonds

2024 Interest	889,000
2024 Principal	940,000
	\$ 1,829,000

Debt Service Coverage Ratio

113%

PROJECTED NET POSITION AND RESERVES CASH BALANCES

	2022 Actuals	2023 Adopted Budget	2023 Actuals through 9/30/23	2023 Year End Projection	2024 Proposed Budget
Change in Net Position	\$ 3,387,399	\$ 3,575	\$ 9,831,379	\$ 7,449,611	\$ 2,063,300
Capital expenditures	7,648,149	22,213,830	3,011,168	11,455,193	25,427,790
Debt obligations	865,000	920,000	920,000	920,000	940,000
Annual Excess (Deficit)	(5,125,750)	(23,130,255)	5,900,211	(4,925,582)	(24,304,490)
EOY Unrestricted Cash Balances	20,049,403	24,475,553	10,521,226	12,840,210	13,963,510
Reserve Cash Balances, Beginning of Year	51,854,091	56,554,902	54,681,182	54,681,182	55,469,333
New Funding In	9,750,000	-	-	11,407,381	-
Uses of Reserves	(6,922,909)	(23,458,300)	(3,011,168)	(10,619,230)	(25,427,790)
Reserve Cash Balances, End of Year	\$ 54,681,182	\$ 33,096,602	\$ 51,670,014	\$ 55,469,333	\$ 30,041,543

RESERVES CASH BALANCES

	2022 Actuals	2023 Adopted Budget	2023 Actuals through 9/30/23	2023 Year End Projection	2024 Proposed Budget
CASH RESERVE SUMMARY					
Rate Stabilization and Operating Reserve	2,507,938	3,532,938	2,507,938	2,507,938	2,507,938
Capital Replacement/Improvement Reserve	10,559,975	588,139	7,548,807	8,403,896	417,606
Building & Facilities Reserve	1,025,000	1,013,000	1,025,000	1,008,000	491,000
Vehicle and Equipment Replacement Reserve	490,837	68,895	490,837	1,649,686	520,186
Debt Service Reserve	13,000,000	13,000,000	13,000,000	13,000,000	13,000,000
Rural Water Replc./Impr. Reserve	1,160,212	479,000	1,160,212	1,160,212	465,212
Employee Compensated Absences Trust Reserve	1,009,297	900,000	1,009,297	1,009,297	1,009,297
Joint Canyon Tunnel Project	14,474,567	13,505,754	14,474,567	13,974,567	11,576,948
Municipal Conservation Project	-	-	-	2,381	-
Operating Facility Project	10,453,356	8,876	10,453,356	12,753,356	53,356
Total Cash Reserves	54,681,182	33,096,602	51,670,014	55,469,333	30,041,543

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 10
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION ACCEPTING DEPARTMENT OF WATER RESOURCES SUSTAINABLE GROUNDWATER MANAGEMENT (SGM) GRANT PROGRAM SGMA IMPLEMENTATION – ROUND 2 GRANT FUNDS

RECOMMENDED ACTION: Approve Adoption of Resolution Accepting Department of Water Resources SGM Grant Program SGMA Implementation – Round 2 Grant (Grant) Funds

BACKGROUND AND/OR HISTORY:

OID's In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion was selected as 1 of 31 projects to be awarded grant funding from the SGM Grant Program SGMA Implementation – Round 2 Grant funding. Upon receipt of the Grant award notification letter from DWR (attached) a letter of acceptance contingent upon the execution of a grant agreement between DWR and OID (also attached) was provided within 14 calendar days. DWR now requires a signed Resolution indicating OID's acceptance of the grant award and designation of the person(s) responsible for signing the Grant agreement, amending the agreement and signing invoices and other deliverables.

Staff recommends that the Board adopt the attached draft resolution accepting the DWR Grant funds and designating the District's representatives.

FISCAL IMPACT: \$558,015 as per the Grant Application project cost estimate for OID monitoring, assessment, and Grant/Project administration.

ATTACHMENTS:

- DWR Grant Award Notification Letter
 - OID Letter of Grant Acceptance
 - Resolution 2023-36
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



Mr. Eric Thorburn
Water Operations Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Award Notification for the Sustainable Groundwater Management (SGM) Grant Program SGM Act (SGMA) Implementation – Round 2 Grant

Dear Mr. Eric Thorburn:

Congratulations! We are pleased to inform you that the proposal, Oakdale Irrigation District In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion, filed by your agency, has been recommended by the Department of Water Resources (DWR) for funding in the amount of **\$14.38 million** for the SGM Grant Program SGMA Implementation – Round 2 grant solicitation. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency.

If you would like to hold a big check or groundbreaking ceremony, please email DWR's Public Affairs Office at Allison.Armstrong@water.ca.gov. Contact DWR no less than three weeks in advance of your ceremony to allow sufficient time for scheduling.

Your timely attention is directed to the following requirements:**Within 14 calendar days of the date of this award letter:**

Award Acceptance – Please submit a letter on official letterhead signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount specified above. Your letter should also confirm the proper billing address for your organization to receive reimbursement checks. Finally, your letter should provide DWR permission and consent to use DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. If you consent to the use of DocuSign, please include a statement in your letter (official letterhead signed by the authorized representative), consenting to the use of DocuSign for all transactions related to this award. If you prefer not to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly. In such case, your letter should state that you are declining the use of DocuSign for your agency; however, please provide DWR with consent and permission to continue using DocuSign for internal signatures.

Within 30 calendar days of the date of this award letter:

Authorizing Resolution – Please submit an authorizing resolution for this agreement within the next 30 days of this letter if you have not already provided one. The resolution should meet the requirements and identify the person/position/title responsible for

Mr. Eric Thorburn

October 2, 2023

Page 2

authorizing entering into a grant agreement with DWR, amending an agreement, and signing invoices and other deliverables for the grant.

Your timely attention to these requirements is critical to execute the Grant Agreement. Failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to sgwp@water.ca.gov. The subject line of the email should include "Oakdale Irrigation District ANL Items".

Please contact Kelley List at Kelley.List@water.ca.gov or at (916) 873-5329 for any questions regarding the required materials.

Again, congratulations to you on this well-deserved grant award. DWR appreciates your time and effort to respond to this grant solicitation and our SGM Grant Team will be reaching out in coming months to get your feedback. We look forward to working with you to complete these important SGMA Implementation grants.

Sincerely,

A handwritten signature in dark ink, reading "Carmel Kinsella Brown". The signature is fluid and cursive, with the first name "Carmel" being the most prominent.

Carmel Kinsella Brown, P.E.,
Manager, Financial Assistance Branch
Division of Regional Assistance



October 10, 2023

Carmel Kinsella Brown, P.E.
Manager, Financial Assistance Branch
Department of Water Resources, Division of Regional Assistance

Project Title: Oakdale Irrigation District In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion (Project)

Grantee: Oakdale Irrigation District

Award Amount: \$14,380,000

Subject: Letter of Acceptance for the Sustainable Groundwater Management (SGM) Grant Program SGM Act (SGMA) Implementation – Round 2 Grant

Oakdale Irrigation District (OID) is very pleased to hear the recommendation by the Department of Water Resources (DWR) for funding of OID's Project in the amount of \$14.38 million for the SGM Grant Program SGMA Implementation – Round 2 grant. Contingent upon the execution of a Grant Agreement between DWR and Oakdale Irrigation District (OID), this letter shall serve as OID's formal acceptance of the grant award in the amount previously specified. Additionally, OID is hereby providing DWR permission and consent to use DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature.

Please note the billing address for OID as the Grantee to receive reimbursement checks shall be as follows:

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

OID appreciates the recommendation for funding and looks forward to working with DWR to complete this Project to support groundwater sustainability in the Modesto Subbasin.

Sincerely,

OAKDALE IRRIGATION DISTRICT

Scot A. Moody
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2023-36**

**RESOLUTION OF THE BOARD OF DIRECTORS OF OAKDALE IRRIGATION
DISTRICT ACCEPTING DEPARTMENT OF WATER RESOURCES SUSTAINABLE
GROUNDWATER MANAGEMENT (SGM) GRANT PROGRAM SGM ACT
IMPLEMENTATION – ROUND 2 GRANT FUNDS**

Resolved by the Oakdale Irrigation District Board of Directors, that an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the Oakdale Irrigation District Board of Directors has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the: Oakdale Irrigation District In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion.

The General Manager of the Oakdale Irrigation District, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this seventh day of November, 2023.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President

Scot A. Moody, Secretary

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Oakdale Irrigation District held on the seventh day of November, 2023.

Scot A. Moody, Secretary

BOARD AGENDA REPORT

Date:	November 7, 2023
Item Number:	11
APN:	084-001-006

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION AUTHORIZING THE DISPOSAL OF PROPERTY NO LONGER NECESSARY FOR DISTRICT PURPOSES, DECLARING A PORTION OF APN 084-001-006 EXEMPT SURPLUS, AND AUTHORIZING THE GENERAL MANAGER AND BOARD PRESIDENT TO EXECUTE THE SALES AGREEMENT AND ESCROW DOCUMENTS TO SELL THE SURPLUS PORTION TO THE COUNTY OF STANISLAUS FOR THE STATE ROUTE 108/NORTH COUNTY CORRIDOR PROJECT

RECOMMENDED ACTION: Approve adoption of resolution authorizing disposal of a portion of APN 084-001-006 no longer necessary for District purposes, declaring it exempt surplus, authorizing the General Manager and Board President to make non-material revisions to the resolution as requested by HCD, executing the sales agreement and escrow documents to sell a portion of APN 084-001-006 to the County of Stanislaus for the State Route 108/North County Corridor Project for \$72,500, and providing a copy of adopted resolution to the California Department of Housing and Community Development at least 30 days before disposition of the property.

BACKGROUND AND/OR HISTORY:

Under the provisions of Section 22500, et seq. of the Water Code, the Oakdale Irrigation District (District) may dispose of property of the District which it finds no longer necessary for its purposes. In so doing, the District must comply with the provisions of the Surplus Land Act.

Over the past two years, District staff have been in communication with Stanislaus County (County) and their consultants regarding Phase 1 of the proposed North County Corridor Project (Project). The selected alignment will impact the District Langstroth Pond, Langstroth Drain, and I.D. 48 facilities. Replacement and/or modification of District facilities will be completed by the County as necessary to mitigate any impacts. However, the Langstroth Pond is located on a parcel which will be intersected by the proposed road right-of-way for the Project. The County therefore proposed to purchase a 0.14-acre portion of APN: 084-001-006 on which the pond is located, and encumber another 0.72-acre portion of the parcel with a public road easement. Please refer to the attached Road Easement Exhibit "B" for clarification. In lieu of eminent domain proceedings, District staff and counsel entered into negotiations with the County regarding the proposed change in ownership. The public road easement will be utilized as a paved access lane to the Rainbow Fields parking lot from Terminal Avenue. The footprint of the Langstroth Pond will not be impacted, but rubber-tired equipment or construction mats will be needed/rented to accommodate future maintenance without damaging the proposed roadway. District staff and County representatives are continuing to negotiate on that aspect.

Earlier this year an Agreement of Sale, Grant Deed, and Road Deed documents were agreed upon by District counsel, District staff and County consultants. In an oversight, those documents were signed

by the District as requested by the County prior to obtaining formal approval from the District Board of Directors. At this time, staff is requesting formal approval of the documents by the Board.

Staff has determined that it is in the best interests of the District to sell the property, and is requesting authorization to proceed with the sales agreement and close of escrow subject to requirements of the Surplus Land Act. In this case, the Surplus Land Agreement requires that the District (1) pass a resolution that includes findings that the property is exempt from the Surplus Land Act (resolution is attached); and (2) provide a copy of the adopted resolution to the California Department of Housing and Community Development (HCD) at least 30 days before disposition of the property. A draft of the resolution has been submitted to HCD for consideration.

As of the date of the drafting of this agenda item, HCD has not yet responded to the District's request for approval of the resolution. To avoid delay, staff is recommending that if the Board approves the attached resolution that the Board's motion to approve include language providing the General Manager and Board President with authorization to make non-material revisions to the resolution as requested by HCD so as to comply with HCD's requirements to declare the property as exempt surplus property.

Once HCD approves the resolution, District staff recommends that the General Manager and Board President be authorized to execute the escrow documents to sell the property to the County of Stanislaus for \$72,500.

FISCAL IMPACT: \$72,500

ATTACHMENTS:

- Resolution 2023-38
- Exhibit A to Resolution - Agreement with County of Stanislaus

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2023-38**

**RESOLUTION AUTHORIZING THE DISPOSAL
OF PROPERTY AS EXEMPT SURPLUS
AND NO LONGER
NECESSARY FOR DISTRICT PURPOSES**

WHEREAS, the Oakdale Irrigation District (“District”) may, under the provisions of Section 22500 of the Water Code, dispose of property of the District that it finds no longer necessary for District purposes;

WHEREAS, the Board of Directors of the District (the “Board”) finds that a portion of the property located on Claribel Road (APN 084-001-006) in Stanislaus County, California (the “Property”) is no longer necessary for District purposes, and that it is in the best interest of the District to dispose of such surplus property;

WHEREAS, California’s AB 1486, which was signed into law in 2019 and became effective January 1, 2020, imposes requirements on government entities that want to dispose of surplus property, generally requiring that such property be made available for low- and moderate-income housing, parks/recreation and open space, and/or clustering of housing and commercial development around transit stations; and

WHEREAS, the District is entering into an agreement (the “Agreement”, a copy of which is attached hereto as Exhibit A) to sell a portion of the Property to the County of Stanislaus for the State Route 108/North County Corridor Phase I Project; and

WHEREAS, the Property is not contiguous to land owned by a state or local agency that uses it for open-space or low-income and moderate-income housing purposes; and

WHEREAS, pursuant to Gov. Code § 54221(f)(1)(D) and section 103(b)(3)(D) of the California Department of Housing and Community Development’s Surplus Land Guidelines published in April 2021 (“HCD Guidelines”), the Property is therefore exempt from the requirements of AB 1486;

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. It is in the best interest of the District to dispose of the Property in the most economical manner.
2. The Board directs the District’s General Manager and Board President to execute the Agreement to dispose of the exempt surplus Property in accordance with the District Surplus Property Policy and the Surplus Land Act.
3. The Board directs the Chief Financial Officer to ensure compliance with section 400(e) of the HCD Guidelines by providing a copy of this resolution to the California Department of Housing and Community Development at least 30 days prior to disposition

of the Property.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution is adopted this 7th day of November, 2023.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary

Project: North County Corridor, Phase 1
Grantor: Oakdale Irrigation District
APN: 084-001-006

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property (“**Agreement**”) is between Stanislaus County, a political subdivision of the State of California (“**County**”) and Oakdale Irrigation District, a California irrigation district organized and existing under the laws of the State of California (“**Grantor**”). This Agreement is expressly subject to approval by the Stanislaus County Board of Supervisors and the Oakdale Irrigation District Board of Directors. County and Grantor are, at times hereinafter, referred to collectively as the “**Parties**”.

RECITALS

A. Grantor is the owner of that certain parcel of real property situated in the County of Stanislaus, State of California, commonly referred to and identified as APN(s) 084-001-006 and comprised of approximately 2.56 acres, more or less (the “**Land**”).

B. County desires to acquire fee title to a portion of the Land and a road easement over an additional portion of the Land, as part of the County of Stanislaus – State Route 108/North County Corridor Phase I Project (the “**Project**”).

C. In a mutual effort to avoid the cost, expense, and consumption of public resources associated with eminent domain proceedings, the Parties negotiated and reached mutually agreeable terms upon which the County would acquire ownership and easement rights to the portion of the Land hereinafter provided.

D. The Parties to this Agreement shall, as applicable and required by law, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the United States Department of Transportation (USDOT) Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 28 C.F.R Section 50.3. Additionally, the Parties acknowledge and agree as follows: No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract (that is, this Agreement).

NOW THEREFORE, In consideration of the foregoing Recitals, the terms, conditions and considerations hereinafter set forth, which the Parties acknowledge is satisfactory, the Parties mutually agreed as follows:

AGREEMENT

1. PROPERTY.

1.1. Fee Title. Grantor agrees to sell to County, and County agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, the real property interest in that portion of the Land as described in **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein (the “**Fee Interest**”).

1.2. Road Easement. Grantor further agrees to sell and convey to County, and County agrees to purchase and accept from Grantor, a road easement over that portion of the Land as described in **Exhibit C** and as depicted on **Exhibit D** attached hereto and incorporated herein (the “**Road Easement**”).

The Fee Interest and Road Easement to be acquired by County pursuant to the terms and conditions of this Agreement are hereinafter collectively referred to as the “**Property**”.

2. DELIVERY OF DOCUMENTS/ESCROW.

2.1. Escrow. This transaction is to be handled through an escrow with Chicago Title Company (“**Title Company**” or “**Escrow Holder**”), located at 1700 Standiford Avenue, Suite 110, Modesto, CA 95350, Phone No. (209) 571-6300; Escrow No.: FSST-5112001172-KS (“**Escrow**”). Escrow is expected to close on or before June 30, 2023 (“**Close of Escrow**”). Close of Escrow is to occur upon, among other things, the recording of the Deed(s) and/or Easement(s) and the release of the Purchase Price by Title Company or Escrow Holder, as appropriate.

2.2. Delivery of Deeds. At or prior to Close of Escrow, Grantor shall execute and deliver to Escrow Holder or the County’s designated acquisition agent all documents necessary for the transfer of the Property, including without limitation this Agreement, the Deed(s) and/or the Easement(s).

3. PURCHASE PRICE AND TITLE.

3.1. Purchase Price. The consideration to be paid by the County to Grantor for the Property is Seventy-Two Thousand and Five Hundred Dollars and 00/100 Cents (**\$72,500.00**) (the “**Purchase Price**”). Payment of the Purchase Price is consideration in full for the real property interests being conveyed in the Deed(s) and/or Easement(s).

3.2. Delivery of Purchase Price. County shall deliver the Purchase Price at or before the Close of Escrow. The Purchase Price shall be released to Grantor after the execution and delivery to Escrow Holder of all necessary transfer documents by Grantor to transfer the Property has occurred. Grantor shall convey title to the Property free and clear of all known and recorded liens, encumbrances, taxes, assessments, leases recorded and/or unrecorded, and unrecorded easements or rights of way over the Land. In all other respects, the Property is to be sold in its “as-is,” “where is” condition, without any representations or warranties by Grantor regarding the Property’s fitness for any particular purpose, use, condition, or

Agreement for Purchase
Oakdale Irrigation District
Page 3 of 18

compliance with laws and regulations (except as otherwise expressly provided in this Agreement; see, for example, Sections 7 and 8 below).

3.3. Title Policy. Good, marketable, indefeasible and insurable title to the Property is to be evidenced by a CLTA owner's policy of title insurance ("**Title Policy**"). The Title Policy is to be in the amount of the Purchase Price (or such greater amount as County requests and Title Company agrees), showing title to the Property vested in County. It is a condition precedent to County's obligations under this Agreement that Title Company is able to issue, and at the Close of Escrow issues or is irrevocably committed to issue, the Title Policy to County. Therefore, Grantor shall provide (that is, execute and deliver to Title Company) any Owner's Affidavit or Seller's Statement customarily, usually and/or reasonably required by Title Company in connection with same; and Grantor as well as County will execute and deliver any customary, usual and/or reasonable supplemental escrow instructions required by Escrow Holder; provided, however, that such instructions must not be contrary to the terms of this Agreement or increase any party's obligations, liabilities or duties under or pursuant to or as contemplated by this Agreement. County shall pay all costs Escrow, title insurance, and recording fees incurred in this transaction other than the costs and expenses of any special or other services requested for or on behalf of Grantor; Grantor shall be solely responsible and liable for any such special or other services.

3.4. Claims in Escrow. Grantor agrees that if claims are submitted by lien-holders, or if there are liens of record as shown on the Preliminary Report, those claims and or liens must be satisfied and deducted from the Purchase Price to be paid to Grantor by the Escrow Holder through the Escrow. Any such claims or liens are to be shown on seller's estimated closing statement provided to Grantor by the Escrow Holder. Since the Property is comprised of a portion of a larger parcel (that is, the Land), partial reconveyances for any deeds of trust must be obtained from the applicable lender or lenders (if necessary, in return for paying down the indebtedness attributable to the Property through the Escrow) and recorded through the Escrow.

3.5. Settlement in lieu of Condemnation. Grantor acknowledges that the acquisition of the Property by the County (for the Project) is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor acknowledges that in lieu of condemnation, the Purchase Price to be paid under and pursuant to this Agreement constitutes full and fair compensation and consideration for any and all claims that Grantor has or may have against the County, with respect to the Property, by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, including, without limitation, any and all claims for attorneys' fees, pre-condemnation damages, severance damages, or any other claims relating to the Property; and, therefore, the Parties agree as follows:

FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION; WAIVER OF DAMAGES: Grantor and County acknowledge and agree that this Agreement, including without limitation the transaction(s) set forth in or contemplated by this Agreement, is (are) a negotiated settlement in lieu of County exercising its power of eminent domain. Grantor and County further acknowledge and agree that County is

acquiring the Property under the threat of the power of eminent domain. Grantor acknowledges and agrees that County's acquisition of the Property for the Project is a valid public use. Grantor hereby acknowledges that the compensation paid to Grantor under, through and/or pursuant to this Agreement constitutes the full and complete settlement of any and all claims against County related to County's acquisition of the Property, including but not limited to full payment of just compensation in eminent domain by reason of County's acquisition of the Property, specifically including, but not limited to, any and all rights or claims that Grantor has, may have or may in the future have in relation to the acquisition of the Property under Article 1, Section 19 of the California Constitution, the Eminent Domain Law (California Code of Civil Procedure, Part 3, Title 7, commencing with section 1230.010), or any other law or regulation, except as provided herein. ACCORDINGLY, GRANTOR, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, INCLUDING WITHOUT LIMITATION ITS SUCCESSORS-IN-INTEREST, FURTHER KNOWINGLY AND VOLUNTARILY WAIVES AND EXPRESSLY RELEASES AND DISCHARGES COUNTY AND ANY AND ALL OF COUNTY'S EMPLOYEES, AGENTS, OFFICERS, SERVANTS, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTORS (OF ALL TIERS) ATTORNEYS, PARTNER AGENCIES, SUCCESSORS AND ASSIGNS, FROM LIABILITY IN REGARD TO ANY CLAIMS FOR THE ACQUISITION OF THE PROPERTY AND THE CONSTRUCTION OF THE PROJECT AS PROPOSED AS IT RELATES TO THE PROPERTY ACQUIRED HEREIN, INCLUDING THE FOLLOWING: COMPENSATION FOR THE FAIR MARKET VALUE OF THE REAL PROPERTY TAKEN, PRE-CONDEMNATION DAMAGES, DAMAGES ARISING OUT OF OR RELATED TO THE PLANNING ACTIVITIES FOR THE PROJECT, LOSS OF BUSINESS GOODWILL, LOST PROFITS, LOST RENTS, BUSINESS OPERATION IMPACTS, DAMAGE TO IMPROVEMENTS OR STRUCTURES, SEVERANCE DAMAGES, ANY IMPACT ON FUTURE DEVELOPMENT OF GRANTOR'S REMAINDER PROPERTY, THE IMPACT ON ACCESS RIGHTS, THE IMPACT ON CIRCULATION RIGHTS, THE VALUE OF ANY LEASEHOLD INTEREST, CLAIMS RELATED TO SIGNAGE, CLAIMS RELATED TO VIEWS OR VIEWSHED, CLAIMS FOR ANY FURNITURE, FIXTURES AND EQUIPMENT, ANY RIGHT TO REPURCHASE OR LEASEBACK FROM COUNTY, OR RECEIVE ANY FINANCIAL GAIN SHOULD COUNTY DETERMINE TO SELL ANY PORTION OF THE PROPERTY, ANY RIGHT TO CHALLENGE COUNTY'S ADOPTION OF A RESOLUTION OF NECESSITY, ANY RIGHT TO RECEIVE ANY NOTICES PURSUANT TO CODE OF CIVIL PROCEDURE §1245.235, ANY RIGHT TO ENFORCE ANY OTHER OBLIGATION PLACED UPON COUNTY PURSUANT TO CODE OF CIVIL PROCEDURE §§ 1230.020 THROUGH 1273.050, ANY OTHER RIGHTS CONFERRED UPON GRANTOR PURSUANT TO CODE OF CIVIL PROCEDURE §§ 1245.245 AND 1263.615 AND 1263.025, AND ANY AND ALL CLAIMS FOR LITIGATION EXPENSES, ATTORNEYS' FEES, STATUTORY INTEREST AND/OR COSTS ARISING OUT OF THE ACQUISITION OF THE PROPERTY AND/OR CONSTRUCTION OF THE PROJECT AS PROPOSED AS IT RELATES TO THE PROPERTY ACQUIRED HEREIN AS SET FORTH HEREIN ABOVE IN THIS PARAGRAPH (hereinafter collectively the "**Claims**").

**Agreement for Purchase
Oakdale Irrigation District
Page 5 of 18**

In connection with the foregoing unconditional release, Grantor hereby expressly waives the provisions of Section 1542 of the California Civil Code as it relates to County's acquisition of the Property and the Claims, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Owner's Initials: SLM CD

4. IMPROVEMENTS PURCHASED AND COST TO CURE.

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the County in this transaction as conveyed by the Deed.

5. REAL PROPERTY TAXES AND ASSESSMENTS.

County is a public entity and is exempt from payment of real property taxes. Grantor understands that the County Tax Collector ("Tax Collector") will not accept partial payment of an installment of real property taxes due at Close of Escrow. Real property taxes and assessments will therefore not be prorated through Escrow. In the event that as of Close of Escrow any real property taxes are unpaid, Escrow Holder is instructed to pay from proceeds otherwise due Grantor at Close of Escrow all real property taxes and assessments for the semi-annual period during which Close of Escrow occurs. Any property tax refund due to Grantor with respect to the Property for a period following Close of Escrow will be refunded to Grantor by the Tax Collector as provided in California Revenue & Taxation Code Section 5096.7. Such refund will occur outside of Escrow and County and Escrow Holder will have no liability with respect thereto.

6. PERMISSION TO ENTER.

Upon execution and delivery of this Agreement by Grantor, Grantor hereby grants to County, its agents and contractors, permission to enter upon the Land, including without limitation the Property, prior to the Close of Escrow. Entry is to be for the purposes of topographic field surveys, environmental investigation and geotechnical investigation purposes only, and subject to all applicable terms and conditions contained in this Agreement and the associated Deed(s) and/or Easement(s). County shall indemnify, defend, and hold Grantor harmless for or related to any entry onto the Land by County and/or its agents pursuant to the authorization provided in this Section 6.

7. POSSESSION.

Grantor agrees that after the County's acceptance of this Agreement, including without limitation the applicable Deed(s) and/or Easement(s), the mutual agreement as to title exceptions and prorations, and, upon or after the establishment and opening of Escrow occurs, the date payment (that is, the Purchase Price) is deposited by County into Escrow constitutes the date of possession as well as upon and after which the County may irrevocably enter upon and take as well as continue possession of the Property, notwithstanding the failure of the Close of Escrow to occur, including in the event of termination of this Agreement.

8. LEASE INDEMNIFICATION.

Grantor represents and warrants to and for the benefit of County, its successors and assigns, including without limitation its successors-in-interest, that there are no oral or written leases on all or any portion of the Property exceeding a period of one month. And, if there are any leases not exceeding one month, Grantor shall terminate any such leases prior to the Close of Escrow. If there is (are) (i) any lease(s) exceeding one month, or (ii) any lease(s) not exceeding one month that are not terminated prior to the Close of Escrow, then Grantor shall hold harmless and reimburse County for any and all claims, demands, losses, liabilities, damages, costs and expenses, including without limitation attorneys' fees and costs, arising out of, resulting from, related to or otherwise occasioned by reason of any such lease(s) of the Property by a tenant (or tenants).

9. HAZARDOUS WASTE MATERIAL.

9.1 Releases of Hazardous Waste. County acknowledges that a portion of the Property is within an existing and active roadway and hazardous materials may have been transported, incidentally omitted or spilled, in connection with such use as a public roadway. County further acknowledges that the Land was used for agricultural irrigation water, drainage, and storage and is or was surrounded by agricultural properties; as such, chemicals incidental to agricultural production may have been or may be present on the Land. Grantor hereby represents and warrants to and for the benefit of County, its successors and assigns, including without limitation its successors-in-interest, that during the period of Grantor's ownership of the Land, including without limitation the Property, Grantor has not caused or permitted to be caused any disposals or releases of hazardous substances and is not aware of any disposals or releases by any other parties on, from, or under the Land or the Property. In addition to the foregoing, Grantor further represents and warrants to and for the benefit of County, its successors and assigns, including without limitation its successors-in-interest, that Grantor has no knowledge of any disposal or release of hazardous substances, on, from, or under the Land or the Property which may have occurred prior to Grantor taking title to the Property.

9.2 Contamination Costs. Grantor acknowledges and agrees that the Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, County reserves the right

to recover its clean-up costs, if any, from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

10. MISCELLANEOUS .

10.1 Joint and Several. If Grantor is comprised of more than one person or entity, each of such persons and/or entities is jointly and severally responsible and liable for the obligations, liabilities and duties of Grantor under or pursuant to this Agreement.

10.2 Real Estate Reporting. Escrow Holder is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4, and the closing statements or any other any settlement statement prepared by Escrow Holder or Title Company is to so provide. Upon the Close of Escrow, Escrow Holder is to file a Form 1099 information return and send the statement to Grantor as required under the aforementioned statute and regulation. For purposes of identifying the Grantor as the owner of the Property for issuing IRS Form 1099, Grantor shall provide Escrow Holder and County with Grantor's Tax Identification Number and an affidavit in the form required by Treasury Regulations Section 1.1445-2(b)(2) and signed under penalties of perjury, stating that Grantor (or, in the case of a Grantor that is a disregarded entity, its owner for federal income tax purposes) is not a foreign person (within the meaning of Section 1445 of the Code). Additionally, Grantor shall satisfy any similar state requirements, including without limitation permitting the withholding of funds (by County or Escrow Holder as required by law).

10.3 Survival. In general, any term, provision, covenant, agreement, representation or warranty of a party that has not been fully performed as of the Close of Escrow shall survive the Close of Escrow; and, in particular, the terms, provisions, covenants, agreements, representations and/or warranties in Sections 7, 8 and 9 shall continue after and survive the Close of Escrow.

10.4 Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement between the Parties relating to the sale of the Property, including but not limited to the transfer of permanent and temporary real property interests described herein above. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are void and of no force and effect. Any amendment to this Agreement is of no force and effect unless it is in writing and signed by the County and Grantor.

10.5 Counterparts. The Parties may execute and deliver this Agreement in counterparts, each of which so executed, irrespective of the date of its execution and delivery, is and is deemed an original, and all such counterparts together constitute one and the same document.

**Agreement for Purchase
Oakdale Irrigation District
Page 8 of 18**

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____
as follows:

GRANTEE

STANISLAUS COUNTY

By: _____
Channcce Condit
Chairman of the Board of Supervisors

ATTEST:

Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By: _____
Deputy Clerk

APPROVED AS TO CONTENT:

Department of Public Works

By: _____
David A. Leamon, Director

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By: _____
G. Michael Ziman
Deputy County Counsel

GRANTOR

OAKDALE IRRIGATION DISTRICT,
a California Irrigation District

By: _____
Thomas D. Orvis, President

By: _____
Scot Moody, General Manager/Secretary

**Exhibit "A"
Partial Fee
Legal Description**

**North County Corridor Phase 1 Construction Project
Oakdale Irrigation District to County of Stanislaus
APN: 084-001-006**

Legal description

A portion of the land described in Deed, filed for record August 10, 1937 in Book 628 of Official Records, at Page 236, Stanislaus County Records, and situate in the northeast quarter of Section 1, Township 3 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, northerly of course (12), (13), (14), (15) and (16) of the following described line:

COMMENCING at a 3/4" iron pipe, tagged LS 5797 at the West quarter corner of said Section 1, shown as a 3/4" iron pipe with plastic plug stamped LS 7616 on that certain map filed for record February 3, 2012 in Book 33 of Surveys, at Page 2, Stanislaus County Records, from which a 5" concrete monument with copper plate at the Center 1/4 corner of said Section 1, as shown on that certain map filed for record on August 13, 2003 in Book 52 of Parcel Maps, at Page 38, Stanislaus County Records, bears North 89°47'12" East 2643.19 feet; thence along the West line of said northwest quarter of Section 1 North 00°16'51" West 828.42 feet to the **TRUE POINT OF BEGINNING**;

thence (1), North 89°43'09" East 86.95 feet;

thence (2), North 58°38'38" East 774.74 feet;

thence (3), North 00°00'00" East 195.30 feet;

thence (4), North 64°24'23" East 1991.23" feet;

thence (5), North 74°52'21" East 225.72 feet to a point on the northerly right-of-way line of the 150-foot wide Modesto Irrigation District's Main Canal;

thence along said northerly right-of-way line the following four (4) courses:

thence (6), easterly 34.39 feet along the arc of a non-tangent curve concave to the North having a radius of 195.99 feet, to which beginning a radial line bears South 13°54'57" West, through a central angle of 10°03'11";

thence (7), South 86°08'14" East 77.63 feet;

Agreement for Purchase
Oakdale Irrigation District
Page 10 of 18

thence (8), easterly 117.35 feet along the arc of a curve concave to the North having a radius of 327.98 feet through a central angle of 20°30'00";

thence (9), North 73°21'46" East 65.69 feet to a point on the westerly right-of-way line of the Burlington Northern & Santa Fe Railroad (100 feet wide);

thence (10), continuing North 73°21'46" East 180.04 feet to the intersection of said northerly right-of-way line of the 150-foot wide Modesto Irrigation District's Main Canal and the easterly right-of-way line of Terminal Avenue (80 feet wide);

thence (11), along said easterly right-of-way line North 18°04'11" West 143.96 feet to a point from which the North line of said Section 1 bears North 18°04'11" West 133.21 feet, measured along said easterly right-of-way line and its northerly extension thereof;

thence (12), leaving said easterly right-of-way line and proceeding easterly 866.46 feet along the arc of a non-tangent curve concave to the South having a radius of 6901.75 feet, to which beginning a radial line bears North 11°26'20" West, through a central angle of 07°11'35";

thence (13), easterly 32.45 feet along the arc of a compound curve concave to the South having a radius of 141.24 feet, to which beginning a radial line bears North 04°14'45" West, through a central angle of 13°09'53";

thence (14), South 81°04'52" East 41.64 feet;

thence (15), easterly 48.02 feet along the arc of a non-tangent curve concave to the North having a radius of 192.88 feet, to which beginning a radial line bears South 09°24'21" West, through a central angle of 14°15'47";

thence (16), easterly 389.83 feet along the arc of a non-tangent curve concave to the South having a radius of 8108.02 feet, to which beginning a radial line bears North 02°59'59" West, through a central angle of 02°45'17";

thence (17), along a non-tangent line North 90°00'00" East 455.50 feet;

thence (18), South 85°25'45" East 129.42 feet;

thence (19), South 08°35'42" East 173.79 feet;

thence (20), South 09°37'03" East 156.10 feet;

thence (21), North 89°47'37" East 95.97 feet to a point on the East line of Section 1, Township 3 South, Range 9 East, Mount Diablo Meridian, and the terminal point of this description, said terminal point bears South 00°12'23" East 327.65 feet from a 2" iron pipe with brass cap, stamped LS 3260 at the

Agreement for Purchase
Oakdale Irrigation District
Page 11 of 18

northeast corner of said Section 1, as shown on that certain map filed for record August 12, 1983 in Book 16 of Surveys, at Page 16, Stanislaus County Records.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access, appurtenant to GRANTOR's remaining property, n and to the freeway.

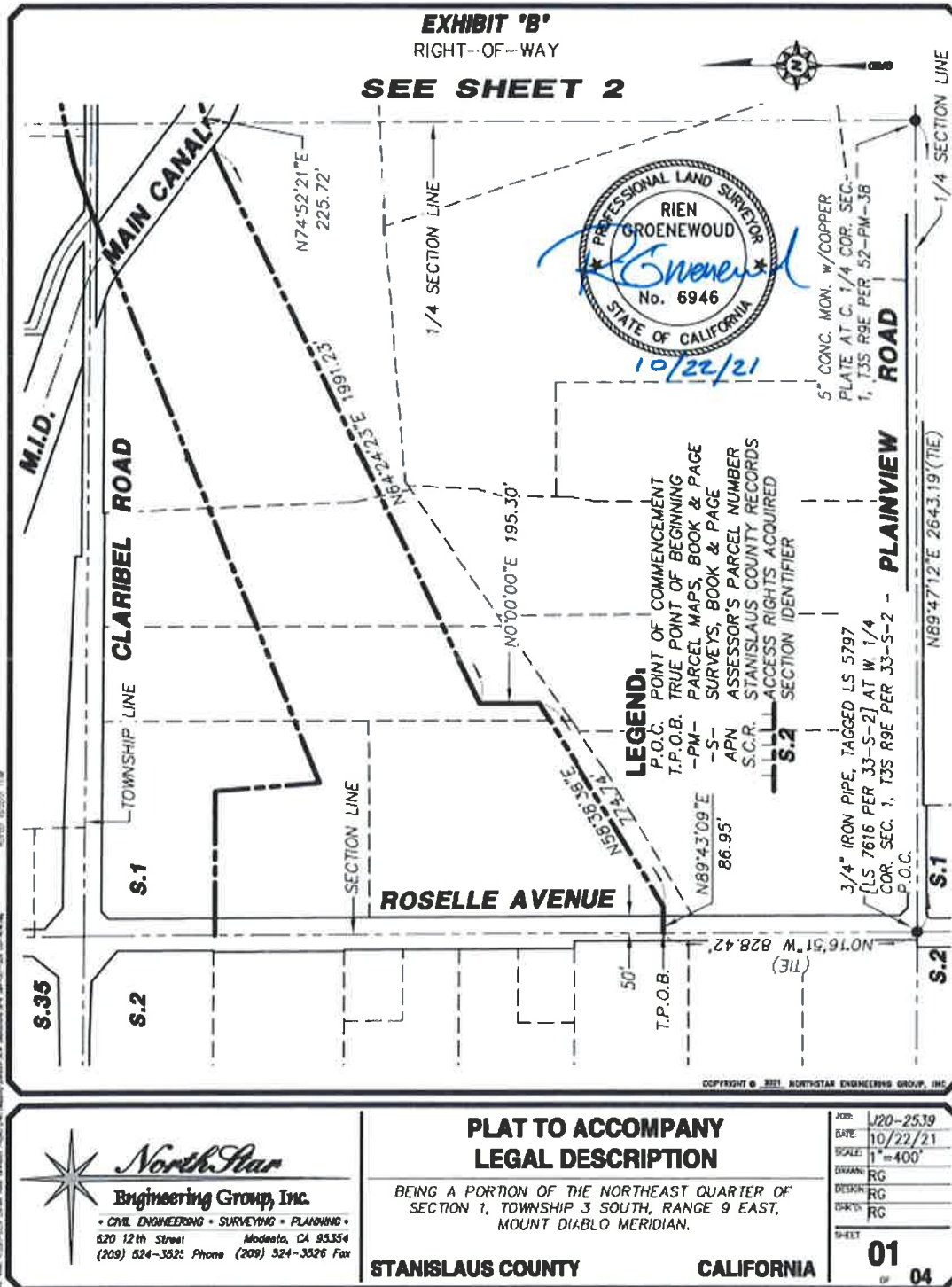
The Basis of Bearings for this description is the California State Plane Coordinate System 83 (2010.00), Zone 3, adjusted to NGS monuments "F 1388" (PID HS4417), "U 1414" (PID HS4500) and GPS Station Number 601, as shown on that certain map filed for record April 25, 2013 in Book 33 of Surveys, Page 54, Stanislaus County Records. All distances and areas shown are grid. To convert to ground distances, divide grid distances by a combined scale factor of 0.999927913.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

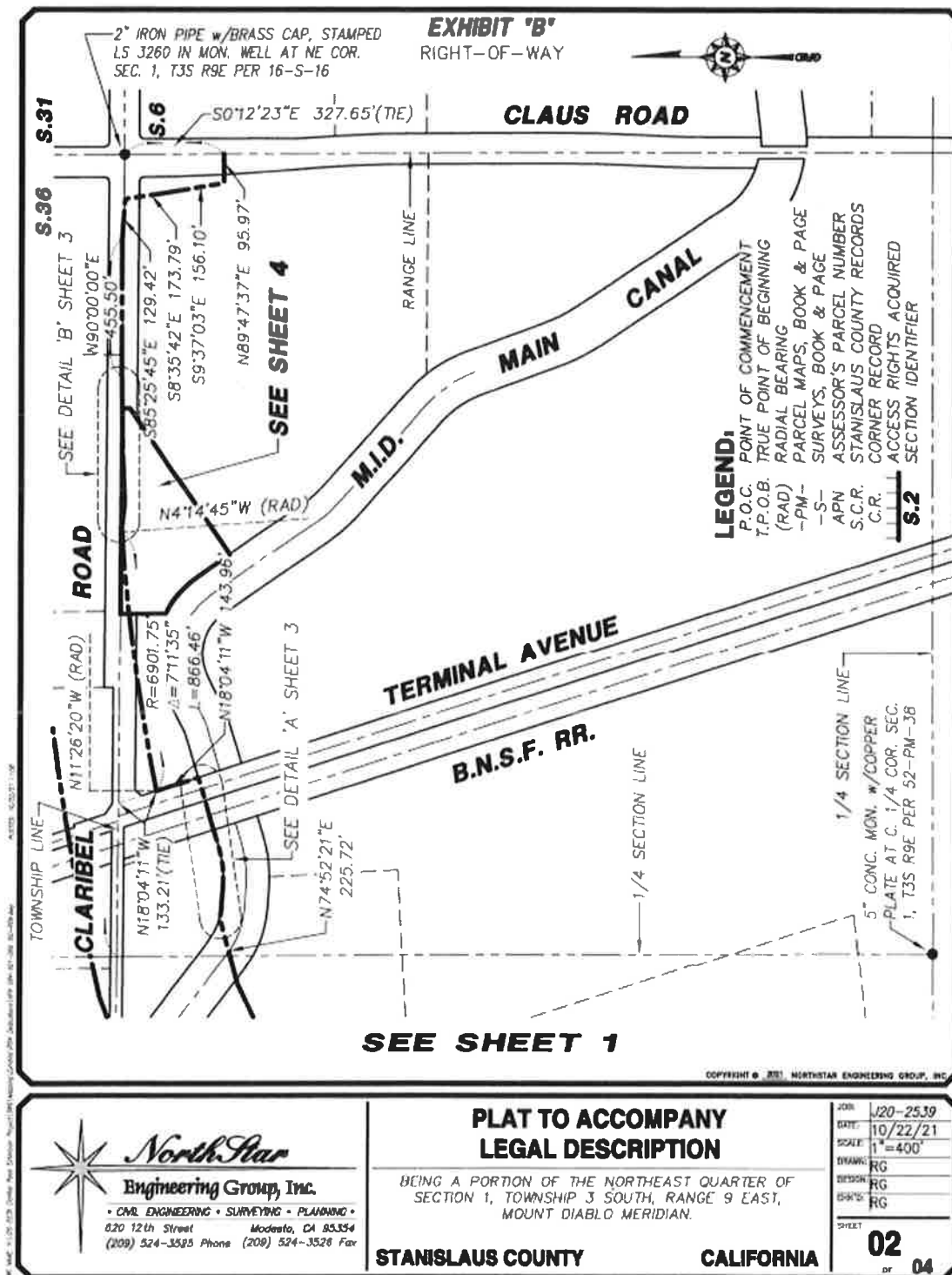

Rien Groenewoud, P.L.S. 6946

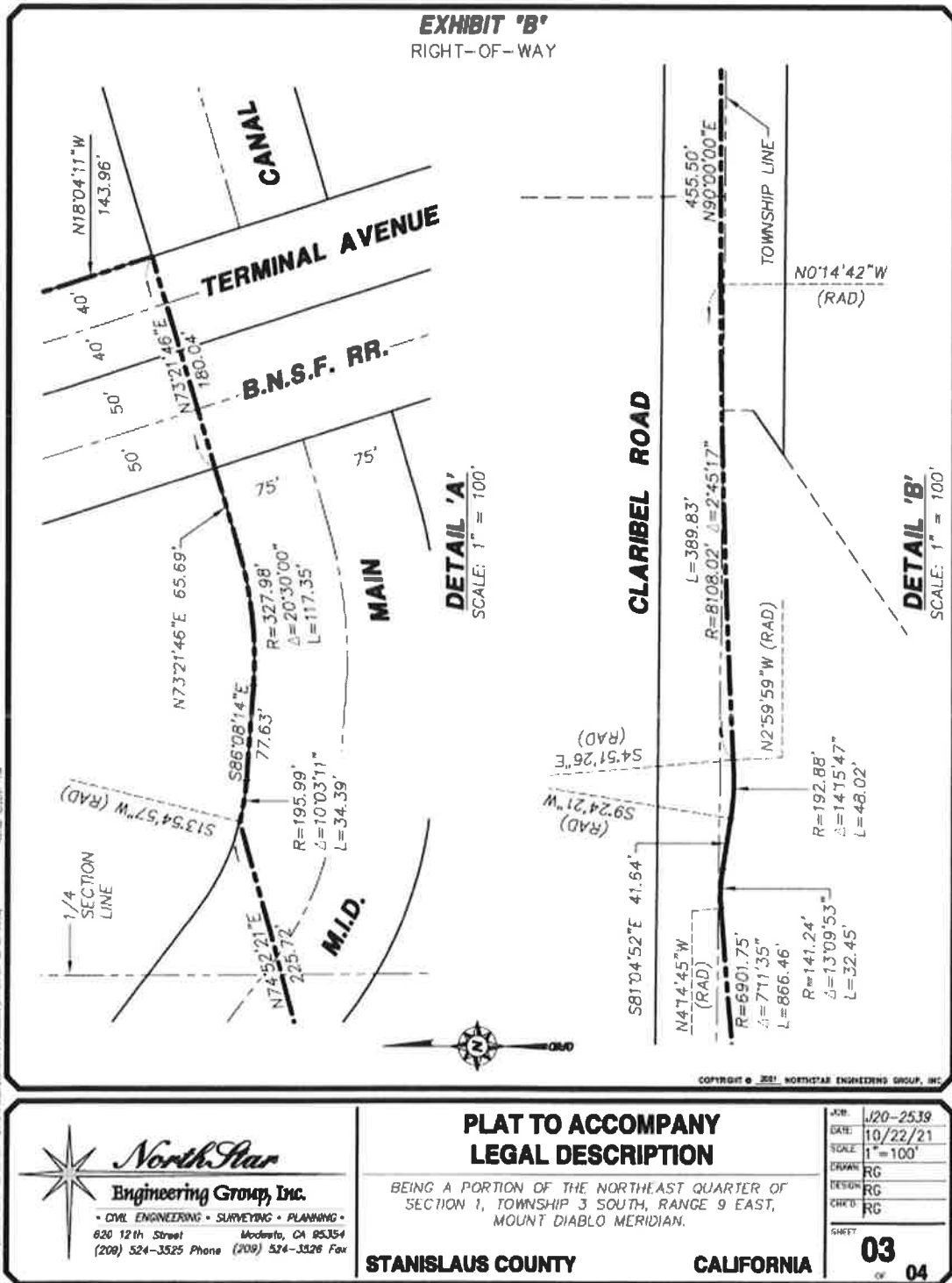


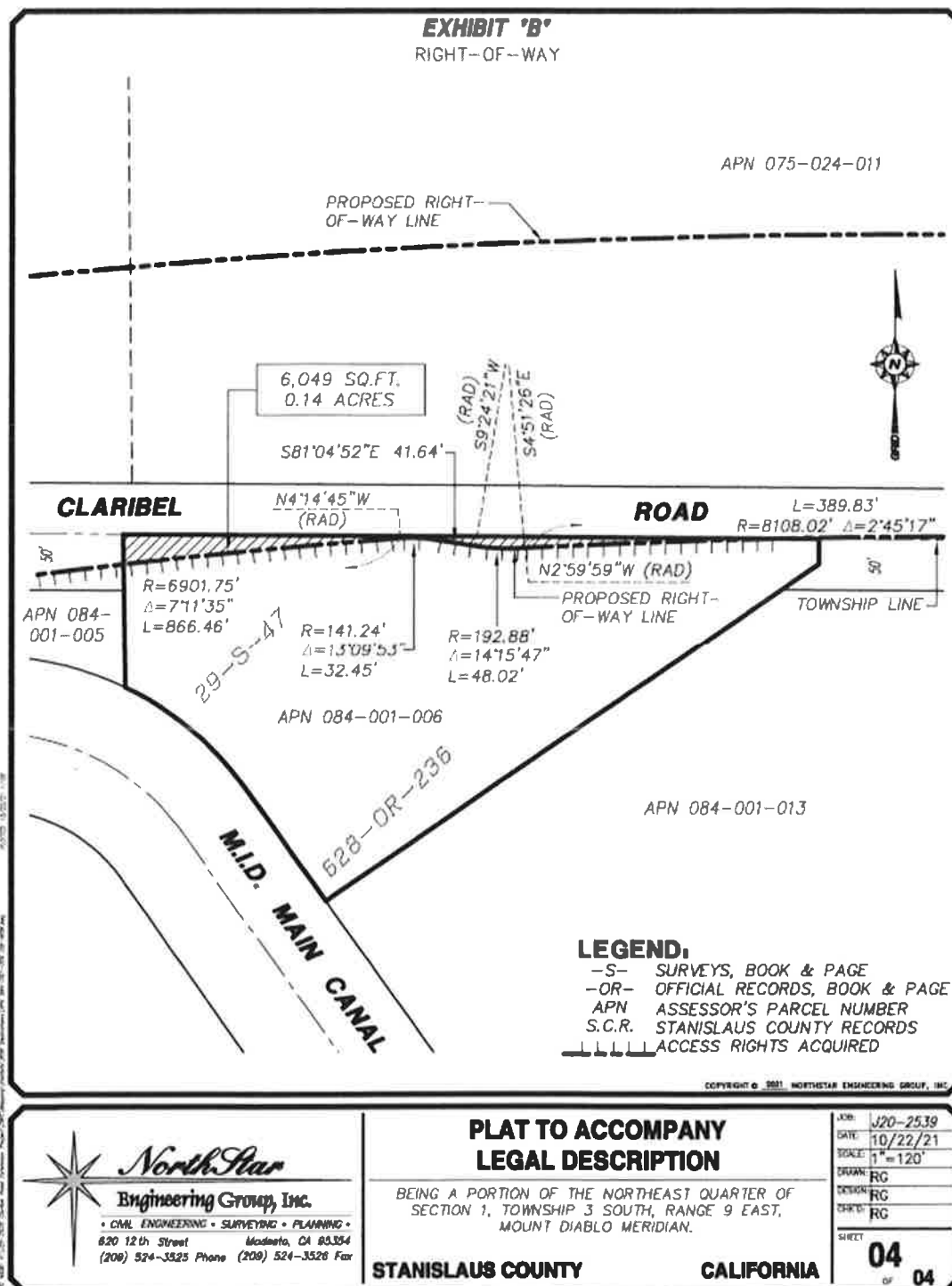
Exhibit "B"
Partial Fee
Plat Map



Agreement for Purchase
Oakdale Irrigation District
Page 13 of 18







**Exhibit "C"
Road Easement
Legal Description**

**North County Corridor Phase 1 Construction Project
Oakdale Irrigation District to County of Stanislaus
APN: 084-001-006**

Legal description

A portion of the land described in Deed to Oakdale Irrigation District, filed for record August 10, 1937 in Book 628 of Official Records, at Page 236, Stanislaus County Records, and situate in the northeast quarter of Section 1, Township 3 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, being more particularly described as follows:

BEGINNING at a point on the southeasterly line of said District's property, said Point of Beginning being also the southwest corner of that certain land described in Road Deed to the County of Stanislaus, filed for record April 6, 1979 in Book 3174 of Official Records, at Page 774, Stanislaus County Records;

thence (1), leaving said southeasterly line and proceeding South 89°57'32" West 114.12 feet;

thence (2), South 89°29'29" West 280.07 feet;

thence (3), westerly 247.13 feet along the arc of a curve concave to the South having a radius of 1979.86 feet through a central angle of 07°09'06" to a point on the West line of said District's property;

thence (4), along said non-tangent West line, North 00°53'38" West 45.41 feet;

thence (5), easterly 270.26 feet along the arc of a non-tangent curve concave to the South having a radius of 6901.75 feet, to which beginning a radial line bears North 06°29'22" West, through a central angle of 02°14'37";

thence (6), easterly 32.45 feet along the arc of a compound curve concave to the South having a radius of 141.24 feet, to which beginning a radial line bears North 04°14'45" West, through a central angle of 13°09'53";

thence (7), South 81°04'52" East 41.64 feet;

thence (8), easterly 48.02 feet along the arc of a non-tangent curve concave to the North having a radius of 192.88 feet, to which beginning a radial line bears South 09°24'21" West, through a central angle of 14°15'47";

Agreement for Purchase
Oakdale Irrigation District
Page 17 of 18

thence (9), easterly 247.53 feet along the arc of a non-tangent curve concave to the South having a radius of 8108.02 feet, to which beginning a radial line bears North 02°59'59" West, through a central angle of 01°44'57" to a point on the North line of said northeast quarter;

thence (10), along said North line of the northeast quarter South 89°35'38" East 39.56 feet;

thence (11), leaving said North line and proceeding perpendicular to afore described course (10), South 00°24'22" West 25.00 feet to the northwest corner of said Road Deed;

thence (12), along the northwesterly line of said Road Deed, being also said southeasterly line of the District's property, South 55°24'43" West 43.59 feet to the Point of Beginning.

Containing (31,361 square feet Grid) 31,366 square feet [0.72 acres] Ground, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System 83 (2010.00), Zone 3, adjusted to NGS monuments "F 1388" (PID HS4417), "U 1414" (PID HS4500) and GPS Station Number 601, as shown on that certain map filed for record April 25, 2013 in Book 33 of Surveys, Page 54, Stanislaus County Records. All distances and areas shown are grid. To convert to ground distances, divide grid distances by a combined scale factor of 0.999927913. To convert to ground areas, divide grid areas by the combined factor squared (0.99985583).

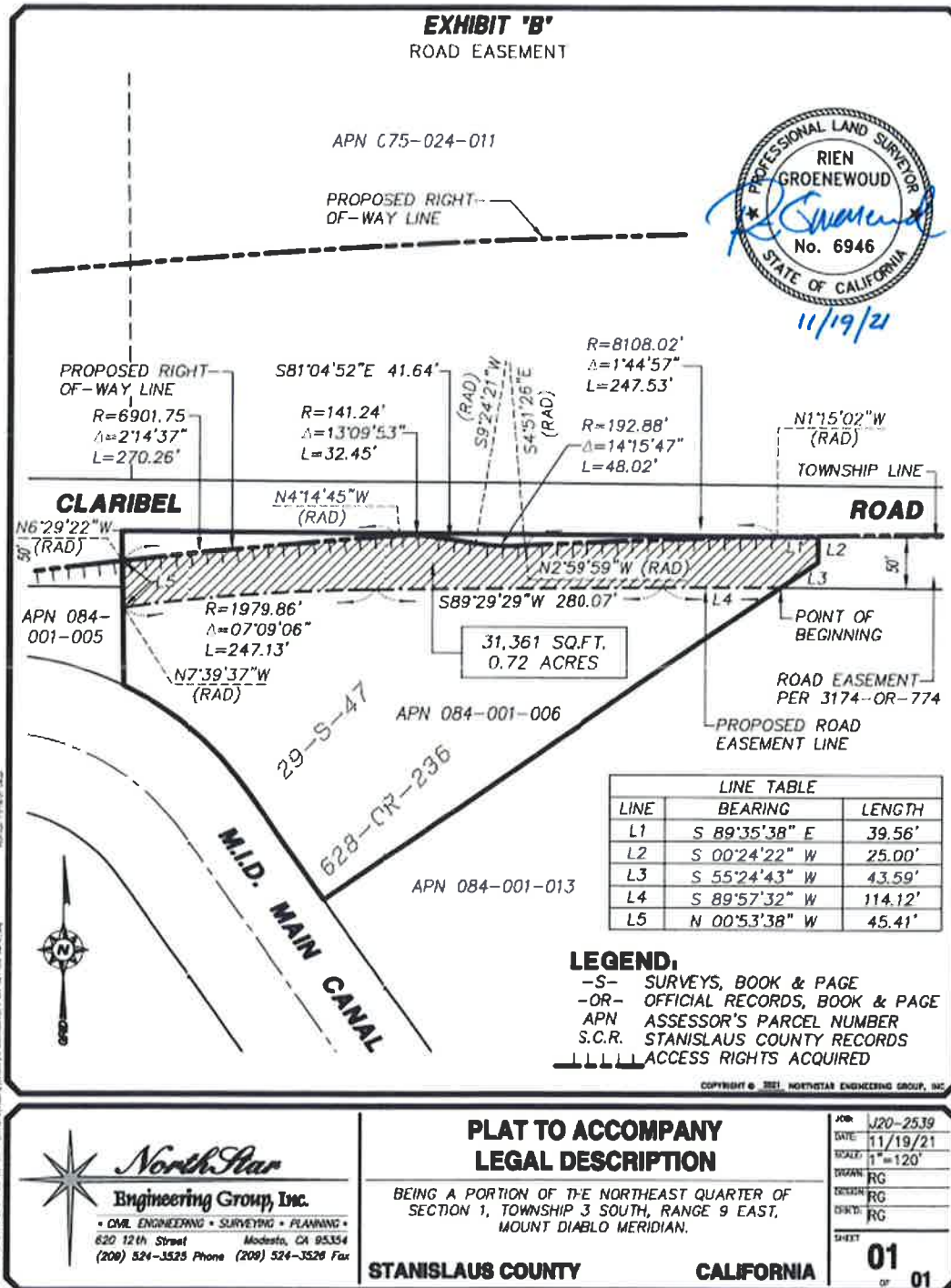
All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.


Rien Groenewoud, P.L.S. 6946



11/19/21

Exhibit "D"
Road Easement
Plat Map



BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 12
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE STANISLAUS AND TUOLUMNE RIVERS GROUNDWATER BASIN ASSOCIATION GROUNDWATER SUSTAINABILITY AGENCY COST SHARING AGREEMENT AND ALLOW THE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Approve the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency Cost Sharing Agreement and allow the General Manager to execute on behalf of the Oakdale Irrigation District

BACKGROUND AND/OR HISTORY:

In 2017 the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) formed a Groundwater Sustainability Agency (GSA) within the Modesto Subbasin pursuant to the Groundwater Sustainability Management Act (SGMA). The STRGBA GSA member agencies include Stanislaus County, Tuolumne County (under agreement with Stanislaus County), Oakdale Irrigation District, Modesto Irrigation District and the Cities of Oakdale, Riverbank, Modesto, and Waterford. A single Groundwater Sustainability Plan (GSP) for the Modesto Subbasin was subsequently developed and submitted to DWR in compliance with SGMA prior to the January 2022 deadline.

Earlier this year the City of Modesto, on behalf of the STRGBA GSA agencies, solicited both Statements of Qualifications and Request for Proposals from qualified consultant engineers for services to develop the Annual Groundwater Reports for water years 2023-2028 (6 total), update the 2022 GSP for submittal prior to the January 2027 deadline, and provide continued support with other miscellaneous SGMA related tasks. Two (2) proposals were received and through the review process Todd Groundwater (Todd GW) was ultimately selected. Todd GW is also the consultant that drafted and submitted the 2022 GSP for the Modesto Subbasin.

The STRBGA GSA operates under an MOU so the group as a whole does not have the capacity to enter into contracts. The City of Modesto contracted directly with Todd GW to complete the 2022 GSP and is once again willing to execute this contract with Todd GW. As was agreed upon with the City of Modesto for the 2022 GSP contract with Todd GW, each of the seven (7) STRGBA GSA member agencies are proposed to contribute an 1/8th (12.5%) share of the annual total with Tuolumne County, as an independent GSA in the Modesto Subbasin, also contributing an 1/8th (12.5%) share through a separate agreement they have in place with Stanislaus County.

The proposed cost-share schedule over the term of the Cost Sharing Agreement is as follows:

Annual Budget	Annual Report Annual Cost	GSP Annual Cost	Contingency Amount	Total Annual Cost	Annual Payment Per Member Agency (12.5% of annual cost)
2023	\$157,925	0	\$30,221	\$188,146	\$23,518
2024	\$161,084	0	\$30,221	\$191,305	\$23,913
2025	\$141,708	431,355	\$30,221	\$603,284	\$75,411
2026	\$144,542	431,355	\$30,221	\$606,118	\$75,765
2027	\$170,943	0	\$30,221	\$201,164	\$25,146
2028	\$174,362	0	\$30,221	\$204,583	\$25,573
Total Over Six Payments w/ 10% Contingency Per Member				\$1,994,601	\$249,325
Joint Total Over Six Payments for STRGBA GSA					\$1,994,601

The governing board for each STRGBA GSA member agency will now need to formally authorize the execution of the attached Cost Sharing Agreement. Staff is recommending the Board approve the Cost Sharing Agreement as drafted and allow the General Manager to execute on behalf of the Oakdale Irrigation District.

FISCAL IMPACT: \$249,325 per STRGBA GSA member agency over a 6-year term (2023-2028).

ATTACHMENTS:

- STRGBA GSA Equitable Project Cost Sharing and Reimbursement Agreement for Updating of the Groundwater Sustainability Plan and Development of the Groundwater Annual Reports (Cost Sharing Agreement)

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**STRGBA GSA
EQUITABLE PROJECT COST SHARING AND REIMBURSEMENT AGREEMENT
FOR
UPDATING THE GROUNDWATER SUSTAINABILITY PLAN AND DEVELOPMENT
OF THE GROUNDWATER ANNUAL REPORTS**

This EQUITABLE PROJECT COST SHARING AND REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the CITY OF OAKDALE, a California municipal corporation, the CITY OF RIVERBANK, a California municipal corporation, the CITY OF MODESTO, a California municipal corporation, the CITY OF WATERFORD, a California municipal corporation, STANISLAUS COUNTY, a political subdivision of the State of California, the OAKDALE IRRIGATION DISTRICT, a California special district, and the MODESTO IRRIGATION DISTRICT, a California special district. Each of the parties to this Agreement shall individually be referred to as the “Party,” or collectively, as the “Parties.” This Agreement is entered into this _____ day of _____, 2023.

RECITALS:

WHEREAS, the Parties formed the STANISLAUS AND TUOLUMNE RIVERS GROUNDWATER BASIN ASSOCIATION GROUNDWATER SUSTAINABILITY AGENCY (“STRGBA GSA”) in 2017 pursuant to the MEMORANDUM OF UNDERSTANDING Forming the STANISLAUS AND TUOLUMNE RIVERS GROUNDWATER BASIN ASSOCIATION GROUNDWATER SUSTAINABILITY AGENCY (“GSA MOU”) entered into and duly adopted by each Party to this Agreement, and

WHEREAS, the recitals to the GSA MOU identify the GSA’s obligations to, inter alia, develop a Groundwater Sustainability Plan, as defined in GSA MOU Section 3.9 (“GSP”), for the Modesto Sub-basin, as defined in GSA MOU Section 3.12 (“Modesto Sub-basin”), and

WHEREAS, the Parties have received a proposal from and intend to engage a consultant, TODD GROUNDWATER (“Consultant”), to update the Modesto Sub-basin GSP and prepare Groundwater Annual Reports (“GWARs”) for its adoption by the Parties pursuant to the Sustainable Groundwater Management Act of 2014, and

WHEREAS, the TOTAL Consultant (all Fees and Services) cost per Consultant’s proposal is provided at Exhibit 1 in the amount of ONE MILLION NINE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED AND ONE DOLLARS, such TOTAL Consultant cost is composed of Consultant’s Base Fee and Contingency Services, as each is defined in Exhibit 1, and

WHEREAS, this Agreement identifies each Party’s Funding Percentage, as defined in GSA MOU Section 3.4 and described in GSA MOU Section 7.1, with respect to the TOTAL Consultant cost to develop the GWARs and update the GSP for their due adoption by the Parties no later than April 1st each year and January 31, 2027 respectively.

NOW, THEREFORE, the Parties, on the terms and conditions herein set forth, hereby agree as follows:

TERMS:

1. The CITY OF MODESTO shall enter into an agreement with the Consultant on behalf of the STRGBA GSA. THE CITY OF MODESTO will manage the funding and payment in accordance with this Agreement and as directed by the Parties through the STRGBA GSA.

2. Subject to the direction and prior approval of the Parties through the STRGBA GSA, the CITY OF MODESTO shall execute an agreement with the Consultant for the update of the Modesto Sub-basin GSP and development of the GWARs for the amounts stated in Exhibit 1, TOTAL Consultant cost (Base Fee plus Contingency Services).

3. Subject to prior approval by the Parties through the STRGBA GSA, the CITY OF MODESTO will pay the TOTAL Balance, as described in Exhibit 1 as ONE MILLION NINE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED AND ONE DOLLARS, pursuant to the terms below.

4. The Parties shall each pay a share of the TOTAL Balance to the CITY OF MODESTO as reimbursement for the CITY OF MODESTO's payment of the Total Balance as more specifically delineated in Exhibit 1 hereto ("Funding Share"). As specified in Exhibit 1, STANISLAUS COUNTY, agrees and promises that, for all cost-share obligations under this Agreement, including cost-share for Base Fee and Contingency Services, it shall also be responsible for all cost-share amounts allocable to Tuolumne County.

5. In the event that any additional agency becomes a Party to this Agreement, GSA MOU Section 4.5 shall govern the addition and the new party's payment of its proportionate share of the TOTAL Consultant cost and the proportionate decrease and refund of the other Parties' Funding Share.

7. Each Party shall make payment of its Funding Share pursuant to Exhibit 1 by: (1) six installment payments totaling the amount of the Funding Share, made consecutively at the end of each calendar year, with the first payment due and payable on December 31, 2023; or, (2) full payment of the Funding Share by December 31, 2023.

8. In the event the Consultant notifies the Parties that payment in excess of the TOTAL Consultant cost is needed, the Parties, through the STRGBA GSA, shall determine whether to approve such additional payment and, if so, direct the CITY OF MODESTO to contract with the Consultant accordingly.

9. In the event that the actual costs to complete the update of the Modesto Sub-basin

GSP and development of the GVARs by the Consultant are less than the TOTAL Consultant cost and do not require use of the entirety of the Parties' Funding Shares, the Funding Shares shall be recalculated based upon the new Balance and any funds paid in excess of the new Funding Shares shall be refunded to the respective Parties by the CITY OF MODESTO accordingly.

10. The CITY OF MODESTO shall direct the Consultant to provide regular updates on its work to the STRGBA GSA and as directed by the Parties. Upon the request of the Parties, the CITY OF MODESTO shall direct the Consultant to provide any interim drafts or models completed for the update of the Modesto Sub-basin GSP and development of the GVARs to the Parties. Each Party that has paid its respective Funding Share in full shall be entitled to copies of all final deliverables created by the Consultant.

11. This Agreement is governed by the GSA MOU and it shall control as to items that are not otherwise specifically addressed herein by this Agreement.

12. This Agreement may be modified only with the written agreement of the Parties.

IN WITNESS WHEREOF, the CITY OF OAKDALE, a California municipal corporation, the CITY OF RIVERBANK, a California municipal corporation, the CITY OF MODESTO, a California municipal corporation, the CITY OF WATERFORD, a California municipal corporation, STANISLAUS COUNTY, a political subdivision of the State of California, the OAKDALE IRRIGATION DISTRICT, a California special district, and the MODESTO IRRIGATION DISTRICT, a California special district have authorized the execution of this Cost Sharing Agreement for update of the Groundwater Sustainability Plan and development of the Groundwater Annual Reports.

Add Agency Signature Page Here

EXHIBIT 1

COST-SHARE SCHEDULE FOR CONSULTANT FEE

2023

Agency	% Share	Total	Annual Payment
City of Modesto	12.5	\$188,146	\$23,518
City of Oakdale	12.5	\$188,146	\$23,518
City of Riverbank	12.5	\$188,146	\$23,518
City of Waterford	12.5	\$188,146	\$23,518
Stanislaus County	12.5	\$188,146	\$23,518
Stanislaus County Per Agreement with Tuolumne County	12.5	\$188,146	\$23,518
Modesto Irrigation District	12.5	\$188,146	\$23,518
Oakdale Irrigation District	12.5	\$188,146	\$23,518
Annual Total For 2023	100		\$188,146
Remaining Contract Balance/Budget			\$1,806,455

2024

Agency	% Share	Total	Annual Payment
City of Modesto	12.5	\$191,305	\$23,913
City of Oakdale	12.5	\$191,305	\$23,913
City of Riverbank	12.5	\$191,305	\$23,913
City of Waterford	12.5	\$191,305	\$23,913
Stanislaus County	12.5	\$191,305	\$23,913
Stanislaus County Per Agreement with Tuolumne County	12.5	\$191,305	\$23,913
Modesto Irrigation District	12.5	\$191,305	\$23,913
Oakdale Irrigation District	12.5	\$191,305	\$23,913
Annual Total For 2024	100		\$191,305
Remaining Contract Balance/Budget			\$1,615,150

2025

Agency	% Share	Total	Annual Payment
City of Modesto	12.5	\$603,284	\$75,411
City of Oakdale	12.5	\$603,284	\$75,411
City of Riverbank	12.5	\$603,284	\$75,411
City of Waterford	12.5	\$603,284	\$75,411
Stanislaus County	12.5	\$603,284	\$75,411
Stanislaus County Per Agreement with Tuolumne County	12.5	\$603,284	\$75,411
Modesto Irrigation District	12.5	\$603,284	\$75,411
Oakdale Irrigation District	12.5	\$603,284	\$75,411
Annual Total For 2025	100		\$603,284
Remaining Contract Balance/Budget			\$1,011,866

2026

Agency	% Share	Total	Annual Payment
City of Modesto	12.5	\$606,118	\$75,765
City of Oakdale	12.5	\$606,118	\$75,765
City of Riverbank	12.5	\$606,118	\$75,765
City of Waterford	12.5	\$606,118	\$75,765
Stanislaus County	12.5	\$606,118	\$75,765
Stanislaus County Per Agreement with Tuolumne County	12.5	\$606,118	\$75,765
Modesto Irrigation District	12.5	\$606,118	\$75,765
Oakdale Irrigation District	12.5	\$606,118	\$75,765
Annual Total For 2026	100		\$606,118
Remaining Contract Balance/Budget			\$405,748

2027

Agency	% Share	Total	Annual Payment
City of Modesto	12.5	\$201,164	\$25,146
City of Oakdale	12.5	\$201,164	\$25,146
City of Riverbank	12.5	\$201,164	\$25,146
City of Waterford	12.5	\$201,164	\$25,146
Stanislaus County	12.5	\$201,164	\$25,146
Stanislaus County Per Agreement with Tuolumne County	12.5	\$201,164	\$25,146
Modesto Irrigation District	12.5	\$201,164	\$25,146
Oakdale Irrigation District	12.5	\$201,164	\$25,146
Annual Total For 2027	100		\$201,164
Remaining Contract Balance/Budget			\$204,584

2028

Agency	% Share	Total	Annual Payment
City of Modesto	12.5	\$204,583	\$25,573
City of Oakdale	12.5	\$204,583	\$25,573
City of Riverbank	12.5	\$204,583	\$25,573
City of Waterford	12.5	\$204,583	\$25,573
Stanislaus County	12.5	\$204,583	\$25,573
Stanislaus County Per Agreement with Tuolumne County	12.5	\$204,583	\$25,573
Modesto Irrigation District	12.5	\$204,583	\$25,573
Oakdale Irrigation District	12.5	\$204,583	\$25,573
Annual Total For 2028	100		\$204,583
Remaining Contract Balance/Budget			\$0

Annual Cost Breakdown per TGW Task Schedule Estimates

Annual Budget	Annual Report Annual Cost	GSP Annual Cost	Contingency Amount	Total Annual Cost	Annual Payment Per Member Agency (12.5% of annual cost)
2023	\$157,925	0	\$30,221	\$188,146	\$23,518
2024	\$161,084	0	\$30,221	\$191,305	\$23,913
2025	\$141,708	431,355	\$30,221	\$603,284	\$75,411
2026	\$144,542	431,355	\$30,221	\$606,118	\$75,765
2027	\$170,943	0	\$30,221	\$201,164	\$25,146
2028	\$174,362	0	\$30,221	\$204,583	\$25,573
Total Over Six Payments w/ 10% Contingency Per Member				\$1,994,601	\$249,325
Joint Total Over Six Payments for STRGBA GSA					\$1,994,601

BOARD AGENDA REPORT

Date: November 7, 2023
Item Number: 13
APN: 062-009-037

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO DENY LANDOWNER'S REQUEST FOR A VARIANCE TO OID POLICY TO PERMIT AND INSTALL MULTIPLE PRIVATE IRRIGATION DELIVERY POINTS ON OID'S AUSTIN PIPELINE

RECOMMENDED ACTION: Take Action to Deny Landowner's Request for a Variance to OID Policy to Permit and Install Multiple Private Irrigation Delivery Points on OID's Austin Pipeline

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District (OID) Austin Pipeline through APNs: 062-009-018/037 has had numerous leaks over the recent years due to aging pipe and existing tree roots damaging the pipeline. After several attempts to patch the pipeline, it has been determined that the pipeline has reached the end of its useful life and requires replacement through these parcels.

The landowner of APN: 062-009-018 has requested that OID abandon the pipeline through his property because he would like to leave their trees and existing irrigation valves in-place. As a result, before formal abandonment, OID will perform a one-time installation of new PVC pipe to connect to his existing private irrigation line and install an OID in-line valve near the property line to isolate the private system from the OID pipeline when they aren't irrigating.

Evan Nino, the landowner of parcel immediately upstream (APN: 062-009-037), currently has 5 delivery points on the Austin Pipeline, 4 of which are private flood valves on top of the OID pipeline. In accordance with OID Rules and Regulations, flood valves are private and hence are the landowner's responsibility to repair or replace. Additionally, these valves on OID's pipelines are unmeasurable delivery points and thus non-compliant with **state mandated agricultural water measurement requirements (California Code of Regulations Title 23 Division 2 Chapter 5.1 Article 2 Section 597)**. In this situation OID is typically able to provide the landowner with the following options:

- 1. Remove and replace the existing OID pipeline in its current alignment and install one new point of delivery (tee, pipe, inline valve). The landowner, at their expense, would then need to connect to the new delivery point and install their own private irrigation system outside OID's ROW.**
- 2. Leave the existing pipeline and valves in-place, quitclaim/abandon ownership to the landowner, acquire a new OID easement and replace the existing pipeline in an alternate alignment of equal or lesser length. As part of the project, OID ties back into the existing pipeline for the landowner's continued irrigation from the old existing pipeline with one new point of delivery (tee, pipe, inline valve).**

OID has had numerous meetings with Mr. Nino, dating back to October 2022, discussing the project details and providing him with these various options to provide the least practicable impact to Mr. Nino.

Mr. Nino didn't want the trees on the pipeline to be removed and didn't want to lose his private irrigation valves, but also doesn't want to take responsibility for a new pipeline nor give OID an easement for a new pipeline alignment. Mr. Nino recently decided that the least impact option for him would be for OID to replace the pipeline within the existing historical alignment. The pipeline replacement would include the removal of approximately 190 linear feet of existing 14" concrete pipe and installation of 190 linear feet of 12" PVC pipe in its place. One new delivery point (12"x12" PVC tee, 12" PVC and inline valve) would be installed at Mr. Nino's desired location for Mr. Nino to connect to with his new private irrigation system improvements. Also, as part of this project, the trees within the OID and Caltrans right-of-way would need to be removed to facilitate construction and prevent any future damage to the new OID pipeline.

OID has obtained an approved Caltrans Encroachment Permit to perform work within the Caltrans right-of-way and with materials now in-hand OID notified Mr. Nino in writing of OID's intent to start construction on October 16, 2023. However, when OID crews arrived onsite, Mr. Nino refused to allow OID staff to work on the property or within the Caltrans right-of-way. Mr. Nino subsequently met with Director DeBoer along with OID staff on October 19th and is now requesting the Board's consideration for a variance to OID policy to allow his flood valves to be reinstalled on top of the pipeline or a new private irrigation system to be installed at OID's expense.

OID staff recommends denial of Mr. Nino's request. The California Constitution, Article XVI, §6 prohibits the giving or lending of public funds to any person, or entity, public or private unless the request falls under one of the exemptions provided for under the law. This request is outside the mission and purposes of OID, it serves no OID benefit, making the request illegal for OID to consider or approve.

FISCAL IMPACT: Varies depending on Mr. Nino's private irrigation system design.

ATTACHMENTS:

- Parcel Map
- Austin Pipeline Terminus Replacement Project – Demolition Plan and Vicinity Map

Board Motion:

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

VOTE:

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

Action(s) to be taken:

PARCEL MAP

OF LOT 416 OF THE REPLAT OF RUSH ADDITION
AS SHOWN ON THE MAP FILED IN BOOK 8 OF
MAPS, AT PAGE 18, STANISLAUS COUNTY
RECORDS, AND LYING IN A PORTION OF
SECTION 19, T.2S., R.10E., M.D.B. & M.
STANISLAUS COUNTY, CALIFORNIA

SCALE: 1"=100'

JUNE, 1992

MID-VALLEY ENGINEERING
900 "H" STREET-SUITE "G"
MODESTO, CALIFORNIA 95354

LEGEND:

- Set 3/4" Iron Pipe, with plastic plug in top stamped "L.S. 4685"
- Found monuments as noted.
- (A) Record as per Book 4 of SURVEY'S, Page 18, Stan. County Records.
- (B) Record as per Book 20 of Parcel Maps, Page 37, Stan. County Records.
- (C) Record as per Book 43 of Parcel Maps Page 90, Stan. County Records.
- (D) Record as per Book 38 of Parcel Maps Page 42, Stan. County Records.
- (E) Record as per Book 8 of Maps Page 18, Stan. County Records.
- (M) Measured on this survey.

BASIS OF BEARINGS:

The bearing of N01°20'00"W, along the centerline of Snedigar Road as shown on the map filed in Book 4 of SURVEY'S, Pg 18, Stanislaus County Records, was used for the basis of all bearings shown on this map.

RECORDER'S STATEMENT:

Filed this 15 day of Dec, 1992, at 2:28 clock P.M.
in Book 45 of PARCEL MAPS, at Page 61, Stanislaus County Records,
at the request of JIMMY G. BATEMAN

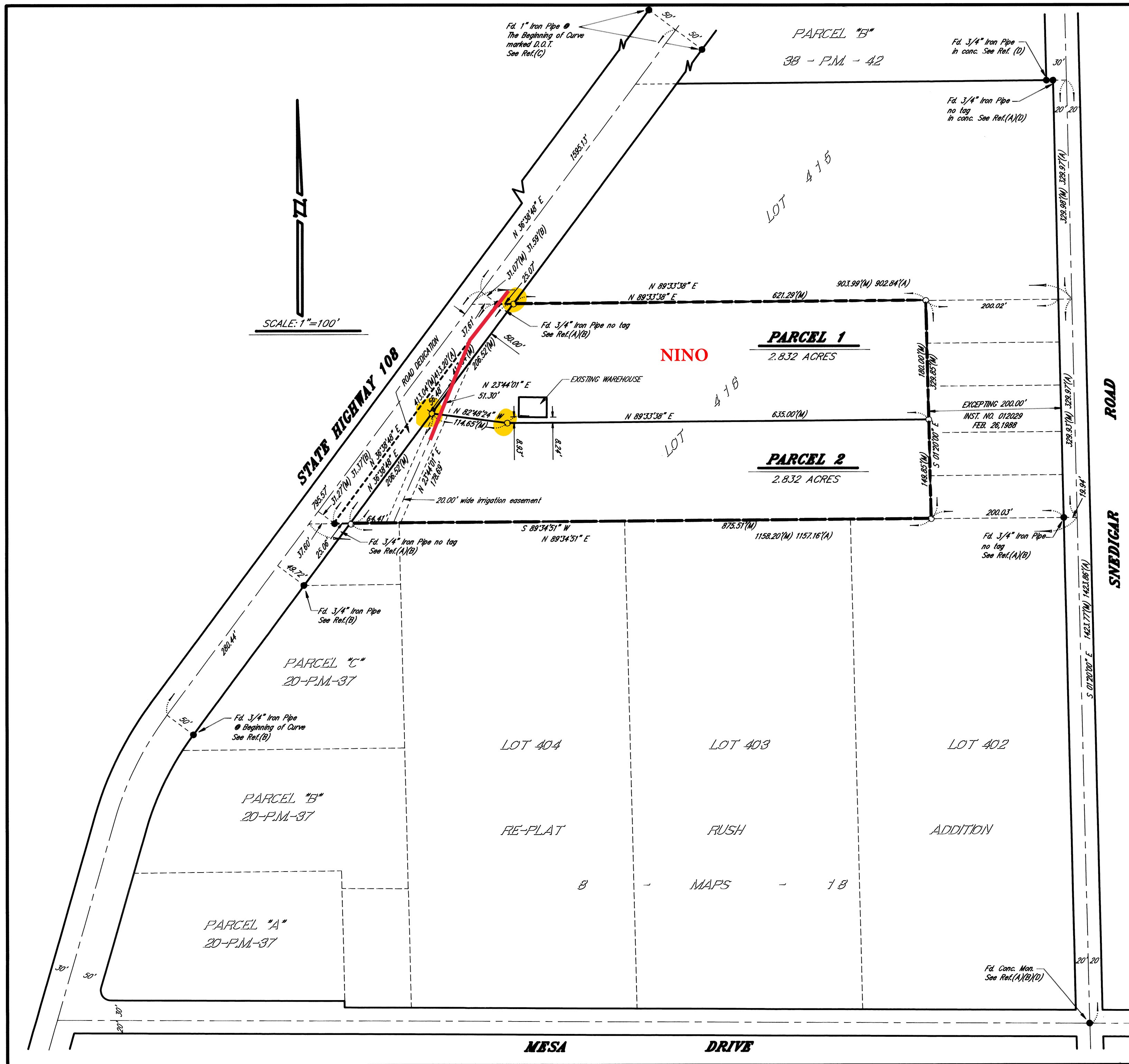
Instrument No. 120952

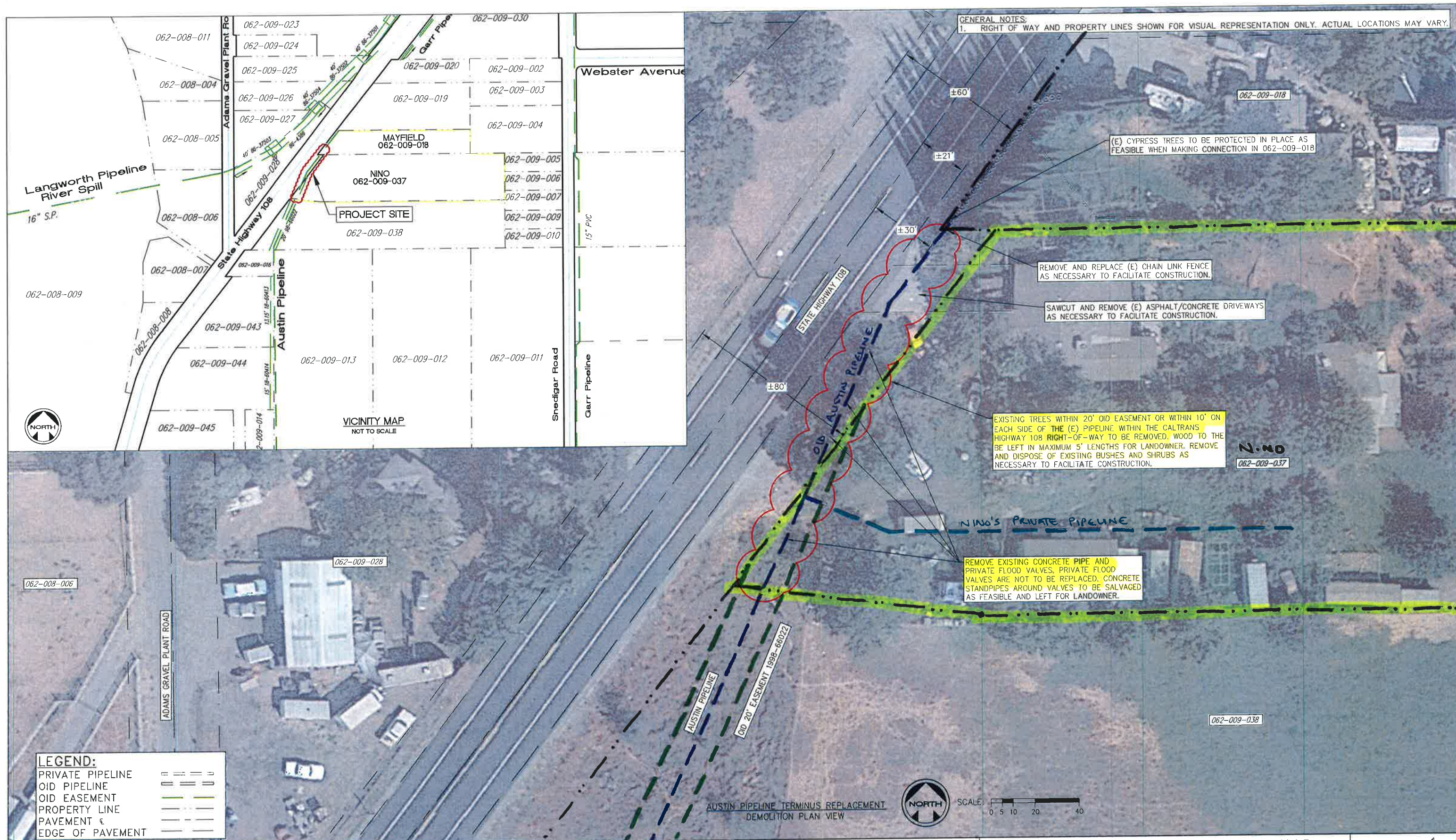
Fee 9.00 Paid.

KAREN MATHEWS, County Recorder
By Pat Seidel, Asst. Recorder/Deputy.
Pat Seidel
PRINT NAME

SHEET 2 OF 2 SHEETS
PLANNING COMMISSION RESOLUTION NO. 91-47

JOB NO. 70-409





OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE, CA 95361
(209) 847-0341 FAX (209) 847-3468

REVISIONS					
REV#	DESCRIPTION	DATE	APPROVED	SCALE:	AS SHOWN
				DRAWN BY:	TWH
				CHECKED BY:	ECT
				DATE:	9/12/23

**AUSTIN PIPELINE TERMINUS
REPLACEMENT PROJECT**
APN: 062-009-018/037
DEMOLITION PLAN & VICINITY MAP

SHEET: 1
OF: 4
Page 111 of 128

BOARD AGENDA REPORT

Date:	November 7, 2023
Item Number:	14
APN:	Varies

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH PROVOST AND PRITCHARD FOR THE 90% DESIGN OF THE CANYON TUNNEL PROJECT

RECOMMENDED ACTION: Take Action to Approve Amendment No. 1 to the Contract With Provost and Pritchard for the 90% Design of the Canyon Tunnel Project

BACKGROUND AND/OR HISTORY:

Development of the 90% Canyon Tunnel Project (Project) design was initiated in January of 2023 which included the following eight (8) phases of work:

1. Consultation and Coordination
2. Documentation of Existing Conditions
3. Hydrogeology Evaluation
4. 90 Percent Civil Design
5. 90 Percent Geostuctural Design
6. 90 Percent Electrical Design
7. Construction Cost Estimate
8. Geological Data and Geotechnical Baseline Reports

A Professional Services Agreement ("PSA") was previously approved for Provost & Pritchard Consulting Group (P&P) to execute the work on a Time and Materials ("T&M") basis not to exceed \$902,000. The 90% design work is approaching completion; however, additional budget will be required to finalize the design and complete tasks that were not included in the original scope of work. Throughout the design process, additional needs of the Project were identified that could not have been anticipated when the 90% design scope was originally developed. As such, P&P has provided a proposed budget increase that will allow the remaining work to be completed and the new tasks to be executed. The attached proposal includes an explanation regarding areas of work and tasks that were not originally anticipated.

The total proposed budget increase amounts to a total of \$416,450. As per the OID & SSJID Interagency Agreement, formal approval by the board of directors of each District is required for any contracts anticipated to exceed \$200,000. OID staff is recommending approval of the attached proposed amendment as drafted. Subsequently, SSJID staff and the P&P design team will provide a general project update at the November 16th TDP board meeting.

SCHEDULE UPDATE:

The 90% design was originally forecasted to be complete in November 2023. The extra work identified above has pushed substantial completion back to December of 2023. However, finalization of the 90% design will likely remain pending until certain terms associated with landowner negotiations are established. Specific areas of negotiation requiring resolution include water service to an adjacent landowner and the destination of the spoils generated from tunnel excavation (onsite or offsite). The

critical path for the Canyon Tunnel Project has now been shifted to landowner negotiations and acquisition of property interests. The tentative schedule for remaining tasks is as follows:

- Finalize 90% Design: Spring 2024
- Initiate 100% Design: Spring 2024
- Finalize 100% Design: Summer 2024
- Award Construction Contract: January 2025
- Begin Construction: Spring 2025
- Complete Construction: Spring 2028

FISCAL IMPACT:

Approval of the proposal would increase Canyon Tunnel Project expenditures for the 90% design work by up to **\$416,450**, although expenses will be billed on T&M. SSJID would be responsible for 72% (\$299,844) and OID for 28% (\$116,606) of the proposed increase. Although this was not specifically accounted for in OID's proposed 2024 budget, contingency was incorporated in anticipation of potential increases. If no additional increases occur, there are sufficient funds in the proposed budget to cover the Project.

Accumulated expenditures to date (through September 2023): \$2,772,665.32

ATTACHMENTS:

- Draft P&P 90% Canyon Tunnel Project Design Proposal - Amendment No. 1

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:

Project No. 1055-22-008

October 31, 2023

Forrest Killingsworth
South San Joaquin Irrigation District
PO Box 747
Ripon, CA 95366

**Subject: Amendment No. 1 – 90 Percent Design
Canyon Tunnel Project
Calaveras County, CA**

Dear Mr. Killingsworth:

Provost & Pritchard Consulting Group (P&P) has prepared this Amendment to continue to provide Design services for the subject project located in Calaveras County, CA. As requested, we are providing this amendment request for your authorization to continue our services.

P&P prepared our 90% Design proposal in November 2022 with assumptions detailed in our proposal based on our understanding at that time of the project demands and requirements. As discussed in our November 2022 proposal, additional needs of the project were identified during the design process that we could not have predetermined and, therefore, additional work scope has been performed that has affected the overall budget of the project.

The scope of each phase is summarized below, and a description of the work completed and the work remaining is included. Our estimated amendment budget is summarized following the scope descriptions.

Scope of Services

Phase 1: Consultation and Coordination

This phase has been used for general consultation and coordination as described in our original proposal. This phase also includes DSOD correspondence, coordination and submittals. P&P staff has also been using this phase to coordinate with permitting work and preparing and submitting monthly updates to SSJID for the Board.

Completed work in this phase includes:

- Participate in project kickoff meeting
- Participate in Board meetings as requested
- Prepared application and DSOD fee documentation
- Landowner matrix
- Coordinated study sessions
- Participate in PG&E discussions and considerations (not in original scope)

- Prepared 10 monthly updates with schedule updates for the Board (not in original scope)
- Interaction and submittals to DSOD
- Interaction, coordination and track permitting activity (not in original scope)

We anticipate additional interaction with DSOD and submittals, additional coordination with permitting (401 and 404 permits), additional monthly updates and various consultation services.

Through October 22, 2023, our remaining budget is approximately \$17,000; we do not anticipate additional budget is needed for this phase unless additional scope is added (i.e., landowner negotiation support, public outreach support).

Phase 2: Documentation of Existing Conditions

Completed work in this phase includes:

- In-person records search at DSOD and request of records
- Site investigation of existing structure performed by divers
- Testing of core samples
- Videography of conditions of existing structures (not in original scope)
- Bathymetric survey (not in original scope)
- 3D laser scans and modeling of upstream intake structure (not in original scope)
- Surveying services

After approval of our budget, the scope of work increased for the diver team and additional 3D laser scan survey work was performed. This phase of work is complete and the budget was exceeded by approximately \$52,840. No additional charges will be charged to this phase.

Phase 3: Hydrogeology Evaluation

As described in our May 3, 2023 Memo, this phase included compilation and analysis of existing data on wells, evaluation and determination of best piezometers to collect data, site field work to perform testing of the existing piezometers, evaluation of data and preparation of the memo summarizing the findings.

The work in this phase helps support both the Geotechnical Baseline Report and the Geological Data Report, that will be used as contract documents when going to bid on this project.

This work was completed with approximately \$2,290 remaining in the budget. The phase of work is complete and no further charges will be accrued to this phase.

Phase 4: 90 Percent Civil Design

Civil design includes the structural design components for the upstream portal intake structure, and downstream flume tie-in design. The work for this phase included multiple site meetings with personnel from all three client partners (SSJID, OID and TDP) and interaction to determine the needs and operational requirements of the TDP staff. Additionally, P&P reviewed various water flow data provided by both SSJID and TDP personnel. This phase included hydraulic analysis for the tunnel and downstream canal connection, and ferry design with our subconsultant and design

of landings. Work in this phase also includes design and calculations for the upstream intake concrete lid that will resist potential rockfall impact loads.

P&P is scheduled to have plan set drawings for review by SSJID, OID and TDP on December 18, 2023. After distribution to the districts, P&P will submit the same drawings to DSOD for their on-going review.

Under this phase, we will also be submitting technical specifications. Design memos and reporting will be submitted as part of our final documents.

P&P's budget for this phase has approximately \$34,900 remaining. We have estimated the fees to achieve final 90% design is \$199,200. This amount includes anticipated fees related to both district and DSOD revisions comments.

Phase 5: 90 Percent Geotechnical Design

The work in this phase includes tunnel and surface excavation permanent shoring analyses, design, calculations and reporting, plus geotechnical design criteria for exterior civil structures. During our work in preparing the draft GBR, we had identified a portion of the tunnel that would need to be extended for improved tunneling conditions during construction. This resulted in additional analyses, ground condition identification, and spoils volume.

Design memos will be provided to go with our work and to be included in contract documents for bidding purposes. Our work also includes drawings, specifications, updated geohazard report (also provided to DSOD for review and comment) and rockfall analysis report for DSOD review and comment (not anticipated in original scope).

We anticipate preliminary DSOD review comments on the reports to be returned in mid-November and will incorporate their review into the final documents provided to SSJID. P&P hadn't initially included publication of the reports in our November 2022 proposal.

P&P's budget for this phase is currently exceeded by about \$43,300 and our estimate to finish through 90% final completion deliverable is \$28,000.

Phase 6: 90 Percent Electrical Design

Phase 6 is the most influenced by TDP's input. P&P and our subconsultant, J. Calton Engineering, has participated in site visits and coordination beyond our initial expectations. Because of the operational needs of TDP personnel and evolving electrical requirements and the intricacies of gauging stations upstream and downstream and tie-in requirements for SCADA, this phase is estimated to need an additional \$13,000 to meet the final deliverable milestone. Our current remaining budget for this phase is \$65,200 bringing this phase to \$78,200 to complete our 90% deliverable.

Phase 7: Construction Cost Estimate

P&P's civil group is working on the construction cost estimate for the upstream portal intake structure and downstream tie-in flume costs while our subconsultant, Mike Gowing, will be handling all things tunnel and excavation/shoring related for cost estimating. Our original estimated fee for this phase was \$29,000. With additional work to provide comparison costs for hauling, additional length of tunnel, updated spoils calculations, we have estimated an additional

\$9,000 to achieve final completion for 90% design on the cost estimating tasks in addition to our current remaining budget of approximately \$24,000 resulting in a budget of \$33,000 to complete.

Phase 8: Geologic Data and Geotechnical Baseline Reports

P&P compiled and analyzed data, reviewed the geologic features of the borehole logs, reviewed the data provided by the hydrogeologists in Phase 3, and drafted the GBR report for discussion with SSJID and OID. We participated in a study session with both districts and are ready to finalize the report. Our current budget is exceeded by approximately \$3,950 and we estimate that we will need an additional \$11,900 to complete.

Phase 9: Slope Monitoring at Upstream Intake (New Scope)

During our design development and discussions with both districts, we recognized that the slope above the intake structure at the upstream portal would need to be monitored during construction for safety purposes. We have solicited a proposal from Cotton Shires & Associates (CSA) to work with us to develop a monitoring plan to be used by the contractor during construction. CSA's proposal is attached and included as part of this Amendment. The fees for CSA's work (including markup) is \$67,850.

Phase 10: Habitat Mitigation and Monitoring Plan (New Scope)

A proposal for this work was prepared in June 2023 to address mitigations from the approved Lakebed and Stream Alteration Agreement with California Department of Fish and Wildlife. The proposal for this work is attached and included as part of this Amendment. The fees for P&P's work for tree re-planting is \$24,600.

Professional Fees

A summary of our fees and adjustments in budgets is listed below. P&P will only charge for the time billed to your project on a time and expense basis as agreed to in our PSA dated January 11, 2023 for the original scope of this work.


Estimated fees to complete 90% design	\$367,300
Overall remaining budget as of 10/22/2023	<u>\$43,300</u>
Additional Estimated Fees	\$324,000
Additional work scope fees	<u>\$92,450</u>
Total Amendment No. 1	\$416,450

Terms and Conditions

If this Amendment is acceptable, please provide a Work Release that includes this Amendment No. 1. This Amendment is valid for 60 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group


Scott W. Lewis, CEG 1835
Principal Tunneling Consultant


Alex Collins, RCE 78242
Director of Operations

Attachments:

Cotton Shires & Associates Proposal

P&P Habitat Mitigation and Monitoring Plan Proposal



October 24, 2023
P6903

Scott Lewis
PROVOST & PRITCHARD CONSULTING GROUP
19969 Greenley Road, Suite J
Sonora, CA 95370

SUBJECT: Proposal for Rockfall Monitoring/Mitigation Investigation
Canyon Tunnel Portal, Goodwin Dam
Calaveras County, California

Dear Scott:

Cotton, Shires and Associates, Inc. (CSA) is pleased to provide Provost & Pritchard Consulting Group (P&P), the South San Joaquin Irrigation District, and the Oakdale Irrigation District with this proposal for engineering geologic and geotechnical engineering services to support the preparation of a Rockfall Monitoring/Mitigation Plan for use during construction of the proposed Canyon Tunnel Portal along the right abutment of Goodwin Dam. We understand that P&P is preparing 90% engineering design plans for the portal and that tentative construction of the portal would begin in early 2025. The portal construction will take place along the right abutment of the dam, and will necessarily be performed beneath the precipitous volcanic slopes of the north canyon wall. Our rockfall investigation would be focused on the recognition and characterization of potential slope instability, followed by analyzing the gathered data, and providing recommendations for construction monitoring and/or mitigation to help reduce the risk of rockfall hazards on the construction efforts. We are providing the following scope of work, schedule and fee to perform the geologic and geotechnical investigation services:

ROCKFALL MONITORING/MITIGATION INVESTIGATION

Phase 1 – Rockfall Monitoring/Mitigation Investigation

- A. Data Compilation – We will compile maps, geologic and geotechnical reports, photographs, and survey data to provide CSA with as much background information on the site as possible.
- B. Topographic Base Map Preparation – We will obtain the available LiDAR point cloud data that we understand was generated for this job, and generate an original topographic base map, as deemed necessary.

Northern California Office
330 Village Lane
Los Gatos, CA 95030-7218
(408) 354-5542 • Fax (408) 354-1852

Central California Office
6417 Dogtown Road
San Andreas, CA 95249-9640
(209) 736-4252

Southern California Office
699 Hampshire Road, Suite 101
Thousand Oaks, CA 91361
(805) 370-8710

www.cottonshires.com

- C. Aerial Photograph Analysis – We will evaluate historical aerial photographs and LiDAR imagery and generate a photo-geologic base map.
- D. Initial Fall Line (Water Drip) Analysis – Prior to field mapping, we will perform a 2-dimensional fall line analysis to roughly identify the cliff areas that present a potential rockfall risk to the construction area. We will require the proposed construction zone to be identified for this task.
- E. Drone Flight – We will perform an aerial photographic survey of the north canyon wall using our drone. We are interested in obtaining aerial obliques of the site to aid in geologic mapping.
- F. Engineering Geologic Mapping – We will perform detailed engineering geologic mapping of the north canyon wall along the identified limits of potential rockfall hazard zone.
- G. Trajectory Analysis – We will refine the 2-dimensional fall line analysis with a 3-dimensional trajectory analysis, which would incorporate the data from the engineering geologic mapping (rock type, block size, sphericity, rock strength, etc.). Individual rock slabs and blocks can be modeled from their existing location and the 3-dimensional analysis factors in topographic irregularities and their impact on rockfall trajectories, such as the incision (gully) in the north canyon wall just upslope of the right abutment. This task would identify the lateral limits of the north canyon wall that have the potential to adversely impact the construction site.
- H. Rockfall Bounce Height Analysis – We will perform a 2-dimensional rockfall analysis (similar to the CRSP analysis performed by PP), only we will be analyzing bounce heights and lateral forces to gain information as to whether rockfall catchment fences, or other mitigation strategies are necessary and effective in protecting the construction zone.
- I. Monitoring and/or Mitigation Recommendations - The results of Tasks A through H would be utilized to generate recommendations for a contractor's monitoring/mitigation plan for the proposed portal construction site.
- J. Reporting – We will summarize the results of our investigation in a report (Geotechnical Memorandum), with photographs, maps, and analyses results, and provide you with recommendations for the contractor's rockfall monitoring and/or mitigation for the upcoming construction.

Phase 2 – Pre-Construction Monitoring: If the results of Phase 1 reveal that pre-construction monitoring would be valuable for gathering baseline survey data prior to the

start of construction, we will outline the recommended scope of work to implement the survey, the recommended monitoring type, and monitoring schedule. For example, if large blocks are identified as potentially unstable during Phase 1, these blocks can be monitored for the approximate 1 year period leading up to construction to determine their background movement trends (such as are typical with temperature fluctuations, incipient topple, or incipient sliding, each with a unique movement signature). The baseline data would enable movement thresholds to be developed prior to construction.

Establishing a monitoring system for the interim period between now and construction would also enable CSA to track any changes to the site conditions should construction be delayed for an extended period.

SCHEDULE

We are prepared to start immediately upon authorization to proceed and anticipate that our investigation would take approximately 6 weeks to complete.

FEE

We propose to invoice you for our services monthly on a time-and-expenses basis in accordance with the attached Schedule of Charges. We estimate that our fees for Phase 1 - Rockfall Monitoring/Mitigation Investigation outlined above will likely range from \$55,000 to \$59,000. We would not invoice in excess of \$59,000 without prior authorization.

AGREEMENT

If you agree with the Scope of Work, Schedule, and Fee outlined above, as well as the attached Schedule of Charges, Limitations, and Terms, please sign one copy of this Confirming Agreement and return it to our office. Receipt of the signed Confirming Agreement will constitute authorization for us to proceed.

We look forward to providing you with the professional services discussed above. If you have any questions, or need additional information, please contact us.

Very truly yours,

COTTON, SHIRES AND ASSOCIATES, INC.



John M. Wallace
Principal Engineering Geologist



Reviewed By:

Patrick O. Shires
Senior Principal Geotechnical Engineer

Approved and Authorized By

Date

JMW:DRM:POS:st

Attachments: CSA 2023 Schedule of Charges, Limitations and Fees (2 Pages)

COTTON, SHIRES AND ASSOCIATES, INC.

COTTON, SHIRES AND ASSOCIATES, INC.
SCHEDULE OF CHARGES, LIMITATIONS AND TERMS FOR PROFESSIONAL SERVICES (Page 1 of 2)

January 2023

Personnel Charges

Senior Principal Engineer/Geophysicist	\$ 340/hr
Principal Geologist/Engineer	\$ 285/hr
Supervising Geologist/Engineer	\$ 235/hr
Senior Geologist/Engineer	\$ 210/hr
Senior GIS Specialist	\$ 190/hr
Senior Staff Geologist/Engineer	\$ 180/hr
Staff Geologist/Engineer	\$ 160/hr
Field/Laboratory Technician	\$ 135/hr
Clerical/Accounting	\$ 100/hr

Equipment and Supply Charges

Drone System	\$ 230/day
Inclinometer System	\$ 230/day
Piezometer Data Acquisition System	\$ 120/day
Total Station Surveying Equipment	\$ 350/day
GPS Surveying Equipment	\$ 450/day
Nuclear Moisture/Unit Weight Gauge	\$ 170/day
Rope Climbing Safety Equipment	\$ 290/day
Multi-Channel Seismograph System and ReMi	\$ 345/day
Nearmap Aerial Photographs	\$ 210/site
Vehicle Mileage (or Current IRS Approved Rate)	\$.625/mi
Aircraft Mileage (or Current GSA Approved Rate)	\$1.52/nmi
Photocopying (B&W-Color)	\$.25-.60/copy
Engineering (Large Format) Copier	\$.60/ft ²
Computer Assisted Color Plotting	\$ 15/sq. ft.

Limitations and Terms for Professional Services

AGREEMENT – This Schedule of Charges, Limitations and Terms for Professional Services as an attachment to a signed Proposal or Client Contract constitutes an “Agreement” between COTTON, SHIRES AND ASSOCIATES, INC. (CSA) and the Client. Client has authorized commencement of the work under this Agreement by signing the “Approved by” section of the Proposal or Contract. The Agreement is hereby incorporated and made part of the Contract between the parties. In consideration of the mutual Agreement set forth herein and intending to be legally bound, the parties hereto agree as to the following:

Invoicing and Payment – Client shall pay CSA compensation as outlined in the Proposal or at the rates determined in the above Schedule of Charges and according to the payment terms below. If the work extends into subsequent calendar years, the Schedule of Charges in effect for the year the work was conducted shall prevail unless otherwise agreed to in the contract for the work. Invoices may be prepared and submitted by CSA on a monthly basis or when the work is completed, at CSA’s option. Payment is due upon receipt and is past due thirty (30) days from date of invoice. A service charge of 1.5% per month, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Client. If payment of invoices is not current, CSA may suspend performing further work at no liability to CSA.

Relationship between CSA and Client – CSA is retained by the Client to investigate and to consult with the Client regarding the Project, as defined in the Proposal. Client shall provide CSA in writing with all information relevant to the Project and shall advise CSA of any condition known to Client that may affect CSA’s performance under this Agreement. CSA’s services are for the benefit of the Client, but Client recognizes that the extent of those services is limited by the time-frame chosen and the funds expended by the Client for the investigation. CSA has no responsibility for the work product of any independent consultants required for the Client’s Project, nor for completeness, adequacy, or quality of said independent consultants’ work, or specialty work.

Information Provided by Client – CSA and the Client shall discuss and agree upon the information needed for rendering of services hereunder. The Client agrees to provide to CSA all such information as agreed to be necessary. With respect to such information, the Client understands and agrees that CSA will rely solely upon the Client to ensure the accuracy and completeness thereof, as the Client recognizes that it is impossible for CSA to assure the accuracy, completeness and sufficiency of such information.

Ownership of Documents and Proprietary Information – This proposal and all documents, including, but not limited to, drawings, specifications, computer disks, reports, calculations, and estimates, prepared by CSA in connection with this Agreement (“CSA Confidential Information”) are instruments of service and are intended for the sole use of the recipient hereof, and may not, except as otherwise described herein, be disclosed, distributed, or disseminated in any form without the prior written consent of CSA. The CSA Confidential Information is and shall remain the sole property of CSA. Client may distribute documents generated by CSA in connection with CSA’s services under this Agreement to third parties, provided that said third party agrees in writing to be bound by the confidentiality and ownership of documents provisions of this Agreement. The terms of this Section shall survive the termination of this Agreement.

Expert Witness Consultation Charges

Expert witness testimony for court appearances and binding arbitrations shall be charged on a daily basis (minimum one-half day increments) at a rate of \$4,640 per day. Deposition testimony shall be charged at a rate of \$580 per hour (minimum one hour charge). Preparation time for depositions or court appearances shall be charged on a time-and-expense basis in accordance with the Personnel, Equipment, and Expense charges listed herein.

Laboratory Testing and Geophysical Service Charges

Laboratory testing and geophysical services shall be charged on a time-and-materials basis in accordance with the Personnel, Equipment, and Expense charges listed herein.

Laboratory samples shall be stored for 60 days after the date of final report submittal unless special arrangements are made for longer storage.

Expense Charges (Receipted Costs Plus 15%)

- Travel expenses including air fare, lodging, vehicle rental, etc. (either actual receipted costs plus 15% for meals or a flat subsistence charge of \$80 per diem for overnight stay shall be charged in addition to the lodging cost)
- Excavation subcontractors and expendable field supplies
- Reproduction of drawings
- Film, film development, and photograph printing
- Special fees, permits, insurance, etc.
- Conference call telephone costs
- Special mail service (air, electronic, courier, etc.)
- Special equipment rental
- Special consultant fees

CSA SCHEDULE OF CHARGES, LIMITATIONS AND TERMS FOR PROFESSIONAL SERVICES (Page 2 of 2)

Public Liability -- COTTON, SHIRES AND ASSOCIATES, INC. is a California Corporation protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, if specifically directed by you, will procure additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of our insurance.

Standard of Care and Professional Liability -- In performing professional services, CSA shall use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession at the time the services are performed. No other representation or warranty, expressed or implied, is made or intended in this Agreement, by our proposal for consulting services, by our furnishing oral opinion or written reports, or by our inspection or work. However, should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any express or implied warranty, you agree that the maximum aggregate amount of your recovery against us and/or said professional employees shall be limited to \$50,000 or the amount of the fee paid us for professional services as computed under the SCHEDULE OF CHARGES, whichever amount is greater. Moreover, client agrees to indemnify us against damages in excess of \$50,000 or the amount of our fee, whichever amount is greater, arising from suits brought against us by third parties, in connection with our work performed on your project.

Notices -- All notices in writing to be given hereunder by either party to the other party shall be served by letter or sent by email.

Assignment -- Neither this agreement nor the benefits or obligations under this Agreement shall be sold, assigned or transferred by either party to any third parties including subsidiary or affiliated companies without the prior written approval of the other party, with such approval not to be unreasonably withheld by either. In the event the approval is given by either for assignment or transfer, such an approval shall not relieve either from any liability and/or responsibility under the Agreement.

Termination/Cancellation -- Client and CSA will have the right to terminate this Agreement for reasonable cause by giving ten (10) days prior written notice. After termination, CSA will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to Client of detailed supporting invoices. The obligations of paragraphs 3, 4, and 6 remain in effect after termination.

Change in Scope of Work -- If, during the performance of the work under this Agreement, it is determined that the scope of work has expanded or changed such that additional expenditures are required, the client shall be notified and approval from the client shall be received prior to the performance of the additional services.

Dispute Resolution -- CSA and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, CSA and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless CSA and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the reasonable control of the other party, its employees or agents. Should litigation or arbitration occur between the parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees reasonably incurred by the prevailing party shall be paid by the non-prevailing party.

Governing Law -- The validity, performance, and construction of this Agreement, and the relationship between Client and CSA shall be governed and interpreted in accordance with the substantive laws of California, United States of America, without regard to its choice of law rules. This Agreement shall be construed as to its fair and not strictly for or against either party.

Jobsite Safety -- Neither the professional activities of CSA, nor the presence of CSA employees and CSA subconsultants at a construction site, shall relieve the contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health of safety precautions required by any regulatory agencies. CSA and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the general contractor and its various subcontractors are solely responsible for jobsite safety, and warrants that this intent shall be made evident where appropriate in the Client's agreements with other contractors. If the Client is a Contractor or Subcontractor on the Project, the Client also agrees that the Client, CSA, and CSA's consultants shall be indemnified and shall be made additional insureds under the client's general liability insurance policy; in other cases, the Client agrees to arrange for this indemnification and additional insureds under the General Contractor's general liability insurance policy.

Field Exploration -- Unless otherwise agreed, the client shall furnish right-of-entry on land for planned field operations. The client shall also provide CSA with locations and depths of buried utilities and structures. CSA shall take responsible precautions to minimize damage to land from use of equipment, but our fee does not include cost of restoration of damage resulting from our exploration operations. CSA shall not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on plans furnished to us.

Miscellaneous -- In the event of any litigation or proceeding involving CSA and Client, the prevailing party shall be entitled to recover its reasonable legal fees, expert fees, and normal employee rates and associated costs from the non-prevailing party. Failure by Client to object to any of the terms and conditions contained in this Agreement before the commencement of services by CSA will be deemed an acceptance of such terms and conditions. Notwithstanding anything to the contrary in this Agreement, CSA and Client agree that neither party shall be liable for any special, indirect, consequential, lost profits, or punitive damages. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement.

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611-0242 • Tel: (559) 449-2700
www.provostandpritchard.com

June 21, 2023

Forrest Killingsworth
South San Joaquin Irrigation District
11011 East Highway 120
Manteca, California, 95336

RE: Additional Phase Amendment for Canyon Tunnel Project, California

Dear Mr. Killingsworth:

This proposed scope of work is submitted to South San Joaquin Irrigation District (SSJID) for Provost & Pritchard Consulting Group to incorporate the following changes.

Canyon Tunnel, Job No. 01055-21001, Phase HMMP

This is an amendment to the previously approved Provost & Pritchard Consulting Group proposal and consulting service agreement (project number referenced above). The signature below hereby authorizes Phase HMMP and the performance of the following tasks for budget of \$24,600.

Tasks:

1. Writing a Habitat Mitigation and Monitoring Plan (HMMP) for submittal to and approval by California Fish and Wildlife (CDFW). This plan is to mitigate tree removal that will occur in the area of the proposed barge landing and consist of the removal of up to 7 trees. This plan shall include the following information, if applicable, to the replanting efforts:
 - a) A description of the existing physical conditions of the proposed creation and/or restoration site, including the water resources and habitat types, and a map that identifies the location of the site;
 - b) A plan for the preparation of the restoration site including the removal of nonnative plant species, non-wetland/riparian species;
 - c) A local California native plant using willow cuttings from existing trees to be removed;
 - d) A planting plan including monitoring and maintenance measures and a timeline;
 - e) Procedures to ensure that nonnative plants are not introduced or allowed to sustain within the creation or restoration site and a nonnative plant removal plan; and
 - f) Success standards with contingency measures. Monitoring and maintenance of the restoration site shall be conducted annually for a minimum of five (5) years, or until the California Department of Fish and Wildlife (CDFW) determines the mitigation site is successful. A fixed photo point will be established to show the replanting efforts.
2. Implementation of the HMMP. This includes collection of plant material and planting according to the HMMP. A ratio of 4:1 replacement or four willow cuttings per removed tree (28 willow cuttings total) will be used.
3. Monitoring and reporting of the restoration site for five (5) years. This includes annual site visits to assess the health of the plantings and annual reports and appendices to CDFW.
4. Project management and administration.

\\\\ppeng.com\\pzd\\data\\clients\\South San Joaquin ID-1055\\105521001-Canyon Tunnel Environmental\\200 Technical\\215 Env Planning\\Proposal\\HMMP_Proposal_Scope.xlsx.docx

Please sign, date and return to Dena Giacomini at Provost & Pritchard Consulting Group by emailing
DGiacomini@ppeng.com.

Client: South San Joaquin Irrigation District

Provost & Pritchard Consulting Group

By:

By: 

Name/Title:

Name/Title: Heather Bashian , Director of
Operations

Date Signed:

Date Signed: June 21, 2023



COMMUNICATIONS

BOARD MEETING OF NOVEMBER 7, 2023



CLOSED SESSION ITEMS

BOARD MEETING OF NOVEMBER 7, 2023