AGENDA MATERIALS

TRI-DAM PROJECT

TRI-DAM POWER AUTHORITY

BOARD MEETING

December 15, 2022

REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
DECEMBER 15, 2022
9:00 A.M.

South San Joaquin Irrigation District
11011 Highway 120
Manteca, CA 95366

*** SEE BELOW FOR INSTRUCTIONS REGARDING PUBLIC COMMENT AND PARTICIPATION**

NOTICE: Coronavirus (COVID-19)

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, DECEMBER 12, 2022 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

INFORMATION FOR MEETING DURING CONTINUED PROCLAIMED STATE OF EMERGENCY
(Effective 3/27/2020 – until further notice):

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

*The location of the Tri-Dam meeting will be at the office of the South San Joaquin Irrigation District, 11011 Highway 120, Manteca. This facility is open to the public for meeting attendance, but seating is limited to maintain social distancing.

Members of the public who wish to participate, listen to, and provide comment on agenda items remotely can do so by clicking https://ssjid.zoom.us/j/98120276218?pwd=ZzZ0dkxhMGN4TFd2d2poZGhJemVvdz09 or by calling (669) 900-9128, then entering Meeting ID: 981-2027-6218, password 700546. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing dbarney@ssjid.com by 4:30 p.m., Wednesday, December 14, 2022.

In addition to the conditions set forth above, the Tri-Dam Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 249-4623, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn
Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR — ITEMS 1 - 3

1. Approve the regular board meeting minutes of November 17, 2022.
2. Approve the November statement of obligations.
3. Approve the Financial Statements of the ten months ending October 31, 2022.

ACTION CALENDAR — ITEMS 4 - 8

4. Discussion and possible action to approve the funding for 2023 to contract with FishBio, Inc. and authorize the General Manager to execute the 2023 Amendment to Professional Services Agreement 2021-PSA-1216.

5. Review and possible action to approve and adopt the 2023 Draft Budget.

6. Discussion and possible action to authorize the Interim General Manager to purchase a new General Manager vehicle not to exceed $74,000.

7. Discuss and consider approval of amendment to Interim General Manager employment agreement, extending term of employment to January 14, 2023.

8. Review and possible action to approve the General Manager employment agreement.

DISCUSSION — ITEM 9

9. Discussion regarding 2024 Tri-Dam Power Purchase Agreement status.

COMMUNICATIONS — ITEMS 10 - 13

10. Staff reports as follows:
    a. General Manager Report
    b. Operations & Maintenance Report
    c. Compliance Report

11. Generation Report

12. Fisheries studies on the Lower Stanislaus River

13. Directors' Comments

CLOSED SESSION — ITEM 14

14. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
    Government Code § 54956.9(d)(1)

    1. *SJTA v. State Water Resources Control Board*
       Judicial Council Coordination Proceeding 5013

    b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
    Possible Initiation of Litigation
    Government Code § 54956.9(d)(4)
    Four (4) cases

    c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
    Significant Exposure to Litigation
    Government Code § 54956.9(d)(2)
    Two (2) cases

    d. PUBLIC EMPLOYMENT
    Government Code sec. 54957(b)
    1. Finance & Administrative Manager
    2. Finance Clerk

ADJOURNMENT — ITEM 15

15. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 12/15/2022
Staff: Genna Modrell

SUBJECT: Tri-Dam Project November 2022 Minutes

RECOMMENDED ACTION: Review and possible approval of November 17, 2022 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: November 17, 2022 Minutes

Board Motion:

Motion by: _____ Second by: _____

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

TRI-DAM PROJECT
MINUTES OF THE JOINT BOARD
OF DIRECTORS REGULAR MEETING

November 17, 2022
Oakdale, California

The Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District met in joint session at the office of Oakdale Irrigation District in Oakdale, California, on the above date for the purpose of conducting business of the Tri-Dam Project, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

President Orvis called the meeting to order at 9:00 a.m.

OID DIRECTORS	**SSJID DIRECTORS**
DIRECTORS PRESENT:	
ED TOBIAS	BOB HOLMES
LINDA SANTOS	MIKE WESTSTEYN
TOM ORVIS	GLENN SPYKSMA
HERMAN DOORNENBAL	DAVE KAMPER

Also, Present:
Jeff Shields, Interim General Manager; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Tim O'Laughlin, Counsel, via zoom.

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of October 20, 2022.
ITEM #2 Approve the October statement of obligations.
ITEM #3 Approve the Financial Statements for the seven months ending September 30, 2022.

Director Doornenbal noted a correction in the October minutes. Directors DeBoer and Doornenbal both voted no on item 6 Cyber Security Locks.

Director Santos moved to approve items one through three on the consent calendar with the noted corrections. Director Weststeyn seconded the motion.

The motion passed by the following roll call vote:
AYES: Orvis, Doornenbal, Santos, Tobias, Holmes, Kamper, Spyksma, Weststeyn
NOES: None
ABSTAINING: None
ABSENT: DeBoer, Holbrook

Jeff Shields requested to take Item #10 out of order.

DRAFT

ACTION CALENDAR

ITEM #10 Discussion regarding the Power Purchase agreement process in negotiation.

Jeff Shields and Kevin Coffee, Z-Global, presented the quotes for the power purchase agreement.

ITEM #4 Review and possible action approve holiday time off between Christmas and New Year's for all Tri-Dam employees.

Jeff Shields recommended providing paid days off between Christmas and New Year's Day for all Tri-Dam employees, which will result in 3-4 days, depending on each employee's work week. Staff unable to utilize the time off on those designated days will have until March 31, 2023 to use the time. If not used by that date, it will roll over into their vacation accrual balance to use at a later date.

Director Tobias moved to approve the time off as presented. Director Weststeyn seconded the motion.

The motion passed by the following roll call vote:
AYES: Orvis, Santos, Tobias, Holmes, Kamper, Spyksma, Weststeyn
NOES: Doornenbal
ABSTAINING: None
ABSENT: DeBoer, Holbrook

ITEM #5 Review and possible action to approve of the Associated California Water Agencies Annual 2023 Membership Dues.

Director Kamper moved to approve as presented. Director Tobias seconded the motion.

The motion passed by the following roll call vote:
AYES: Orvis, Doornenbal, Santos, Tobias, Holmes, Kamper, Spyksma, Weststeyn
NOES: None
ABSTAINING: None
ABSENT: DeBoer, Holbrook

ITEM #6 Review and possible action to approve the purchase of a milling machine and corresponding budget amendment.

Jeff Shields presented and advised that no budget amendment would be needed due to a 3 – 6 month lead time.

Director Holmes moved to approve as presented. Director Santos seconded the motion.

The motion failed by the following roll call vote:
AYES: Santos, Holmes, Kamper
NOES: Orvis, Doornenbal, Tobias, Spyksma, Weststeyn
ABSTAINING: None
ABSENT: DeBoer, Holbrook

DISCUSSION

ITEM #7 2022 IBEW Incentive Program.

Jeff Shields presented the current hours of downtime and advised that staff is expected to receive the full amount of this program and noted Beardsley is scheduled to come back online November 30th.

DRAFT

ITEM #8 Canyon Tunnel Update Presentation – 90% Design Proposal.

Forrest Killingsworth and Scott Lewis, Provost and Prichard Engineering, provided an update on the canyon tunnel project and estimated March 2025 start date and close out in March 2028.

ITEM #9 Discussion regarding the 1988 Agreement Conservation Accounting – *to be presented at the meeting.*

Brandon Nakagawa presented a summary of the District's Conservation Account for Water Year 2023 and advised staff would prepare an amended agreement for consideration at each District's respective regular board meeting.

ITEM #11 Discussion of the 2023 Draft Budget – *to be presented at the meeting.*

After a brief discussion the Board decided it was not necessary to hold an advisory meeting before the December regular meeting. Director Spyksma requested a priority list of capital items.

Communications

ITEM #12 Staff Reports:

A. Interim General Manager, Jeff Shields
   - Jeff advised he had four matters for closed session.

B. Operations and Maintenance Manager, Chris Tuggle
   - Nothing more to add than what's reported.

C. License Compliance Coordinator, Susan Larson
   - Susan Larson provided updates on Hells Half Acre, Tulloch Spillway Road, and Beardsley MOA for Data Recovery.

ITEM #13 Generation Report
No report.

ITEM #14 Fisheries Studies on the Lower Stanislaus River
No report.

ITEM #15 Directors Comments

Director Holmes, thanked everyone for the last twelve years.
Directors Weststeyn, Orvis and Doornenbal, we still have lots to be thankful for.
Director Santos, Bob you have been a tremendous asset to SSJID.
Director Tobias, it's been a challenging year and thanked Jeff, Sharon and staff.

President Orvis recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 11:18 a.m.

The Tri-Dam Project meeting resumed at 11:19 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Orvis announced before closed session that the following items would be discussed.
The Board took a brief recess at 11:22 a.m. and convened to Closed Session at 11:30 a.m.

DRAFT

ITEM #16 Closed Session

18. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)

1. *SJTA v. State Water Resources Control Board*
Judicial Council Coordination Proceeding 5013

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Possible Initiation of Litigation
Government Code § 54956.9(d)(4)
Four (4) cases

c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
Two (2) cases

d. PUBLIC EMPLOYMENT
Government Code sec. 54957(b)
1. General Manager
2. Finance & Administrative Manager
3. Finance Clerk

At the hour of 12:44 p.m., the Board reconvened to open session.

Disclosure of reportable actions taken in Closed Session, pursuant to Government Code Section 54957.1: There were no reportable actions taken in closed session.

ADJOURNMENT

President Orvis adjourned the meeting at 12:44 p.m.

The next regular board meeting is scheduled for December 15, 2022, at the offices of South San Joaquin Irrigation District beginning at 9:00 a.m.

ATTEST:

_____
Jeff Shields, Interim Secretary
Tri-Dam Project

DRAFT

BOARD AGENDA REPORT

Date: 12/15/2022
Staff: Genna Modrell

SUBJECT: Tri-Dam Project November Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of November Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the November Statement of Obligations for Tri-Dam Project.

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Project Statement of Obligations

Board Motion:

Motion by: _____ Second by: _____

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Project

Statement
of
Obligations

Period Covered

November 1, 2022 to November 30, 2022

TRI-DAM PROJECT
STATEMENT OF OBLIGATIONS
Period Covered
November 1, 2022 to November 30, 2022

One-Half Oakdale Irrigation District	**$**	**388,276.44**
One-Half South San Joaquin Irrigation Distict	**$**	**388,276.45**
Total Obligations	**$**	**776,552.89**

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis

Ed Tobias

Linda Santos

Herman Doornenbal

Brad DeBoer

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

John Holbrook

Robert A. Holmes

Dave Kamper

Glenn Spyksma

Mike Weststeyn

Each of the undersigned certifies that he is President or Secretary of his respective District; That the amounts designated above have been properly incurred as an obligation of the Tri-Dam Project; that checks for payment of said amounts have been drawn on a Tri-Dam Project account at Oak Valley Community Bank, Sonora, California.

OAKDALE IRRIGATION DISTRICT
PRESIDENT,

Thomas D. Orvis

SECRETARY,

Scot A. Moody Date

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
PRESIDENT,

Robert A. Holmes

SECRETARY,

Peter M. Rietkerk Date

Tri Dam Project
Statement of Obligations

Period Covered
From To
November 1, 2022 to November 30, 2022

	No. Chks.	Amount
Vendor Check Register Report		
(Please see attached Check Listing)	88	$549,596.49

Payrolls - Net Charges

Pay Date	Type	Payroll Amount		
10-Nov-22	Payroll	$ 111,431.73		
23-Nov-22	Payroll	$ 115,524.67		
Total Net Payroll		$ 226,956.40	$	226,956.40
Total Disbursements for the Period				**$776,552.89**

Distribution Between Districts ~

Oakdale Irrigation District	$	388,276.44
South San Joaquin Irrigation District	$	388,276.45
Total Districts	**$**	**776,552.89**

Project

November Checks by Amount

Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
129405	10900	Chase Cardmember Service	11/04/2022	Fuel, SAM Registry, office supplies, oscillator repair, small tools	9,164.72
129406	11259	Brian Anderson	11/07/2022	EE reimbursement - Rx safety glasses	400.00
129407	11086	Benefit Resource, LLC	11/07/2022		125.00
129408	11429	Alex Bolghand	11/07/2022	Tulloch Performance Deposit Refund	3,000.00
129409	11428	Boutin Jones Inc.	11/07/2022	Legal Fees	1,194.50
129410	10154	Calaveras Telephone Co.	11/07/2022		228.70
129411	10184	Clark Pest Control - Pest	11/07/2022		328.00
129412	10935	Data Path, Inc.	11/07/2022	Network Support	3,020.57
129413	10225	Debco Automotive Supply Inc.	11/07/2022		195.53
129414	10227	Del Oro Water Co. Inc.	11/07/2022		533.43
129415	11388	Factory Technologies, Inc.	11/07/2022	Network Troubleshooting - Tulloch	2,500.00
129416	11048	Fastenal (Vending)	11/07/2022		472.60
129417	10320	General Supply Co.	11/07/2022		797.35
129418	11049	Hunt & Sons, Inc.	11/07/2022		229.68
129419	10439	McMaster-Carr Supply Co.	11/07/2022	Annual maintenance/repairs - Beardsley	3,121.67
129420	10454	Modesto Steel Co.	11/07/2022		636.93
129421	10466	Mountain Oasis Water Systems & Btl Co L	11/07/2022		249.25
129422	11353	Nates Saw and Mower, LLC	11/07/2022		43.64
129423	11396	Hydra Pro	11/07/2022	Monthly Office Cleaning	1,000.00
129424	11343	Tim O'Laughlin, PLC	11/07/2022	Legal Fees	14,895.00
129425	11266	Ellen O'Leary	11/07/2022	Tulloch Performance Deposit Refund	3,000.00
129426	11339	Pace Supply	11/07/2022	Sewage Ejection Grinder - Tulloch	13,359.90
129427	10942	Gary Sawyer	11/07/2022	EE reimbursement - pintle hook, ball and receiver	262.73
129428	10933	Smile Business Products	11/07/2022		187.64
129429	10641	Sonora Airco Gas & Gear	11/07/2022		923.00
129430	11258	Verizon	11/07/2022		171.53
129431	10954	YSI Incorporated	11/07/2022		421.62
129432	10813	ACWA Joint Powers Insurance Authority	11/15/2022	EE Health Benefits	2,691.44
129433	10183	Cal PERS S457 Plan	11/15/2022		925.00
129434	10815	CalPERS System	11/15/2022	VOID	0.00
129435	10811	IBEW	11/15/2022	EE Union Dues	1,330.46
129436	10812	Nationwide Retirement Solution	11/15/2022	EE Retirement Plan	3,557.30
129437	10663	Standard Insurance Co.	11/15/2022		624.90
129438	10815	Cal PERS System	11/15/2022	EE/ER Retirement Plan	15,898.40
129439	11382	Aerial and Crane Experts, Inc.	11/16/2022	Annual Crane Inspections	5,065.00
129440	10067	AT&T - SBC - Pac Bell	11/16/2022	Telephone	5,173.57
129441	10866	AT&T Teleconference Services	11/16/2022		3.97
129442	10986	Cal-Waste Recovery Systems, LLC	11/16/2022		27.14
129443	10225	Debco Automotive Supply Inc.	11/16/2022		368.10
129444	11286	Digital Telecommunications Corp.	11/16/2022	Telephone System Upgrade	1,870.77
129445	10993	Dillon and Murphy Consulting Civil Engine	11/16/2022	Annual Dam Monitoring	7,350.00
129446	11388	Factory Technologies, Inc.	11/16/2022	Upgrade Nework Switches - Tulloch	9,828.43
129447	11048	Fastenal (Vending)	11/16/2022		289.34
129448	10288	Fastenal Co.	11/16/2022		96.14
129449	10294	FISHBIO Environmental LLC	11/16/2022	VOID	0.00
129450	10908	McMillen Jacobs Associates	11/16/2022	FERC Part 12D Inspections & Reporting	37,106.00
129451	10466	Mountain Oasis Water Systems & Btl Co L	11/16/2022		112.75
129452	10500	OID ~ Routine	11/16/2022	Admin / Finance Services	8,230.98
129453	11343	Tim O'Laughlin, PLC	11/16/2022	Legal Fees	1,350.00
129454	11004	Pacific Gas & Electric	11/16/2022		88.96
129455	10641	Sonora Airco Gas & Gear	11/16/2022		28.00
129456	10718	Tractor Supply Credit Plan	11/16/2022		396.81
129457	11426	Unico Mechanical Corp	11/16/2022	Beardsley PRV Repair	162,650.84
129458	10891	Wagner & Bonsignore Consulting Civil Eng	11/16/2022	Water Rights Reporting	1,491.00
129459	10776	Waste Mgmt of Cal Sierra Inc.	11/16/2022		399.32

129460	10778	Watermark Engineering Inc.	11/16/2022	Streamgaging	7,139.73
129461	10813	ACWA Joint Powers Insurance Authority	11/22/2022	Health Benefits	54,757.28
129462	10183	Cal PERS S457 Plan	11/22/2022		925.00
129463	10815	Cal PERS System	11/22/2022	EE/ER Retirement Plan	17,018.70
129464	10811	IBEW	11/22/2022	EE Union Dues	1,330.46
129465	10812	Nationwide Retirement Solution	11/22/2022	EE Retirement Plan	3,546.58
129466	10663	Standard Insurance Co.	11/22/2022		612.37
129467	11182	Apex Safety Supply, Inc.	11/30/2022		265.75
129468	10185	Clark Pest Control - Termite	11/30/2022		113.00
129469	10225	Debco Automotive Supply Inc.	11/30/2022		736.10
129470	10227	Del Oro Water Co. Inc.	11/30/2022		563.43
129471	10250	Downey Brand Attorneys LLP.	11/30/2022	Tulloch Litigation	30,655.20
129472	10294	FISHBIO Environmental LLC	11/30/2022	Fish Studies	20,667.50
129473	11049	Hunt & Sons, Inc.	11/30/2022	Fuel	17,689.49
129474	10399	JS West Propane Gas	11/30/2022		38.22
129475	10402	Kamps Propane	11/30/2022	Utilities	3,196.74
129476	10879	Lowe's	11/30/2022		771.04
129477	10428	M C I	11/30/2022		26.08
129478	10439	McMaster-Carr Supply Co.	11/30/2022	TSV Bypass Valve Repair	1,107.50
129479	11028	MHD Group, Inc.	11/30/2022		50.00
129480	10466	Mountain Oasis Water Systems & Btl Co L	11/30/2022		100.75
129481	10513	Pacific Gas & Elec - Non Util	11/30/2022		168.28
129482	11011	Pacific Gas & Electric	11/30/2022	Utilities	8,442.35
129483	10514	Pacific Gas & Electric Co.	11/30/2022	Utilities	5,613.87
129484	11389	Paris Kincaid Wasiewski	11/30/2022	Legal Fees	3,950.00
129485	11367	Safeguard Business Systems, Inc.	11/30/2022		398.36
129486	10618	Sierra Motors	11/30/2022		430.70
129487	10641	Sonora Airco Gas & Gear	11/30/2022		976.97
129488	10665	Staples	11/30/2022	Office Supplies	1,633.45
129489	10786	Union Democrat	11/30/2022		614.68
129490	10749	UPS	11/30/2022		51.00
129491	11431	USDA Forest Service	11/30/2022	Land Use Fees - Comm. Site	13,994.46
129492	11076	Wright's Tire Inc.	11/30/2022	Tires	11,628.88
129493				VOID	0.00
129494	10294	FISHBIO Environmental LLC	11/16/2022	Fish Studies	12,964.96

Report Total: 549,596.49

BOARD AGENDA REPORT

Date: 12/15/2022
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Project Financial Statements for the Ten Months ending October 31, 2022

RECOMMENDED ACTION: Approve the Financial Statements for the Ten Months ending October 31, 2022

BACKGROUND AND/OR HISTORY:

As of the financial statement date of October 31, 2022, the Tri-Dam Project (TDP) cash and investments increased by $3.6M combined over the prior year due primarily to the increase in Power sales over the prior year and offset by an increase in expenses and investment losses.

TDP has realized 94% of its annual budgeted operating revenues for 2022, and utilized 70% of its budgeted operating expenses.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 10/31/22 (unaudited)

Board Motion:

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

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Project
Statement of Net Position
(unaudited)

		October 31, 2022	October 31, 2021
	Assets		
1	Cash	$ 11,906,879	$ 6,732,879
2	Investment Securities & Money Market	13,803,204	15,381,555
3	Accounts Receivable	1,874,254	2,175,389
4	Due from Tri-Dam Power Authority	269,729	28,660
5	Prepaid Expenses	576,386	519,871
6	Capital Assets	114,018,594	112,102,701
7	Accumulated Depreciation	(55,873,323)	(54,016,944)
8	Intangible Assets	8,213,938	8,213,938
9	Accumulated Amortization - Intangibles	(2,818,867)	(2,585,335)
10	Deferred Outflows - Pension Related	610,452	1,703,113
11	**Total Assets & Deferred Outflows**	92,581,246	90,255,827
	Liabilities		
12	Accounts Payable	367,299	60,083
13	Unearned Revenue	142,942	124,713
14	Deposits	77,000	74,000
15	Other Current Liabilities	120,740	232,937
16	Long-Term Liabilities	1,404,201	1,310,857
17	Net Pension Liability	459,338	3,331,950
18	Deferred Inflows - Pension Related	547,447	1,112,546
19	**Total Liabilities & Deferred Inflows**	3,118,967	6,247,086
20	**Net Position**		
21	Net Position - Beginning of Year	90,868,089	85,049,341
22	Contributed Capital - Districts	-	-
23	Distributions	(19,700,000)	(10,958,000)
24	YTD Net Revenues	18,294,190	9,917,400
25	**Total Net Position**	89,462,279	84,008,741
26	**Total Liabilities and Net Position**	$ 92,581,246	$ 90,255,827

Tri-Dam Project

Statement of Revenues and Expenses

Period Ending October 31, 2022

		MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %	2022 Budget
1	**Operating Revenues**								
2	Power Sales	$ 2,248,565	$ 770,774	$ (1,477,791)	-65.7%	$ 1,500,181	$ (729,407)	-48.6%	$ 26,982,780
4	Headwater Benefit	30,737.67	30,000	(738)	-2.4%	-	30,000	-	368,852
5	**Total Operating Revenues**	2,279,303	800,774	(1,478,529)	-64.9%	1,500,181	(699,407)	-47%	27,351,632
6									
7	**Operating Expenses**								
8	Salaries and Wages	213,471	162,790	(50,681)	-23.7%	194,687	(31,897)	-16.4%	2,561,648
9	Benefits and Overhead	222,056	140,976	(81,080)	-36.5%	131,589	9,387	7.1%	2,664,671
10	Operations	43,259	30,629	(12,630)	-29.2%	16,369	14,260	87.1%	519,105
11	Maintenance	113,692	89,224	(24,468)	-21.5%	59,294	29,930	50.5%	1,364,300
12	General & Administrative	390,697	163,556	(227,141)	-58.1%	252,515	(88,959)	-35.2%	4,688,360
13	Depreciation & Amortization	177,321	178,885	1,565	0.9%	176,243	2,642	0	2,127,846
14	**Total Operating Expenses**	1,160,494	766,060	(394,434)	-34.0%	830,697	(64,637)	-8%	13,925,930
15									
16	**Net Income From Operations**	1,118,809	34,714	(1,084,095)	-96.9%	669,484	(634,770)	-94.8%	13,425,702
17									
18	**Nonoperating Revenues (Expenses)**								
19	Investment Earnings (Expenses)	11,625	3,651	(7,974)	-68.6%	(176)	3,827	-2174.4%	139,500
20	Lawsuit Settlement Proceeds	-		-	0.0%				-
21	Change in Market Value of Investments	-	(5,001)	(5,001)	0.0%		(5,001)	0.0%	-
22	Water Sales	15,672	41,500	25,828	164.8%		41,500	0.0%	188,059
23	Rental Income	-	319	319	0.0%	509	(190)	-37.3%	-
24	Gain/(Loss) on Asset Disposal	-		-	0.0%		-	0.0%	-
25	Reimbursements/Govt Entities	17,611	34,000	16,389	93.1%	5,956	28,044	470.9%	211,333
26	Other Nonoperating Revenue	6,741	6,096	(645)	-9.6%	3,336	2,760	1	80,886
27	**Total Nonoperating Revenues (Expenses)**	51,648	80,565	28,917	56.0%	9,625	70,940	737%	619,778
28									
29	**Net Revenues**	$ 1,170,457	$ 115,279	$ (1,055,178)	$ (1)	$ 679,109	$ (563,830)	-83.0%	$ 14,045,480
30									
32									**2022**
33	**Memo:**								**Budget**
34	Capital Expenditures	228,069	165,229	(62,840)					$ 2,736,825
35	Tulloch Day Use Site	128,110	62,837	(65,273)					$ 1,537,325
36	Major Repairs - Hells Half Acre & 4700 Roads	18,333	-	(18,333)					$ 220,000
37	Major Repairs - Tulloch Unit 3 Access Rd	20,833	-	(20,833)					$ 250,000
	Net Revenue after Capital Expenditures		$ (112,787)						
31	**Transfer from Reserves**								$ 2,150,000

Tri-Dam Project
Statement of Revenues and Expenses
Period Ending October 31, 2022

		YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %	2022 Budget
1	**Operating Revenues**								
2	Power Sales	$ 17,988,520	$ 25,320,872	$ 7,332,352	40.8%	$ 17,705,431	$ 7,615,441	43.0%	$ 26,982,780
3	Headwater Benefit	245,901	297,598	51,697	21.0%	270,000	27,598	0	368,852
4	**Total Operating Revenues**	18,234,421	25,618,470	7,384,049	40.5%	17,975,431	7,643,039	43%	27,351,632
	Operating Expenses								
4	Salaries and Wages	1,083,774	1,806,271	722,497	66.7%	1,819,769	(13,498)	-0.7%	2,561,648
5	Benefits and Overhead	2,026,447	2,415,077	388,630	19.2%	1,545,673	869,404	56.2%	2,664,671
6	Operations	346,070	209,655	(136,415)	-39.4%	255,800	(46,145)	-18.0%	519,105
7	Maintenance	909,533	518,155	(391,378)	-43.0%	457,722	60,433	13.2%	1,364,300
8	General & Administrative	3,125,573	2,972,254	(153,319)	-4.9%	2,778,551	193,703	7.0%	4,688,360
9	Depreciation & Amortization	1,418,564	1,802,098	383,534	27.0%	1,761,678	40,420	0	2,127,846
10	**Total Operating Expenses**	8,909,962	9,723,510	813,548	9.1%	8,619,193	1,104,317	13%	13,925,930
11	**Net Income From Operations**	9,324,459	15,894,960	6,570,501	70.5%	9,356,238	6,538,722	69.9%	13,425,702
12	**Nonoperating Revenues (Expenses)**								
13	Investment Earnings (Expenses)	93,000	10,382	(82,618)	-88.8%	27,435	(17,053)	-62.2%	139,500
14	Lawsuit Settlement Proceeds	-	2,150,500	2,150,500	0.0%				-
14	Change in Market Value of Investments	-	(247,653)	(247,653)	0.0%	(11,528)	(236,125)	2048.3%	-
15	Water Sales	125,373	166,000	40,627	32.4%	124,500	41,500	33.3%	188,059
16	Rental Income	-	61,174	61,174	0.0%	71,482	(10,308)	-14.4%	-
17	Gain/(Loss) on Asset Disposal	-	22,703	22,703	0.0%	24,048	(1,345)	-5.6%	-
18	Reimbursements/Govt Entities	140,889	201,640	60,751	43.1%	151,050	50,590	33.5%	211,333
19	Other Nonoperating Revenue	53,924	34,484	(19,440)	-36.1%	174,175	(139,691)	(1)	80,886
20	**Total Nonoperating Revenues (Expenses)**	413,185	2,399,230	1,986,045	480.7%	561,162	(312,432)	-56%	619,778
21	**Net Revenues**	$ 9,737,645	$ 18,294,190	$ 8,556,545	$ 1	$ 9,917,400	$ 6,226,290	62.8%	$ 14,045,480

	Memo:	YTD Budget	YTD Actual	YTD Budget Variance	2022 Budget
22	Capital Expenditures	1,824,550	480,838	(1,343,712)	$ 2,736,825
23	Tulloch Day Use Site	1,024,883	1,452,992	428,109	$ 1,537,325
24	Major Repairs - Hells Half Acre & 4700 Roads	146,667	-	(146,667)	$ 220,000
25	Major Repairs - Tulloch Unit 3 Access Rd	166,667	-	(166,667)	$ 250,000
26	**Net Revenue after Capital Expenditures**		16,360,360		
27	**Transfer from Reserves**	2,150,000	2,150,000		$ 2,150,000

BOARD AGENDA REPORT

Date: 12/15/2022
Staff: Sharon Cisneros

SUBJECT: FISHBIO Contract Budget and Scope of Work for 2023

RECOMMENDED ACTION: Discussion and possible action to approve the funding for 2023 to Contract with FISHBIO, Inc. and authorize the General Manager to execute the 2023 Amendment to Professional Services Agreement 2021-PSA-1216

BACKGROUND AND/OR HISTORY:

As part of the 2021 Tri-Dam budget process, we asked FishBio to provide a scaled down scope of work and budget for 2021 and future years. A summary of the recent annual funding is as follows:

2020	$1,750,000
2021	825,000
2022	775,000

FISHBIO has requested funding of $775,000 for 2023 for the same scope of services as approved in the 2022 contract, attached as Exhibit B.

The attached Stanislaus fall-run Chinook stock-recruit analysis memo, attached as Exhibit A, requests additional funding of $195,000 to develop stock-recruit models, run simulations, develop a comprehensive report, and a manuscript for publication.

The total contract request of $970,000 is included in the 2023 Proposed Budget later in this agenda.

Staff is also requesting that the board authorize the General Manager to execute the contract for the approved amount and scope of service.

FISCAL IMPACT: $970,000

ATTACHMENTS: Exhibit A - Stanislaus fall-run Chinook stock-recruit analysis memo
Exhibit B – FISHBIO, Inc. Professional Services Agreement 20211-PSA-1216-01

Board Motion:

Motion by: _____ Second by: _____

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Weststeyn (Yes/No) Spyksma (Yes/No)

TO: **Tim O'Laughlin**
FROM: **FISHBIO**
DATE: **October 19, 2022**
SUBJECT: **Stanislaus fall-run Chinook stock-recruit analysis**

Background

In 2019, the State Water Resources Control Board (SWRCB) called for the creation of an advisory panel, which was tasked with recommending methods for formulating biological goals related to the objectives of the Bay-Delta Plan. The panel's report to the SWRCB (Dahm et al. 2019) included a chapter with recommendations for setting goals for salmon and steelhead. Their key recommendation called for the use of a fisheries stock-recruit model to better understand the drivers of productivity of salmon populations, in addition to monitoring abundance. Using data on the number of adults returning to spawn (i.e., stock) and the number of offspring surviving to a point in time (i.e., recruits), a stock-recruit model describes the relationship between stock, the predictor variable, and recruits, the response variable. The curve of this relationship approximates the intrinsic productivity of a population accounting for density-dependent effects. The report details a statistical framework that allows for environmental data (discharge, temperature, etc.) to be included as additional predictor variables (i.e., covariates) to further refine the stock-recruit relationship and increase its predictive capabilities.

Dr. Josh Korman (Ecometric Research LTD) developed a preliminary example applying the approach to weir and rotary screw trap data collected on the Stanislaus River to demonstrate how the approach can be used to evaluate management actions based on a specific biological goal for salmon and steelhead management. Recommendations as to how this cursory analysis of the weir and Oakdale RST data could be extended were provided in the panel's report, but the SWRCB chose not to proceed as recommended. Instead, they started from scratch with a cursory analysis of juvenile data from Caswell in defense of their draft biological goals - not for informing development of relevant and achievable goals as recommended by the ISAP.

FISHBIO has recently published peer-reviewed research papers using the two datasets that were used in the stock-recruit example. Peterson et al. (2017) analyzed the fall-run escapement data to assess the influence of fall pulse flows on daily passage at the Stanislaus weir. Pilger et al. (2019) found that the juvenile fall-run abundance estimates at the Oakdale rotary screw trap were robust. Building on these previous publications using fall-run Chinook salmon data from the Stanislaus River, we feel that the next logical step is to combine these two datasets using stock-recruit covariate framework to further investigate fall-run population dynamics and limiting factors on the Stanislaus River.

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1617 S. Yosemite Ave.
Oakdale, CA 95361
PH: (209) 847-6300
FAX: (209) 847-1925

Chico Office
180 East 4th Street, Suite 160
Chico, CA 95928
PH: (530) 892-9686

Santa Cruz Office
519 Seabright Avenue, Suite 208
Santa Cruz, CA 95062
PH: (831) 600-8762

Lao PDR Office
Ban Phonthan Unit 26, House 464
Phonthan Road, Saysettha District
Vientiane Capital, Lao PDR
PH: +(856) 30-590-5055

Scope of Work

We intend to collaborate with Dr. Korman to further develop the stock-recruit covariate analysis presented in Dahm et al. (2019). Dr. Korman is an adjunct professor at the University of British Columbia Institute of Oceans and Fisheries and the president of Ecometric Research Inc. As a fisheries ecologist and modeler, he has 28 years of experience studying the effects of harvest on exploited populations, the effects of dams on fish populations, and developing novel approaches to the analysis of ecological data. Because he was tasked by the panel to provide a working example of the statistical framework, he is an ideal collaborator for this project.

FISHBIO will develop a series of hypotheses that will be evaluated using stock-recruit models developed by Dr. Korman. After FISHBIO provides all additional data to Dr. Korman, he will develop separate stock-recruit models using data from each RST to identify factors influencing production and survival. He will also fit a combined model using both datasets that will allow for simultaneous estimation of impacts on productivity at Oakdale and survival to Caswell. Comparing results between individual stock-recruit models and the combined model will provide more robust conclusions. We expect this to be an iterative process where model results are discussed among FISHBIO and Dr. Korman, changes are made to the models or covariate data, and models rerun.

Once the models are developed, simulations will be run by Dr. Korman to answer targeted management questions and to compare expected outcomes of various management strategies - particularly the SWRCB 40% unimpaired flow objective. Flow and/or water temperature model runs may be requested if existing outputs do not fully support desired analyses. FISHBIO will interpret results of the models and simulations in the form of a comprehensive final report. A more targeted discussion of results will be developed into a manuscript for publication in a peer-reviewed scientific journal.

A schedule of tasks and deliverables is attached to this document. We expect that tasks to complete the modeling efforts and associated report can be completed by Summer 2023. The modeling and simulation report will be incorporated into manuscript form and submitted for peer-review by Fall 2023. Estimated cost to develop the models, run simulations, develop a comprehensive report, and a manuscript for publication is $195,000.

References

Dahm, C., W. Kimmerer, J. Korman, P.B. Moyle, G.T. Ruggerone, and C.A. Simenstad. 2019. Developing Biological Goals for the Bay-Delta Plan: Concepts and Ideas from an Independent Scientific Advisory Panel. A final report to the Delta Science Program. Sacramento: Delta Stewardship Council.

Peterson, M.L., Fuller, A.N. and Demko, D., 2017. Environmental Factors Associated with the Upstream Migration of Fall-Run Chinook Salmon in a Regulated River. *North American Journal of Fisheries Management*, 37:78-93.

Pilger, T. J, Peterson, M. L, Lee, D., Fuller, A., & Demko, D. 2019. Evaluation of Long-Term Mark-Recapture Data for Estimating Abundance of Juvenile Fall-Run Chinook Salmon on the Stanislaus River from 1996 to 2017. *San Francisco Estuary and Watershed Science*, 17.

Zeug SC, Sellheim K, Watry C, Wikert JD, Merz J. 2014. Response of juvenile Chinook salmon to managed flow: lessons learned from a population at the southern extent of their range in North America. *Fisheries Management and Ecology*, 21:155-168.

Stanislaus River Fall-run Chinook Stock-Recruit Model
Schedule of Tasks, Deliverables, and Estimated Costs

Task 1. Data compilation and development of hypotheses ($18,000)
Performance period: November through early January
Deliverables and expected completion dates:

- Determine availability of flow, temperature, and storage simulations (FISHBIO; November 30)
- Data compiled in spreadsheets/text file (FISHBIO; November 30)
- Summary of data compilation and draft hypotheses circulated (FISHBIO; December 15)
- Conference call to discuss conceptual model, construction, and draft hypotheses (All; early January)
- Final hypotheses (All; January 31)

Task 2. Fit Oakdale, Caswell, and combined models ($32,500)
Performance period: February through March
Deliverables and expected completion dates:

- Annotated R script file for fitting models (Korman; March 15)
- Summary of model fitting results circulated for review (Korman; March 15)
- Conference call to discuss model fit results (All; end of March)

Task 3. Simulation of management alternatives ($22,000)
Performance period: March through April
Deliverables and expected completion dates:

- Develop management alternatives for simulation (FISHBIO; March 31)
- Simulate juvenile production to compare management alternatives (Korman; April 30)
- Conference call to discuss results of simulations (All; end of April)

Task 4. Final report ($62,500)
Performance period: April through August
Deliverables and expected completion dates:

- Draft study report (All; mid-July)
- Conference call to discuss draft report (All; late July)
- Final report (All; August 31)

Task 5. Peer-reviewed publication ($60,000)
Performance period: July through October
Deliverables and expected completion dates:

- Draft manuscript (All; mid-August)
- Conference call to discuss draft manuscript (All; early September)
- Submit for peer-review (All; Fall 2023)

Exhibit B

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of January 1, 2022, (the "Effective Date") by and between the **Tri-Dam Project,** a partnership of the **Oakdale** and **South San Joaquin Irrigation Districts**, irrigation districts governed by the provisions of Division 11 of the California Water Code (collectively, "Client"); and FISHBIO, Inc. ("Consultant").

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

1. **Services**: Client and Consultant agree Consultant will perform the following general services: **Fisheries research, monitoring, and consulting.**

   Services to be provided by Consultant and other work to be performed by Consultant ("Work") are specifically described in the Scope of Work attached hereto as **Exhibit A**, which is incorporated herein by this reference.

   Consultant's key personnel assigned to, and who shall be primarily responsible for carrying out the Work, are as follows:

Name	Classification/Position	Project Role
Doug Demko	Principal biologist	Program co-manager
Andrea Fuller	Principal biologist	Program co-manager
Matt Peterson	Senior biologist	Project co-manager
Jason Guignard	Biologist III	Project co-manager

   Consultant may replace, substitute, reassign, or remove key personnel from the Work by written approval of Client. However, where key personnel are unable to perform the Work due to absence, leave, or termination of employment, Client approval shall not be required but Consultant shall notify Client of the change.

2. **Term of Agreement.** This Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2022, unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.

3. **Schedule for Performance.** Consultant shall perform the Work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

4. **Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Work shall be on a time and materials basis in accordance with the Budget / Rate and Fee Schedule attached hereto as **Exhibit B**. The Budget / Rate and Fee Schedule shall be effective for the duration of performance of the Work, unless otherwise negotiated by the parties, approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement.

Total compensation to Consultant for Work performed under this Agreement, including fees and expenses, shall not exceed the total price ceiling of: **$775,000**.

5. **Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client's Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days' approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

6. **Notices.** Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

"CLIENT"
Tri-Dam Project
P.O. Box 1158
Pinecrest, California 95364-0158
Attn: Jarom Zimmerman, General Manager
Telephone: (209) 965-3996
Facsimile: (209) 965-4235

"CONSULTANT"
FISHBIO, Inc.
1617 S. Yosemite Avenue
Oakdale, CA 95361
Attn: Andrea Fuller
Telephone: (209) 847-6300

With courtesy copies to:

Oakdale Irrigation District
1205 E. F Street
Oakdale, California 95361
Attn: Steve Knell, General Manager
Telephone: (209) 847-0341
Facsimile: (209) 847-3468

South San Joaquin Irrigation District
P.O. Box 747
Ripon, California 95366-0747
Attn: Peter M. Rietkerk, General Manager
Telephone: (209) 249-4600
Facsimile: (209) 249-4688

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

7. **Independent Contractor**: It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:
    a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
    b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.
    c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
    d. Consultant shall not be entitled to any benefits payable to employees of Client.
    e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
    f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.
    g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

8. **Authority of Consultant.** It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Work performed by Consultant.

9. **Potential Conflicts of Interest.**
    a. Consultant shall disclose its involvement in any projects which may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
    b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within ten (10) days of Consultant's knowledge of such conflict. District reserves the right to require Consultant to submit a financial disclosure statement.

c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from District. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to District pursuant to Section 6 of this Agreement.

10. Ownership of Work Product. All technical data, evaluations, plans, specifications, maps, drawings, images, reports or other work product of Consultant prepared pursuant to this Agreement constitute work made for hire ("Work Product").

a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become, the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.

b. Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.

c. If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

11. Indemnification. Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify District, its officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subconsultants engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the

negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

12. **Insurance.** During the performance of the Services under this Agreement, Consultant and each subconsultant retained by Consultant shall maintain at their own expense the following insurance:

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

(2) Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

(3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of $1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit C**.

(4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of $1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name **"the Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees and volunteers"** as additional insureds on the General Commercial Liability and Automobile Liability policies.

a. **Commercial General Liability and Automobile Liability Insurance:** Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

1. **Coverage**: Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and

ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

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

i. General liability of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Client) or the general aggregate

limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and

ii. Automobile Liability of One Million Dollars ($1,000,000) for bodily injury and property damage each accident limit.

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

i. "The South San Joaquin Irrigation District, and each of their respective directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant." The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;

ii. For any claims related to the Services, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.

iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and

iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

b. Workers' Compensation and Employer's Liability Insurance: Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to Worker's Compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act." Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) disease policy limit, and One Million Dollars ($1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Work or providing Services.

c. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by Client.

d. Acceptability of Insurers: Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of

no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.

e. **Evidence of Insurance**: Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.

f. **Continuation of Coverage**: If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

13. **Confidentiality.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.

14. **Non-Discrimination in Employment.** Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.
    a. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.

    b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.

15. **Financial Records.** Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either District or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

16. **Compliance with Laws; Labor Code Provisions.** It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at District's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by District

upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).

17. **Assignment.** Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.

18. **Amendments.** Modification or amendments to the terms of this Agreement shall be approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.

19. **Termination**. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:
    a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
    b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
    c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
    d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

20. **No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

21. **Applicable Law; Venue**. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Stanislaus.

22. **Survival.** The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.

23. Entire Agreement. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

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

CLIENT	**CONSULTANT**
Tri-Dam Project	**FISHBIO, Inc.**
3/10/22	3/10/2022
Jarom Zimmerman, General Manager — Date	Andrea Fuller, VP — Date

EXHIBIT "A"
SCOPE OF WORK

Full Study Scope

Implementing the full scope will provide a robust effort similar to 2021, including continuing summer *O. mykiss* surveys, the Stanislaus Native Fish Plan (NFP) research, development of multiple peer-reviewed publications, and consulting at the same levels of effort. The cost for full implementation of the NFP study reflects an expected cost savings over 2021 given earlier investments in programming to automate statistical analyses going forward and some relatively minor changes to the study methods for improved efficiency based on findings to date.

As NFP sampling will target the bulk of the salmon outmigration window, RST monitoring will be conducted over the same period to estimate the abundance of juvenile Chinook salmon over the course of the predation studies. In past years, RST monitoring has been conducted January 1-June 30. However, this could be reduced to mid-January through May or early June to reduce cost while still providing a robust estimate of juvenile salmon abundance to quantify the proportion of the population lost to predation. This full scope cost estimate assumes this more targeted sampling strategy.

Implementing the full study scope provides for the most robust sampling strategy to maximize data available for analyses. Cumulative impacts of predation by nonnative fishes is expected to remain a key limiting factor for native species recovery and sustainability into the future. With thousands of tagged fish now in the system from efforts to date, sampling in 2022 and beyond will provide some of the most valuable data from recaptures of tagged fish. The increased number of tagged predators greatly increases the chance of recapturing fish, which translates to more certain estimates of abundance and more information to understand trends in abundance, growth, and survival of predators relative to instream conditions. Substantial efforts have been made to monitor salmon, but data to understand predator abundance, impacts, and population responses to management are lacking. Obtaining this data over several more years of varying environmental conditions will provide information to evaluate whether there are correlations between predator abundance and river conditions or if the predator populations and predation risk are relatively consistent regardless of water year type.

EXHIBIT "B"
BUDGET / RATE AND FEE SCHEDULE

Budget

Life-cycle Monitoring	$150,000
Consulting	25,000
Data Analysis/Publications	125,000
Native Fish Plan	475,000
Total Budget	$775,000

Rate and Fee Schedule:

Hourly service rates are provided for each service category in the table below followed by a description of other charges which may be billed. Hourly rates will be pro-rated to the nearest ¼ hour (e.g., 15 minutes).

Position	*Rate*
Principal Biologist	$180
Senior Biologist	$160
Biologist 3	$150
Biologist 2	$140
Biologist 1/ Graphical Design	$120
Technician 2	$95
Technician 1	$85
Office Assistant	$75

Project specific expenses including, but not limited to, purchase of and repairs to rotary screw traps, weirs, and telemetry equipment; warning signs posted at monitoring sites; boat rental; travel costs (i.e., vehicle mileage and rental, gas for boats, and lodging), and specialty printing costs (i.e., posters, aerial photographs, brochures) will be charged at cost. Equipment expenses for pilot or highly specialized projects (e.g., telemetry studies) will also be charged at cost.

Subcontractor charges will be billed at cost plus 10% for services and at cost for all other expenses.

EXHIBIT "C"
WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. . ."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

"CONSULTANT"

By:_____ Dated:_____

Name:_____

Title:_____

BOARD AGENDA REPORT

Date: December 15, 2022
Staff: Sharon Cisneros

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AND ADOPT THE 2023 BUDGET FOR THE TRI-DAM PROJECT

RECOMMENDED ACTION: Approve Adoption of the Proposed 2023 Budget for the Tri-Dam Project

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, staff tracks expenses on a real-time basis and compare those actual expenses to the budget over the course of the year.

Due to the absence of a permanent General Manager or Finance Manager at the Tri-Dam entities, the Interim General Manager and the Interim Finance Manager have created a budget with revenue that is relatively flat with the prior year budget and expenses are sufficient to cover annual MOU increases and other anticipated expenses based on Tri-Dam Staff input.

Operations expenses have decreased from the prior year approved budget primarily due to the removal of administrative labor and benefit expenses from operations. These expenses are now reflected in the Administration budget.

Maintenance expenses have also decreased from the prior year approved budget primarily for budgeted items in 2022 that were should have been included in the capital budget. Similar projects in 2023 are correctly in the capital budget.

The Administrative expenses have decreased from the 2022 budget primarily due to 2023 not including a Pension unfunded liability payment. In 2022, the Project paid an additional $750,000 towards retirement liability. Recent CalPERs reports do no support an additional payment in 2023 as one account is now superfunded.

The capital budget has decreased by more than $1.6M from the 2022 approved budget. Only Priority items were included in the proposed budget. Remaining projects were scheduled in future years.

FISCAL IMPACT: None

ATTACHMENTS: 2023 Proposed Budget

Board Motion:

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

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

TRI-DAM PROJECT

2023 PROPOSED BUDGET

TRI-DAM PROJECT
POSITION LIST

	2023 Staffing	2022 Staffing	Change in Staffing
Administration & Finance			
General Manager	1.0	1.0	0.0
Finance Manager	1.0	1.0	0.0
Admin & Finance Assistant	1.0	1.0	0.0
Finance Clerk	1.0	1.0	0.0
License & Compliance Coordinator	1.0	1.0	0.0
Total Administration & Finance	5.0	5.0	0.0
Operations & Maintenance			
Operations & Maintenance Supervisor	1.0	1.0	0.0
Operations			
Lead Operator	1.0	1.0	0.0
Operators	4.0	4.0	0.0
Relief Operator	2.0	2.0	0.0
Roving Operator	2.0	2.0	0.0
Maintenance			
Maintenance Lead	1.0	1.0	0.0
Technician Journeyman	2.0	3.0	-1.0
Technician Crew Leader	1.0	1.0	0.0
Equipment Operator	1.0	1.0	0.0
Electrician Journeyman	1.0	1.0	0.0
Electrical Machinist	1.0	1.0	0.0
Machinist Mechanic Journeyman	1.0	1.0	0.0
Hydro Mechanic	1.0	1.0	0.0
Laborer	2.0	2.0	0.0
Total Operations & Maintenance	21.0	22.0	-1.0
TOTAL STAFFING	26.0	27.0	-1.0

Tri-Dam Project
2023 Proposed Budget

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
	Operating Revenues									
1	Power Sales	$ 27,313,002	$ 23,687,766	$ 26,982,780	$ 26,000,000	$ 26,000,000	$ (982,780)	-4%	$ -	0%
2	Headwater Benefit	361,584	376,770	368,852	360,000	360,000	(8,852)	-2%	-	0%
3	**Total Operating Revenues**	27,674,586	24,064,536	27,351,632	26,360,000	26,360,000	(991,632)	-4%	-	0%
	Operating Expenses									
4	Salaries and Wages	2,199,464	2,198,025	2,561,651	2,157,200	2,688,100	126,449	5%	530,900	25%
5	Benefits and Overhead	2,280,953	(507,942)	2,664,668	2,682,300	1,783,900	(880,768)	-33%	(898,400)	-33%
6	Operations	742,520	689,869	953,685	772,370	989,500	35,815	4%	217,130	28%
7	Maintenance	749,595	546,719	1,366,800	696,550	1,669,880	303,080	22%	973,330	140%
8	General & Administrative	3,316,718	2,907,499	4,235,680	2,714,310	3,238,700	(996,980)	-24%	524,390	19%
9	Depreciation & Amortization	2,086,862	2,122,667	2,127,846	2,163,000	2,250,000	122,154	6%	87,000	4%
10	**Total Operating Expenses**	11,376,112	7,956,837	13,910,330	11,185,730	12,620,080	(1,290,250)	-9%	1,434,350	13%
11	**Net Income From Operations**	16,298,474	16,107,699	13,441,302	15,174,270	13,739,920	298,618		(1,434,350)	
12	**Nonoperating Revenues (Expenses)**									
13	Lawsuit Settlement Proceeds	-	-	-	2,150,500	-	-	0%	(2,150,500)	-100%
14	Grant Revenue	-	149,546	-	-	-	-	0%	-	0%
15	Water Sales	188,059	178,731	188,059	200,000	200,000	11,941	6%	-	0%
16	Net Investment Earnings (Loss)	324,863	(25,840)	123,900	(209,000)	133,000	9,100	7%	342,000	-164%
17	Tulloch Encroachment Permits	36,450	23,550	20,000	27,000	14,000	(6,000)	-30%	(13,000)	-48%
18	Rental Income	104,931	88,771	60,000	97,400	98,000	38,000	63%	600	1%
19	Operating Cost Recovery	208,463	198,780	211,333	242,000	240,000	28,667	14%	(2,000)	-1%
20	Gain/(Loss) on Asset Disposal	30,730	24,048	-	23,000	-	-	0%	(23,000)	-100%
21	Other Nonoperating Revenue	8,598	28,568	886	10,000	10,000	9,114	1029%	-	0%
22	**Total Nonoperating Revenues (Expenses)**	902,094	666,154	604,178	2,540,900	695,000	90,822	15%	(1,845,900)	-73%
22	**Net Income Before Capital Expenses**	$ 17,200,568	$ 16,773,853	$ 14,045,480	$ 17,715,170	$ 14,434,920	$ 389,440	3%	$ (3,280,250)	-19%
24	**Capital Budget**			(4,185,475)	(2,500,000)	(2,487,300)				
25	**Change in Net Position**	**17,200,568**	**16,773,853**	**9,860,005**	**15,215,170**	**11,947,620**				
26	**Transfers from Reserves**			2,150,000						
26	**Distributions**	**25,142,000**	**10,958,000**		**19,700,000**	**14,000,000**				

Tri-Dam Project
Detailed Revenues
2023 Proposed Budget

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
Operating Revenues										
1	Power Sales	$ 27,313,002	$ 23,687,766	$ 26,982,780	$ 26,000,000	$ 26,000,000	(982,780)	-4%	-	0%
2	Headwater Benefit	361,584	376,770	368,852	360,000	360,000	(8,852)	-2%	-	0%
3	**Total Operating Revenues**	27,674,586	24,064,536	27,351,632	26,360,000	26,360,000	(991,632)	-4%	-	0%
Nonoperating Revenues (Expenses)										
4	Lawsuit Settlement Proceeds	-	-	-	2,150,500	-	-	0%	(2,150,500)	-100%
5	Grant Revenue	-	149,546	-	-	-	-	0%	-	0%
6	Water Sales	188,059	178,731	188,059	200,000	200,000	11,941	6%	-	0%
7	Interest Income	43,855	17,444	-	32,000	32,000	32,000	0%	-	0%
8	Investment Earnings	205,223	18,719	139,500	253,000	121,000	(18,500)	-13%	(132,000)	-52%
9	Change in Market Value of Investments	91,511	(52,240)	-	(475,000)	-	-	0%	475,000	-100%
10	Tulloch Encroachment Permits	36,450	23,550	20,000	27,000	14,000	(6,000)	-30%	(13,000)	-48%
11	Equipment Rental Income	26,400	2,400	-	26,400	27,000	27,000	0%	600	2%
12	Rental Income- Strawberry Peak	31,725	39,813	30,000	30,000	30,000	-	0%	-	0%
13	Rental Income- Mt. Elizabeth	46,806	46,558	30,000	41,000	41,000	11,000	37%	-	0%
14	Reimbursements/Govt Entities	208,463	198,780	211,333	242,000	240,000	28,667	14%	(2,000)	-1%
15	Gain/(Loss) on Asset Disposal	30,730	24,048	-	23,000	-	-	100%	(23,000)	-100%
16	Other Nonoperating Revenue	8,598	28,568	886	10,000	10,000	9,114	1029%	-	0%
	Total Nonoperating Revenues (Expenses)	909,222	647,349	618,892	2,549,900	705,000	86,108	14%	(1,844,900)	-72%
	Total Revenues	$ 28,583,808	$ 24,711,885	$ 27,970,524	$ 28,909,900	$ 27,065,000	$ (905,524)	-3%	$ (1,844,900)	-6%

Tri-Dam Project
Expenses Summary
2023 Proposed Budget

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
	Expenses by Function									
1	Operations	2,998,499	2,683,700	2,627,616	2,399,270	2,286,800	(340,816)	-13%	(112,470)	-5%
2	Maintenance	2,444,000	2,176,619	3,832,953	2,103,150	3,523,880	(309,073)	-8%	1,420,730	68%
3	General & Administrative	3,846,749	973,851	5,321,915	4,520,310	4,559,400	(762,515)	-14%	39,090	1%
4	Depreciation	1,853,330	1,889,135	1,894,306	1,929,000	2,000,000	105,694	6%	71,000	4%
5	Amortization	233,532	233,532	233,540	234,000	250,000	16,460	7%	16,000	7%
6	**Total Expenses**	11,376,110	7,956,837	13,910,330	11,185,730	12,620,080	(1,290,250)	-9%	1,434,350	13%
	Nonoperating Expenses									
7	Investment Expenses	15,726	9,763	15,600	19,000	20,000	4,400	28%	1,000	5%
	Total NoOp Revenues (Expenses)	15,726	9,763	15,600	19,000	20,000	4,400	28%	1,000	5%
	Total Expenses	$ 11,391,836	$ 7,966,600	$ 13,925,930	$ 11,204,730	$ 12,640,080	$ (1,285,850)	-9%	$ 1,435,350	13%

Tri-Dam Project
Operations Department Expenses
2023 Proposed Budget

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
Operations Summary										
1	Salaries and Wages	1,236,854	1,191,069	827,422	1,142,000	864,700	37,278	5%	(277,300)	-24%
2	Benefits and Overhead	1,019,125	802,762	846,509	484,900	432,600	(413,909)	-49%	(52,300)	-11%
	Operations Dept Labor Exp	**2,255,979**	**1,993,831**	**1,673,931**	**1,626,900**	**1,297,300**	**(376,631)**		**(329,600)**	
3	Interconnection Expense 3rd Unit	2,019	2,019	2,050	2,250	2,400	350	17%	150	7%
4	Powerhouse & Dam utilities	29,824	30,570	34,200	46,920	51,700	17,500	51%	4,780	10%
5	Dam Monitoring / Surveying	6,570	11,000	7,500	8,620	11,900	4,400	59%	3,280	38%
6	Powerhouse & Dam Supplies	4,480	4,762	5,100	3,050	5,700	600	12%	2,650	87%
7	Furnishings & Misc Equipment	3,759	1,743	16,100	740	2,000	(14,100)	-88%	1,260	170%
8	Safety Supplies	26,535	14,864	28,715	16,970	17,900	(10,815)	-38%	930	5%
9	Site Utilities - (ME,SP,DP only)	48,854	44,666	59,100	58,770	61,900	2,800	5%	3,130	5%
10	Travel & Conference - Ops	2,310	3,125	40,600	25,270	40,000	(600)	-1%	14,730	58%
11	Dam safety fees	261,261	235,657	271,300	266,000	275,000	3,700	1%	9,000	3%
12	FERC Admin & Land Fees	201,062	170,571	316,000	240,000	248,000	(68,000)	-22%	8,000	3%
13	Streamgaging	72,525	73,425	74,664	30,000	32,000	(42,664)	-57%	2,000	7%
14	Streamgaging Certification	52,089	52,214	54,356	43,500	55,000	644	1%	11,500	26%
15	USFS permit fees	11,802	12,775	12,500	13,000	14,000	1,500	12%	1,000	8%
16	Operations Consulting	19,379	31,570	29,500	16,530	170,000	140,500	476%	153,470	928%
17	Small Tools	51	908	2,000	750	2,000	-	0%	1,250	167%
	Non-Labor Operations Exp	**742,520**	**689,869**	**953,685**	**772,370**	**989,500**	**35,815**		**217,130**	
	Total Operations Dept Exp	**2,998,499**	**2,683,700**	**2,627,616**	**2,399,270**	**2,286,800**	**(340,816)**	-13%	**(112,470)**	-5%

Tri-Dam Project
Maintenance Department Expenses
2023 Proposed Budget

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
	Maintenance Summary									
1	Salaries and Wages	946,950	987,558	1,177,066	998,200	1,225,200	48,134	4%	227,000	23%
2	Benefits and Overhead	747,455	642,342	1,289,087	408,400	628,800	(660,287)	-51%	220,400	54%
	Maintenance Dept Labor Exp	**1,694,405**	**1,629,900**	**2,466,153**	**1,406,600**	**1,854,000**	(612,153)	-25%	447,400	32%
3	Safety Supplies	17,479	13,817	23,000	32,800	34,200	11,200	49%	1,400	4%
4	Structure/Facilities/Plants	150,325	152,991	401,700	121,100	115,000	(286,700)	-71%	(6,100)	-5%
5	Electrical & Electronic Expense	19,340	11,722	75,000	17,500	33,750	(41,250)	-55%	16,250	93%
6	Site Improvements - DP,SP,ME	196	732	5,000	1,000	1,100	(3,900)	-78%	100	10%
7	Computers Supplies & Support	13,252	16,165	2,000	600	27,825	25,825	1291%	27,225	4538%
8	Mobile Radio Repair & Replace	116	-	2,700	-	1,000	(1,700)	-63%	1,000	100%
9	Coms, Micro & Security Systems	155,097	43,551	67,500	64,100	67,450	(50)	0%	3,350	5%
10	Routine Road Maintenance	34,049	2,359	145,000	29,600	40,000	(105,000)	-72%	10,400	35%
11	Travel & Training	5,409	9,972	35,800	14,500	40,000	4,200	12%	25,500	176%
12	Reservoir Management	10,875	16,019	47,000	8,700	30,000	(17,000)	-36%	21,300	245%
13	Engineering and Consulting	3,091	-	2,500	4,350	4,500	2,000	80%	150	3%
14	Rolling Stock Maintenance & Repair	121,670	84,764	100,000	86,000	145,300	45,300	45%	59,300	69%
15	Shop Supplies	18,812	23,565	25,000	23,000	25,630	630	3%	2,630	11%
16	Small Tools	15,029	27,229	20,000	27,300	25,000	5,000	25%	(2,300)	-8%
17	Miscellaneous Equipment	20,177	10,804	27,900	13,900	14,735	(13,165)	-47%	835	6%
18	Disposal Fees (WMgmt)	5,026	6,471	8,000	13,200	13,855	5,855	73%	655	5%
19	Fuel and Fuel Tax	62,299	106,337	150,000	163,200	171,395	21,395	14%	8,195	5%
20	Equipment Operation & Maintenance	4,707	5,220	8,700	6,800	7,140	(1,560)	-18%	340	5%
21	Major Road Repairs	12,695	15,001	220,000	68,900	672,000	452,000	205%	603,100	875%
22	Tulloch Spillway Road Repairs	79,951	-	-	-	-	-	0%	-	0%
23	FERC Gate Inspections	-	-	-	-	200,000	200,000	100%	200,000	100%
		749,595	**546,719**	**1,366,800**	**696,550**	**1,669,880**	**303,080**		**973,330**	
	Maintenance Dept Expenses	**2,444,000**	**2,176,619**	**3,832,953**	**2,103,150**	**3,523,880**	**(309,073)**		**1,420,730**	

Tri-Dam Project
Administration Department Expenses
2023 Proposed Budget

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
	Administration Summary									
1	Salaries and Wages	15,658	19,398	557,163	17,000	598,200	41,037	7%	581,200	3419%
2	Benefits and Overhead	514,373	(1,953,046)	529,072	1,789,000	722,500	193,428	37%	(1,066,500)	-60%
	Administration Dept Labor Exp	**530,031**	**(1,933,648)**	**1,086,235**	**1,806,000**	**1,320,700**	**234,465**	**22%**	**(485,300)**	**-27%**
3	Resource Mgmt USFS Beardsley	7,347	164,379	173,000	100,140	175,000	2,000	1%	74,860	75%
4	Professional Services Consulting	-	-	-	51,800	56,600	56,600	100%	4,800	9%
5	Office & Administrative expense	57,153	34,423	42,800	37,460	36,500	(6,300)	-15%	(960)	-3%
6	Leased Equipment Expense	-	-	-	5,500	6,500	6,500	100%	1,000	18%
7	Professional Dues & Subscriptions	25,850	22,989	33,130	33,180	35,000	1,870	6%	1,820	5%
8	Utilities - Administrative	47,449	51,577	52,200	49,200	51,000	(1,200)	-2%	1,800	4%
9	Travel & Conference - Admin & Districts	1,839	8,663	24,000	6,200	24,000	-	0%	17,800	287%
10	Meals	2,739	6,213	6,000	6,000	6,500	500	8%	500	8%
11	Drug Testing & Physicals	1,658	1,955	2,000	250	2,000	-	0%	1,750	700%
12	Computers, Related Supplies & Support	16,197	2,997	25,400	8,630	12,500	(12,900)	-51%	3,870	45%
13	Telephone	36,786	47,056	48,300	60,050	62,000	13,700	28%	1,950	3%
14	Data Communication Services	4,617	4,351	5,500	5,720	5,900	400	7%	180	3%
15	Website & Network Operation & Maint	39,106	54,059	83,600	38,750	40,000	(43,600)	-52%	1,250	3%
16	Legal fees - general matters	262,937	216,730	353,000	300,000	350,000	(3,000)	-1%	50,000	17%
17	Reservoir management - Admin	2,989	-	1,000	240	-	(1,000)	-100%	(240)	-100%
18	Auditing services	15,973	15,944	14,410	12,000	12,500	(1,910)	-13%	500	4%
19	Special Consultants/Resource Plans	-	-	15,000	-	-	(15,000)	-100%	-	0%
20	Accounting & Payroll Software	10,548	22,151	7,050	11,630	12,000	4,950	70%	370	3%
21	FERC Part 12 Inspections	60,798	75,815	309,240	200,000	215,000	(94,240)	-30%	15,000	8%
22	License Condition Implementation	-	-	8,500	-	-	(8,500)	-100%	-	0%
23	Tulloch Shoreline Erosion Plan	140	-	30,000	-	250	(29,750)	-99%	250	100%
24	Tulloch Shoreline Management Plan	800	-	-	-	20,000	20,000	100%	20,000	100%
25	Mussel Risk Assmnt, Insp & Monitoring	-	-	2,000	-	-	(2,000)	-100%	-	0%
26	FERC Cultural Resources - Hells Half Acre	84,392	48,660	175,000	22,200	24,700	(150,300)	-86%	2,500	11%
27	Fish Study Pubs/Non-Native/Chinook	1,193,185	824,968	775,000	750,000	970,000	195,000	25%	220,000	29%
28	USBR Pln of Opr & SWRCB	352,310	422,599	500,000	185,300	200,000	(300,000)	-60%	14,700	8%
29	Labor Relations	23,850	-	5,000	-	35,000	30,000	600%	35,000	100%
30	Insurance premiums	515,100	642,370	740,000	671,900	693,000	(47,000)	-6%	21,100	3%
31	Property and use taxes	24,548	16,781	25,000	12,000	12,000	(13,000)	-52%	-	0%
32	Stanislaus River Basin Plan	99,910	13,255	598,175	-	-	(598,175)	-100%	-	0%
33	State Water Rights Fees	32,810	35,271	27,375	25,000	35,750	8,375	31%	10,750	43%
34	FERC Headwater benefit assessment	90,709	105,713	90,500	90,000	90,000	(500)	-1%	-	0%
35	EAP & Other Plan Updates	147,556	5,519	3,500	2,260	25,000	21,500	614%	22,740	1006%
36	Legal - District Water Rights	57,317	63,061	60,000	28,900	30,000	(30,000)	-50%	1,100	4%
37	Washington Advocacy & PR	100,105	-	-	-	-	-	0%	-	0%
		3,316,718	**2,907,499**	**4,235,680**	**2,714,310**	**3,238,700**	**(996,980)**		**524,390**	
	Administative Dept Expenses	**3,846,749**	**973,851**	**5,321,915**	**4,520,310**	**4,559,400**	**(762,515)**		**39,090**	

Tri-Dam Project
Capital Expenditures
2023 Proposed Budget

	EXPENDITURE	LOCATION	2022 AMENDED BUDGET	TOTAL BUDGET 2023
1	Spare SS Transformer 480V-240V	Equipment	5,000	5,000
2	Beardsley water tank	Beardsley PH	138,000	100,000
3	Equipment-Milling Machine	Beardsley Service Center	-	30,000
4	Equipment-Trucks (2) - 3500s 1 tons	Vehicle	160,000	200,000
5	Equipment-Replacement GM Vehicle	Vehicle	65,000	65,000
6	Upgrade SCADA RTU / RTAC/ RTU Migration	Various	175,000	30,000
7	Goodwin Upgrade SCADA RTU / RTAC	Goodwin	25,000	-
8	Blk Crk Gate, Pole replacement, Antenna cable, conduit &	Black Creek	15,000	7,500
9	Beardsley Dam Gate 1 Trunnion Pin Repair	Beardsley	-	100,000
10	Move Gen out of Equipment Building	Beardsley	10,000	-
11	Division Tower and Comm site install	Division Point	50,000	400,000
12	Tulloch Recreation Site	Tulloch Reservoir	1,537,325	100,000
13	Self Dumping Hoppers	Beardsley Service Center	5,000	-
14	Sierra contols additions	Engineering	-	-
15	VOIP Phone System	Equipment	60,000	-
16	microwave battery banks	Equipment	80,000	-
17	Tulloch skimmer Gate actuator	Tulloch	26,000	35,000
18	All location flow meters (engineering in 2022)	Equipment	127,000	-
19	Donnells Power Supply (engineering, etc.)	Donnells	100,000	-
20	DDM 48" Valve Position Feedback to SCADA	Engineering	7,500	-
21	Re-Roof Division Point	Division Point	10,000	-
22	Pressure Relief Valve Rebuild	Beardsley	670,000	-
23	Equipment-Manlift	Vehicle	50,000	-
24	Tulloch Shoreline Erosion Project- Site #3	Tulloch- FERC Response	-	500,000
25	Tulloch Spillway	Tulloch	250,000	190,000
26	Tulloch Barge Removal	Tulloch	-	100,000
27	Electric Operators for shop doors	Stawberry	-	10,000
28	Donnells Solar Power	Donnells	-	88,000
29	EGEN Replacement	Donnells	-	45,000
30	Beardsley Meters Upgrade	Beardsley PH	-	40,000
31	Tulloch Meters Upgrade	Tulloch PH	-	40,000
32	EGEN Replacement	Division Point	-	30,000
33	Crane Scale	Equipment	-	6,800
34	Equipment-Boat Motor-DDM	Donnells	-	5,000
35	Equipment- Forklift for Strawberry	Strawberry	-	40,000
36	Equipment- Trucks (2) 1 Ton (3500s)	Vehicle	-	200,000
37	Equipment- Truck Replc F450	Vehicle	-	120,000
38	Donnells Gov. Upgrade to new Hardware	Donnells	128,000	-
39	Pump/Motor Rebuilds	Donnells	36,000	-
45	High Bay LED Lighting	Donnells PH	20,000	-
46	24VDC Battery Chargers	Beardsley PH	9,150	-
47	Gov. Modernization change to Woodward	Beardsley PH	141,500	-
48	Tulloch Cooling Water pump #1	Tulloch PH	10,000	-
49	IT Hardware Upgrades	Admin	20,000	-
50	Accounting / Finance System (replace Springbrook)	Admin	35,000	-
51	Historian data system	Admin	100,000	-
52	TPH sewage ejection system	Tulloch	25,000	-
53	Mt. Liz Microwave Upgrade (Mt Liz to Division Radio)	Mt Elizabeth	55,000	-
54	SF6 Gas Analyzer	Equipment	40,000	-
Total Capital			4,185,475	2,487,300

BOARD AGENDA REPORT

Date: 12/15/2022
Staff: Jeff Shields

SUBJECT: General Manager Vehicle Purchase

RECOMMENDED ACTION: Discussion and possible action to authorize Interim General Manager to purchase a new General Manager vehicle not to exceed $74,000.

BACKGROUND AND/OR HISTORY:

The 2022 budget included $65,000 to replace the General Manager vehicle. There were also a few trucks included in the budget, but only two vehicles were ordered. The previous General Manager vehicle was a Tahoe, which was reassigned to Susan, and Jarom used a 2013 Ford F150 4X4 ½ ton pickup. That pickup has 165K miles on it and the transmission is in need of a replacement. The problem we are currently facing is supply chain. With the current market, dealerships are not always willing to bid on a vehicle and hold in inventory while we wait to get Board approval.

Following the November Board meeting, with authorization to purchase a new GM vehicle not to exceed $65,000, I went back to the lowest bidder (Steves Chevrolet) for a 4X4 SUV. I searched four regional Chevy dealers' inventory for a used Tahoe. Steves had the most current model, a 2021 Tahoe 4X4 with 30K miles. When I asked them to give me the best price, they came back with $61,920 and, after taxes, the price was $66,593. The brand new 2023 was quoted, out the door, at $73,354. For a difference of $11,433.

I would like to request authorization to increase the purchase price not to exceed $74,000.

FISCAL IMPACT: Original Budget $65,000

ATTACHMENTS: Steves Chevrolet

Board Motion:

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

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Jeff Shields

To: Alan Berg
Subject: RE: Chevy Tahoe

Will do. Thanks Alan.

From: Alan Berg <alan@steveschevrolet.com>
Sent: Tuesday, November 15, 2022 1:49 PM
To: Jeff Shields <jshields@tridamproject.com>
Subject: Re: Chevy Tahoe

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Thank you. The 2023 is currently still available. Please let me know if you get an approval for the additional amount and we can tag it for you.

Alan Berg - Steves Chevrolet
(209)765-4746 cell

From: Jeff Shields <jshields@tridamproject.com>
Sent: Tuesday, November 15, 2022 10:01 AM
To: Alan Berg <alan@steveschevrolet.com>
Subject: RE: Chevy Tahoe

Alan,

Thanks for the prompt reply. My authorization is $65,000. I'm not trying to negotiate but simply saying I have a fixed limit. The Board is meeting tomorrow and I may be able to get them to approve an increase. That said, the 2023 you quoted in $68,310 and for the slight difference it probably makes sense to go ahead with the 2023.

From: Alan Berg <alan@steveschevrolet.com>
Sent: Tuesday, November 15, 2022 9:25 AM
To: Jeff Shields <jshields@tridamproject.com>
Subject: Re: Chevy Tahoe

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Good Morning Jeff,
The 2021 Tahoe is currently here and available. We can get the selling price down to $61,920 plus tax. The total would be $66,593.24. Please let me know if this might work for you and I can send the pricing breakdown.

Thank you.
Alan Berg - Steves Chevrolet
(209)765-4746

From: Jeff Shields <jshields@tridamproject.com>
Sent: Tuesday, November 15, 2022 8:49 AM
To: Alan Berg <alan@steveschevrolet.com>
Subject: Chevy Tahoe

Alan,

My name is Jeff Shields. I am serving as Interim General Manager at the TriDam Project. You recently submitted a quote for a 2023 Tahoe 4WD Z71. Unfortunately, the price, which was competitive, exceeded the amount approved by our Board. When I was searching for another option, I see you have a 2021 (Stock # T3147P) in your inventory. Is that vehicle still available and can you tell me what we can purchase that for?

Thanks.

Jeff Shields

(209) 768-6450

STEVES CHEVROLET BUICK, INC.
ALAN BERG | (209)847-2261 | alan@steveschevrolet.com

Vehicle: [Retail] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (✓ Complete)

Window Sticker

SUMMARY

[Retail] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 — MSRP:$64,300.00

Interior:Jet Black, Leather-Appointed seating surfaces 1st and 2nd row

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CK10706	[Retail] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Z71		$64,300.00
	OPTIONS		
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **		$0.00
2Z7	Z71 Preferred Equipment Group		$0.00
A50	Seats, front bucket		$0.00
C3U	Sunroof, power Panoramic, dual-pane, tilt-sliding		$1,500.00
CAV	LPO, All-weather cargo mat		$175.00
GAZ	Summit White		$0.00
GU5	Rear axle, 3.23 ratio		$0.00
H0Y	Jet Black, Leather-Appointed seating surfaces 1st and 2nd row		$0.00
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in		$0.00
JL1	Trailer brake controller, integrated	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$0.00
MHS	Transmission, 10-speed automatic		$0.00
NHT	Max Trailering Package		$465.00
PZ8	Hitch Guidance with Hitch View	Inc.	
UET	Smart Trailer Integration Indicator	Inc.	
V03	Cooling system, extra capacity	Inc.	

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Data Version: 17875. Data Updated: Nov 3, 2022 6:50:00 PM PDT.

STEVES CHEVROLET BUICK, INC.

ALAN BERG | (209)847-2261 | alan@steveschevrolet.com

Vehicle: [Retail] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Z71 (Complete)

W2D	LPO, Vertical cargo net		$75.00
YF5	Emissions, California state requirements		$0.00
ZL6	Advanced Trailering Package	Inc.	
ZW7	Suspension Package, Premium Smooth Ride		$0.00
	SUBTOTAL		**$66,515.00**
	Adjustments Total		$0.00
	Destination Charge		$1,795.00
	TOTAL PRICE		**$68,310.00**

FUEL ECONOMY

Est City:15 (2022) MPG

Est Highway:20 (2022) MPG

Est Highway Cruising Range:480.00 mi

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Data Version: 17875. Data Updated: Nov 3, 2022 6:50:00 PM PDT.

Steves CHEVROLET BUICK OAKDALE

Alexis
alexis@steveschevrolet.com

TRI DAM PROJECT
(209) 956-3996 | ttownsend@tridamproject.com
PO BOX 1158 / 31885 OLD STRAWBERRY RD, PINECREST, CA 95364

Deal#: 16228

Cash

Tot. Cash	**$73,353.64**
	$0.00 Rebates

Payment Details	Cash
Selling Price	$68,310.00
Your Price	$68,310.00
Accessories	$0.00
Fees	$85.00
Taxes (7.25%)	$4,958.64
Unpaid Cash Balance	$73,353.64
Amount Financed	$73,353.64

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit, and at Lease's End, Lessee is responsible for $0.25 per Mile over 15000 Miles per year and a Disposition Fee of $495.00. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.

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TRI-DAM INTERIM GENERAL MANAGER
EMPLOYMENT AGREEMENT
AMENDMENT No. ONE

This Amendment No. One shall amend that Employment Agreement entered into by and between the Oakdale Irrigation District and the South San Joaquin Irrigation District (collectively, "Employer") and Jeff Shields as Interim General Manager of the Tri-Dam Project and Tri-Dam Authority ("Employee"), dated July 21, 2022.

This Amendment No. One amends Section 1, "Temporary and At Will Employment" to extend the term of employment to January 14, 2023.

The remainder of the Employment Agreement remains intact and unchanged.

This Amendment No. One was approved at the regular meeting of the Tri-Dam Board of Directors held December 15, 2022.

EMPLOYER

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

_____
President, Board of Directors

OAKDALE IRRIGATION DISTRICT

_____
President, Board of Directors

EMPLOYEE

_____
Jeff Shields

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made by and between South San Joaquin Irrigation District and Oakdale Irrigation District, acting together as the Tri-Dam Project and Tri-Dam Authority (collectively, "Employer"), and Summer Nicotero ("Employee").

1. At-Will Employment. Employer hereby employs Employee as the General Manager for the Tri-Dam Project and the Tri-Dam Power Authority under the terms and conditions set forth in this Agreement. Employee shall serve at the pleasure of Employer's Joint Board of Directors ("Joint Board"). Her employment shall be "at-will", which means that either Employer or Employee may terminate this Agreement and the employment relationship at any time, for any reason or for no reason. Employee shall begin her employment with Employer on **January 3, 2023**.

2. Duties and Obligations of Employee. Employee shall perform the customary duties of the General Manager's office as set forth in the Job Description attached as Exhibit "A" as may be modified by Employer's Joint Board from time to time, and such other duties as may from time to time be requested of Employee by Employer's Joint Board.

3. Devotion to Employer's Business.

(a) Employee shall devote her full time, ability, and attention to the business of Employer while he is employed by Employer. Employee shall not, without the prior written consent of Employer's Joint Board, engage in any other business activities, duties, or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, which are in conflict with Employer's operations. The expenditure of reasonable amounts of time for educational, charitable, or professional activities, however, shall not be deemed a breach of this Agreement if those activities do not interfere with the services required of Employee under this Agreement.

(b) Employee agrees to conduct herself at all times with due regard to public conventions and morals. Employee further agrees not to do or commit any act that will reasonably tend to shock or offend the community, degrade Employee or Employer, or that may be prejudicial or harmful to Employer or Employer's reputation. Employee acknowledges and agrees that this provision is necessary to protect Employer's goodwill in the communities which Employee and Employer serve.

(c) Employee shall be required, as a condition of employment and as a business necessity to Employer, to reside in Employer-provided housing located at the

Tri-Dam Headquarters in Strawberry, California for the first three (3) months of employment. Thereafter, Employee's place of residence must allow employee to be able to report to any emergency at the Tri-Dam Project headquarters in Strawberry, California within sixty (60) minutes, and any other Tri-Dam Project or Authority facility within ninety (90) minutes. The Employer-provided housing may continue to be used by Employee on an intermittent basis and for stays of short duriation, as may be required from time to time to perform Employee's job duties. Such intermittent stays shall not exceed three (3) consecutive weeks at a time without permission from the Board of Directors.

4. Compensation. In consideration of the services to be performed under this Agreement, Employee shall receive a beginning salary at the rate of Two Hundred Fifteen Thousand Dollars ($215,000.00) per year ("Salary"), payable in installments in accordance with Employer's normal payroll practices, subject to applicable adjustments for withholding taxes and prorations for any partial employment period. Employee may receive such annual adjustments in salary, if any, as may be determined by Employer's Joint Board, in its sole discretion, resulting from the Board's annual review of Employee's compensation and performance.

5. Benefits. Except as otherwise provided in this Agreement, Employee shall be entitled to those employee benefits adopted by Employer for all employees of Tri-Dam Project from time to time, subject to applicable qualification requirements and regulatory approval requirements, if any. All benefits, including those listed below, are subject to change consistent with the Joint Board's policies and applicable law. Employee shall be entitled to the following additional benefits which shall supplement or replace, to the extent duplicative of any part or all of the general employee benefits, the benefits otherwise provided to Employee:

(a) Vacation. Employee shall begin to accrue vacation at the rate of eighty (80) hours per year upon commencement of employment on a pro-rata basis, which shall be reported each pay period. Thereafter, Employee will accrue vacation at the rates set forth in the Tri-Dam Project's Policies. Vacation may be taked as accrued, and there shall be no probationary or waiting period before Employee is entitled to take accrued vacation. Employee may be absent from employment for vacation as long as such leave is reasonable and does not jeopardize Employee's performance of the responsibilities and duties specified in this Agreement. The length of any one vacation period shall not exceed two (2) consecutive weeks without the prior approval of Board of Directors (unless such vacation benefit is used for a protected leave of absence).

(b) Paid Administrative Leave. Employee shall be entitled to Forty (40) hours of Paid Administrative Leave annually, vesting January 1 of each year. Employee's ongoing accrual and use of paid administrative leave shall be subject to and consistent with the Tri-Dam Project's policies.

(c) Sick Leave. Employee shall accrued paid sick leave consistent with the Tri-Dam Project Employee Benefits Plan. Employee shall be entitled to use any Sick-Leave as it is accrued, without any probationary or "waiting period."

(d) Vehicle. Employer agrees to provide Employee with an Employer-owned vehicle for use on Employer business. Employer agrees to cover all operating expenses for the vehicle, including insurance, gas, and maintenance.

(e) Phone. Employer agrees to provide Employee with a mobile phone for use for Employer business. Employer agrees to cover costs for supporting mobile plan, including data and messaging for business-related use.

(f) Retirement. Employee shall be eligible for retirement benefits consistent with Tri-Dam Project's Employee Benefit Plan, its contract with CalPERS, and applicable law.

(g) Deferred Compensation. Employee shall have the opportunity to enroll in a 457 deferred compensation plan. Employee contributions are subject to limits as established from time-to-time by the Internal Revenue Service. Employee may make contributions to this plan on a voluntary basis through payroll deductions. Employer shall match, dollar for dollar match up to Three Thousand Five Hundred Dollars ($3,500.00) of Employee's contributions annually.

(h) Relocation Expenses. Employer shall reimburse Employee for all reasonable and properly documented relocation expenses to move Employee, Employee's immediate family (spouse and children), and Employee's household from Employees current place of residence to California. Costs shall include any penalty or "breakage fee" for early termination of Employee's current residential lease. Employee shall provide Employer with a copy of said lease in advance of breaking or terminating lease. Employer's reimbursement of relocation expenses shall not include expenses incurred in changing place of residence or other subsequent move(s) once Employee, her immediate family, and household have been successfully relocated to a place of residence within California.

6. Business Expenses. Employer shall reimburse Employee for all reasonable business expenses ("Business Expenses") incurred by Employee in connection with the business of Employer, and in accordance with Tri-Dam Project's policies and practices. Employee must first furnish to Employer adequate records as would be required by the appropriate taxing authorities for the substantiation of each such expenditure as an income tax deduction if Employer were subject to taxation.

7. Employee Performance Review. Employee shall be subject to periodic performance review by Employer's Board of Directors. An initial performance review

shall occur upon six(6) months' full time employment of Employee, with a second review at one (1) year of Employment. Performance review shall occur on an annual basis thereafter. Nothing in this Section precludes the Board from conducting any additional performance review based upon advice of legal counsel or other determination of need.

8. Termination of Agreement.

(a) Termination by Employer For Cause. Employer reserves the right to terminate this Agreement immediately upon any of the following events:

(i) Employee's death;

(ii) Employee's disability such that he is no longer able to perform the essential functions of her position, with or without reasonable accommodation. Nothing in this paragraph shall be construed to deny Employee her right to reasonable accommodation in the event of disability under applicable law;

(iii) Employee's commission of any act of dishonesty, misappropriation, embezzlement, intentional fraud, abuse of position, or similar conduct;

(iv) Employee's failure to perform Employee's duties, as may be modified by Employer's Joint Board from time to time;

(v) Acts of violence, threats of violence, harassment or other threatening behavior;

(vi) Employee's refusal or neglect to comply with any lawful or reasonable order given to Employee by Employer's Joint Board, or his violation of any Employer policy or material law or regulation applicable to Employer;

(vii) Any material breach of this Agreement by Employee; or

(viii) Any damage of $5,000 or more to property of Employer or their affiliates caused by Employee's willful or grossly negligent conduct;

(ix) Employer's good faith determination that other "good cause" exists to terminate Employee;

(b) Other Termination by Employer. Employer may at its election and in its sole discretion, terminate this Agreement for no reason by giving written notice of termination to Employee, without prejudice to any other remedy to which Employer may be entitled either at law, in equity or under this Agreement. Upon such termination, Employee shall be entitled to receive any employment benefits which shall have accrued prior to such termination and the Severance Pay specified in paragraph 8(c) below. If Employer terminates Employee's employment in breach of this Agreement, Employee's damages shall be limited to the Severance Pay in Section 8(c).

(c) Severance Pay - Termination by Employer - Section 8(b). In the event of termination by Employer pursuant to paragraph 8(b) of this Agreement, Employee shall be entitled to receive severance pay ("Severance Pay") at Employee's rate of Salary immediately preceding such termination equal to six (6) months' Salary. In no event shall Employee's Severance Pay at any time exceed the amount allowable by law pursuant to Cal. Gov't Code Section 53260. Severance Pay shall be payable in accordance with Employer's normal payroll practices.

Employee acknowledges and agrees that Severance Pay pursuant to this subparagraph (c) is in lieu of all damages, payments and liabilities on account of the early termination of this Agreement and is the sole and exclusive remedy for Employee, and shall be subject to Employee's execution of a full release of all claims of any nature Employee may have against Employer, and their past, present and future officers, directors, agents, employees, predecessors, successors, and its and their heirs, assigns and affiliates, if any (collectively, the "Released Parties"). If Employee refuses to sign this release and instead brings a claim against one or more of the Released Parties, Employee shall not be entitled to Severance Pay.

(d) Termination by Employer - Section 8(a). If Employer terminates this Agreement pursuant to Section 8(a), Employee shall only be entitled to receive the Employee's accrued but unpaid wages, accrued but unused vacation, and vested retirement benefits. Employee shall not be entitled to receive any other sums, including but not limited to Severance Pay.

(e) Termination by Employee. Employee may terminate this Agreement at any time, which shall constitute a voluntary resignation by Employee. In the event of Employee's resignation, Employee shall only be entitled to receive Employee's accrued but unpaid wages, accrued but unused vacation, and vested retirement benefits through the date of termination of employment. Employee shall not be entitled to receive any other sums, including but not limited to Severance Pay.

9. Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by First Class U.S. mail. Mailed notices shall be addressed to the parties at the addresses listed as follows:

Employer: General Manager
South San Joaquin Irrigation District
P.O. Box 747
Ripon, CA 95366

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

Employee: Summer Nicotero
_____
_____
_____
_____

Each party may change the address for receipt of notices by written notice in accordance with this paragraph 9. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

10. Arbitration. To resolve employment disputes in an efficient and cost-effective manner, Employee and Employer agree that any and all claims (either now in existence or that may arise in the future) arising out of or related to this Agreement that could be filed in a court of law, **with the exception of those claims arising under the Fair Housing and Employment Act (FEHA) or under the California Labor Code**, shall be submitted to final and binding arbitration, and not to any other forum. This includes any dispute between Employee and any other person or entity that is or was affiliated with Employer, including supervisors, managers, officers, directors, agents, and representatives, whom Employee seeks to hold liable for claims arising out of or related to her employment with Employer.

(a) Class Action Waiver. Employee agrees to bring any dispute on an individual basis only, and not as part of a class or collective action. Employee agrees to waive any right to a class or collective action ("Class Action Waiver"). Any dispute between the parties regarding the enforceability of the Class Action Waiver must be resolved by a civil court, and not by an arbitrator.

(b) PAGA Action Waiver. Employee agrees to bring any dispute on an individual basis only, and not as part of a representative action pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA Waiver"). Any dispute between the parties regarding the enforceability of this PAGA Waiver must be resolved by a civil court, and not by an arbitrator. If a court determines that the PAGA Waiver is not

enforceable, Employee and Employer agree to stay the PAGA proceedings pending final resolution of the individual action in arbitration and, to the extent permissible by law, the determination as part of that action of Employee's status as an aggrieved employee under California Labor Code Section 2699(c).

(c) Initiation of Arbitration. The arbitration process shall be initiated by delivering a written request for arbitration to the other party within the time limits that would apply to the filing of a civil complaint in court. A late request will be void. No claim should be submitted to arbitration without first attempting to resolve the matter informally and exhausting Employer's internal procedures.

(d) Arbitration Procedures. The arbitration shall take place at a mutually agreed upon location in San Joaquin County, California. If the parties are unable to agree upon a neutral arbitrator, the parties will obtain a list of arbitrators from a neutral dispute resolution service, and strike names alternately until one arbitrator remains. The arbitrator shall conduct the arbitration in accordance with the procedures set forth in the most recent version of the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures, except to the extent that any such rule or procedure would invalidate the enforceability of this Agreement, and to the extent that administration of such rules require the arbitration to be administered by the American Arbitration Association. Regardless of the outcome, Employer shall pay all the costs that are unique to the arbitration forum. The American Arbitration Association modifies its rules from time to time consistent with applicable law and to create an efficient and effective arbitration forum. Therefore, the rules governing arbitration may change from time to time. Employer and Employee agree to be bound by these rules as they may be in effect from time to time, except as otherwise set forth in this Agreement. A copy of the rules may be found at www.adr.org.

(e) Authority of Arbitrator and Award. The arbitrator shall have the authority to order any legal or equitable remedy that would be available in a civil or administrative action on the claim. The arbitrator shall prepare a brief written decision that includes the essential findings and conclusions upon which the award is based.

11. Attorneys' Fees and Costs. In the event of litigation, arbitration or any other action or proceeding between the parties to interpret or enforce this Agreement or any part thereof or otherwise arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs related to any such action or proceeding and its reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with any such action or proceeding. The prevailing party shall be deemed to be the party which obtains substantially the relief sought by final resolution, compromise or settlement, or as may otherwise be determined by order of a court of competent jurisdiction in the event of litigation, an award or decision of the arbitrator in the event of

arbitration, or a decision of a comparable official in the event of any other action or proceeding.

12. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter contained herein. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party with regard to the subject matter.

13. Modifications and Assignment. Any modification of this Agreement will be effective only if it is in writing and signed by a party or its authorized representative.

14. Waiver. The failure of either party to insist on strict compliance with any of the terms, provisions, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of any term, provision, covenant, or condition, individually or in the aggregate, unless such waiver is in writing, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

15. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

16. Interpretation. This Agreement shall be construed without regard to the party responsible for the preparation of the Agreement and shall be deemed to have been prepared jointly by the parties. Employee acknowledges that Employee has had the opportunity to obtain independent legal counsel in connection with this Agreement, and Employee acknowledges that Employee has either obtained such counsel or has voluntarily declined the services of such counsel. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted against either party, but according to the application of other rules of contract interpretation, if an ambiguity or uncertainty exists.

17. Governing Law and Venue. The laws of the State of California shall govern this Agreement. The parties agree that the exclusive venue of any court proceeding under this agreement shall be Tuolumne County, California.

EMPLOYEE AND EMPLOYER AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A TRIAL BY A JUDGE OR JURY EXCEPT FOR CLAIMS ARISING UNDER FEHA OR THE CALIFORNIA LABOR CODE.

EMPLOYER

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Date: _____ By: _____

President, Board of Directors

OAKDALE IRRIGATION DISTRICT

Date: _____ By: _____

Thomas D. Orvis
President, Board of Directors

EMPLOYEE

Date: _____ By: _____

Summer Nicotero

BOARD AGENDA REPORT

Date: December 15, 2022
Staff: Jeff Shields

SUBJECT: POWER PURCHASE AGREEMENT

RECOMMENDED ACTION: Discussion Item Only—No action to be taken.

BACKGROUND AND/OR HISTORY:

We are working with Z Global and SVP to finalize the PPA that will formally be effective on 1/1/2024. We have a conference call with officials from Santa Clara tomorrow (December 8th) to review draft language and resolve the few issues that remain open. Following that meeting, I will circulate contract language to the two district's attorneys for review. This process should be fairly easy as we are using the same form of agreement that we have operated under for the past ten years. I have invited Summer to join us in the Zoom meeting with Santa Clara on the 8th in order to get her familiar with the participants and the contract terms. It will take time for the Districts and Santa Clara to process the final agreement, but hopefully it will be ready for execution at the January Board meeting. I will have more information to help inform this discussion following our conversation with Santa Clara tomorrow.

Board Motion:

Motion by: _____ Second by: _____

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

GENERAL MANAGER'S REPORT
TRI-DAM PROJECT
of the
Oakdale & South San Joaquin Irrigation Districts
Board of Directors Meeting
December 15, 2022

Project Activities

- Tri-Dam, and all entities that have large volumes of oil and fuel facilities, must have a Spill Prevention Control and Countermeasure Plan (SPCC) approved by the County (Tuolumne in this case). We received the attached NOTICE TO COMPLY from Tuolumne County Environmental Health Division on November 29th giving us 30 days (from Nov.22) to respond showing the corrections or face *"formal enforcement and/or penalty assessment may follow*." The date on the Inspection Repot that prompted the Notice of Violation was 8/20/2016. The report cited ten specific areas that Tri-Dam was Out of Compliance at that time. The two areas that apparently led to the Notice were (a.) Steve Felte was listed with the County as the "Person designated for discharge prevention." And, (b.), we are required to have a 5 Year Review which the County records show had not been done since 2012. It turns out that HDR did, in fact, update the SPCC in July 2020 but for whatever reason that engineer in charge of that review never signed the final (190 pg) document and it apparently never reached the County. We were able to recover an unsigned copy and get the Engineer to review and execute the document. All of the other compliance issues have been resolved as well and I will give the County my name as the responsible party through 1/3/2023 at which time Summer Nicotero will be the point of contact. Chris, Thom and Susan were very helpful in quickly pulling together the information needed to respond.

- I have received several very positive comments from the staff at Tri-Dam expressing their appreciation for the agency hosting the Employee Appreciation Holiday Dinner in Sonora. There were three Directors in attendance and Sharon Cisneros also attended. I appreciate the Boards and Sharon's participation. Summer also noted how good it was to have the Boards and staff together. The event was a good opportunity to introduce Summer as the new GM and afford her husband to meet the people she will be working with next year and beyond. I want to thank Genna for making all the arrangements for this event.

- Summer Nicotero will become GM on January 3, 2023 and, while you will presumably extend my contract to January 14th, the January Tri-Dam Board meeting is on the 19th so I will not be in attendance. I wanted to tell the Board how much I enjoyed the time working for you and Tri-Dam. We were able to cover the bulk of issues that arose without much trouble but, of course, there is a lot of work to be done in order for Tri-Dam to be fully staffed. I will always be available to support Summer and Tri-Dam and your Districts going forward. But, hopefully, never again as Interim GM. Tri-Dam really is an incredible enterprise. We are all blessed to have this valuable resource available. I am very pleased to have played a small role in advancing the business through a tumultuous time. With a new GM and a PPA in place, 2023 and beyond looks to hold a lot of promise for SSJID and OID.

TUOLUMNE COUNTY

Environmental Health Division
Community Development Department
48 Yaney Avenue, Sonora
Mailing: 2 S. Green Street, Sonora, CA 95370
209 533-5633
209 533-5909 (FAX – Environmental Health)
www.tuolumnecounty.ca.gov

TRI-DAM PROJECT
2022 NOV 29 PM 2:46

November 22, 2022

Tri-Dam Project
P.O. Box 1158
Pinecrest, CA 95364

NOTICE TO COMPLY

Aboveground Petroleum Storage Act (APSA)

Dear Tri-Dam Project,

Re: Beardsley, Donnell's, Tulloch, Sand Bar, and Old Strawberry Power Houses

It has come to the attention of this Division that the abovementioned facility(s) has one or more outstanding APSA violations that have still not been addressed. A copy of the original inspection report with corresponding violation(s) is attached. Please respond back as to if the violations have been corrected and provide any applicable documentation that demonstrates a return to compliance. A follow up inspection may be required to confirm if the violation(s) have been remediated. **If a response is not received within 30 days, formal enforcement and/or penalty assessment may follow.**

Please feel free to contact this office at (209) 533-5692 with any questions or concerns regarding this matter.

Respectfully,

Nadine Martelli, Senior REHS
Tuolumne County Division of
Environmental Health, CUPA

Attachment: APSA Inspection Report

OPERATIONS AND MAINTENANCE MANAGER BOARD REPORT
Chris Tuggle
Dec 15, 2022

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	40,397	(2,062)
Beardsley	75,637	5,136
Tulloch	54,823	(1,423)
New Melones	58,6034	2,365

Outages:

Plant	Dates	Duration	Cause

Operations Report:

New Melones Inflows:

Total inflows for water year 22/23 as of November 30: 34,192 A/F.

District Usage:

Total District usage for the water year 22/23 as of November 30: 23,620 A/F.

Precipitation:

Total precipitation for the month of November was 3.83 inches.

Other Activities:

- Operations and Maintenance Manager and Lead Operator attended the 68th California Cooperative Snow Survey Meeting.
- Tulloch Tours
- Concrete Defect Mapping with UAV (Drone)
- PG&E Transmission Annual Update and Monthly Operations
- Budget Meetings

MAINTENANCE:

Donnell:

1. Equipment in service.

Beardsley:

1. Annual Maintenance

Sandbar:

1. Annual Maintenance

Tulloch:

1. Equipment in service.

Misc.:

- Beardsley Annual Maintenance
    - PRV Repair
        - Valve transported to Beardsley installed and mechanically tested.
    - Governor Upgrade
        - Programming
        - Governor system testing in progress.
    - Miscellaneous maintenance (filter, electrical inspections, trip test, etc.)
- Sandbar Annual Maintenance
    - Cooling water lines
    - Miscellaneous maintenance (filter, electrical inspections, trip test, etc.)
- Snow Plowing

BEARDSLEY PRECIPITATION

YEAR	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL	
1958-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	1.39	1.40	1.04	0.00	11.23	
1959-60	0.00	0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64	
1960-61	0.05	0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10	
1961-62	0.21	1.12	0.77	0.70	3.39	2.98	2.04	15.32	6.13	1.12	1.04	0.02	34.84	
1962-63	0.30	0.16	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74	40.54	
1963-64	0.00	0.44	0.59	2.63	7.81	0.81	5.84	0.21	3.02	2.01	2.44	1.64	27.44	
1964-65	0.00	0.00	0.34	2.08	7.40	17.93	5.90	1.34	2.44	5.27	0.32	0.29	43.31	
1965-66	0.00	1.47	0.60	0.47	12.38	4.59	1.68	2.33	1.00	2.39	0.43	0.10	27.44	
1966-67	0.13	0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02	10.25	2.04	1.05	49.24	
1967-68	0.00	0.39	0.90	0.54	2.47	3.35	4.94	4.81	3.48	0.73	1.44	0.02	23.07	
1968-69	0.10	0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04	
1969-70	0.00	0.00	0.55	3.41	2.98	6.46	17.06	3.11	3.43	2.50	0.00	3.17	42.67	
1970-71	0.00	0.00	0.00	0.91	10.71	8.44	2.83	1.16	4.87	1.49	1.80	0.77	32.98	
1971-72	0.00	0.02	0.29	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99	
1972-73	0.00	0.58	0.17	1.85	6.27	5.57	12.08	12.06	5.31	1.11	0.72	0.74	46.46	
1973-74	0.05	0.18	0.07	3.65	9.88	9.10	5.08	1.84	8.18	5.15	0.02	0.07	43.27	
1974-75	2.57	0.10	0.00	2.82	2.38	4.95	4.25	10.16	9.90	5.41	0.84	0.63	44.01	
1975-76	0.03	2.02	0.15	6.75	2.04	0.74	0.49	3.03	2.66	2.42	0.91	0.05	21.29	
1976-77	0.10	2.43	1.00	0.93	1.54	0.24	2.50	2.68	2.06	0.25	4.65	0.38	18.76	RECORD LOW
1977-78	0.00	0.00	0.58	0.24	4.76	9.72	10.85	8.31	8.67	7.97	0.19	0.23	51.52	
1978-79	0.08	0.00	3.98	0.07	3.17	4.43	8.45	7.60	6.05	1.86	2.88	0.02	38.59	
1979-80	0.17	0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16	
1980-81	0.43	0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90	
1981-82	0.06	0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67	
1982-83	0.03	0.02	4.02	8.78	11.30	7.32	10.83	14.34	12.86	6.29	0.74	0.12	76.65	RECORD HIGH
1983-84	0.01	0.09	3.86	1.35	16.44	12.75	0.27	5.51	3.56	2.70	0.84	1.31	48.69	
1984-85	0.00	0.05	0.73	3.97	10.28	2.58	1.52	3.13	5.84	0.86	0.07	0.28	29.31	
1985-86	0.30	0.12	2.64	3.09	7.71	4.52	4.70	21.98	8.43	2.37	1.58	0.00	57.44	
1986-87	0.02	0.00	2.18	0.00	0.49	0.73	3.42	5.89	5.21	0.79	1.63	0.15	20.51	
1987-88	0.00	0.00	0.00	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83	
1988-89	0.00	0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80	
1989-90	0.00	0.33	3.28	4.30	3.02	0.00	4.75	3.40	2.75	1.66	3.46	0.21	27.16	
1990-91	0.00	0.11	0.59	0.41	1.62	1.30	0.40	1.79	16.08	1.74	2.54	1.54	28.12	
1991-92	0.17	0.10	0.32	5.54	2.32	3.10	1.97	7.68	4.58	0.45	0.45	1.66	28.34	
1992-93	3.26	0.35	0.00	3.05	0.44	9.61	12.19	8.74	6.29	2.07	1.24	2.43	49.67	
1993-94	0.00	0.00	0.00	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13	
1994-95	0.00	0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13	
1995-96	0.05	0.00	0.00	0.00	0.35	9.13	10.32	11.17	6.81	3.94	5.51	1.24	48.52	
1996-97	0.05	0.01	0.23	2.55	7.14	16.19	18.16	0.80	0.53	0.82	0.51	1.24	48.23	
1997-98	0.17	0.00	0.33	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.35	59.18	
1998-99	0.00	0.00	2.84	0.49	5.12	3.13	8.93	9.71	2.63	3.03	1.28	1.03	38.19	
1999-00	0.00	0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25	
2000-01	0.00	0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73	
2001-02	0.02	0.00	0.60	1.17	6.97	9.75	2.56	2.13	6.88	2.29	2.02	0.00	34.39	
2002-03	0.00	0.00	0.09	0.00	7.42	11.17	1.12	3.50	3.81	9.36	2.69	0.00	39.16	
2003-04	0.09	1.32	0.06	0.00	2.88	9.97	2.79	8.52	1.07	0.17	0.55	0.02	27.44	
2004-05	0.02	0.00	0.19	7.66	2.93	6.67	10.52	6.95	9.35	3.35	5.76	0.80	54.20	
2005-06	0.00	0.11	0.71	1.70	3.34	17.72	7.75	5.26	10.14	10.55	1.97	0.10	59.35	
2006-07	0.08	0.00	0.01	1.53	3.56	5.25	2.08	8.70	1.30	2.61	1.33	0.10	26.55	
2007-08	0.01	0.17	0.34	1.02	0.95	5.01	10.15	6.69	0.87	0.26	2.85	0.00	28.32	
2008-09	0.00	0.00	0.00	1.65	6.17	5.08	5.88	6.98	6.78	1.97	3.37	0.79	38.67	
2009-10	0.00	0.10	0.00	4.37	1.31	5.89	7.97	5.86	4.92	6.66	3.65	0.06	40.79	
2010-11	0.00	0.00	0.00	8.67	7.15	14.21	2.15	5.76	15.22	1.94	2.94	3.21	61.25	
2011-12	0.00	0.00	1.56	3.13	1.77	0.00	6.25	1.62	5.96	4.76	0.37	0.92	26.34	
2012-13	0.00	0.00	0.00	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83	
2013-14	0.00	0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75	
2014-15	0.52	0.03	1.03	0.15	3.72	7.25	0.13	4.49	0.43	3.08	2.75	0.80	24.38	
2015-16	0.39	0.00	0.11	2.26	5.36	9.74	9.53	1.74	9.19	3.13	1.82	0.34	43.61	
2016-17	0.00	0.00	0.00	7.26	3.19	8.30	22.25	20.47	5.49	8.06	0.59	0.46	76.07	
2017-18	0.00	0.09	1.44	0.50	7.34	0.42	5.20	0.76	14.50	3.70	1.02	0.00	34.97	
2018-19	0.00	0.00	0.00	1.92	8.21	3.07	9.84	15.37	8.97	2.07	7.43	0.46	57.34	
2019-20	0.00	0.00	0.63	0.00	1.39	10.58	2.09	0.08	7.50	3.87	3.09	0.33	29.56	
2020-21	0.00	0.23	0.10	0.00	2.38	3.40	7.28	2.44	2.83	1.31	0.18	0.00	20.15	
2021-22	0.09	0.00	0.18	7.51	0.95	13.37	0.04	0.36	0.96	4.14	0.39	0.31	28.30	
2022-23	**0.00**	**0.29**	**2.27**	**0.02**	**3.83**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**6.41**	Current Year
Average	0.15	0.21	0.74	2.23	4.70	5.98	6.39	6.07	5.64	3.38	1.87	0.62	37.96	
2021-22 +/-	(0.15)	0.08	1.53	(2.21)	(0.87)	(5.98)	(6.39)	(6.07)	(5.64)	(3.38)	(1.87)	(0.62)	(31.55)	

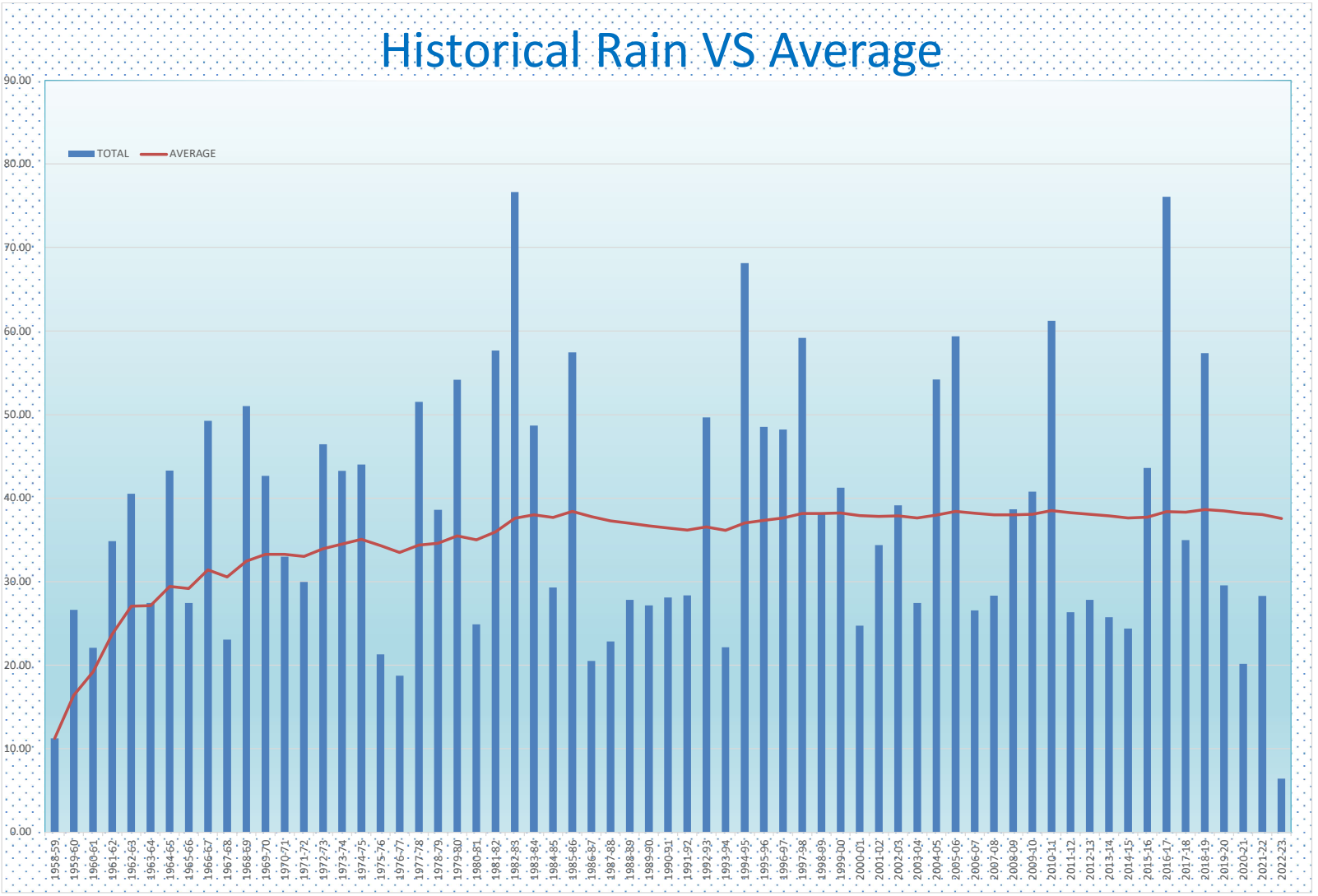
ANNUAL AVERAGE **37.96**

INCHES +/- ANNUAL AVERAGE **(31.55)**

Updated as of 1-Dec-22

PERCENT OF ANNUAL AVERAGE 17%

YEAR	TOTAL	AVERAGE
1958-59	11.23	11.23
1959-60	26.64	16.37
1960-61	22.10	19.23
1961-62	34.84	23.70
1962-63	40.54	27.07
1963-64	27.44	27.13
1964-65	43.31	29.44
1965-66	27.44	29.19
1966-67	49.24	31.42
1967-68	23.07	30.59
1968-69	51.04	32.44
1969-70	42.67	33.30
1970-71	32.98	33.27
1971-72	29.99	33.04
1972-73	46.46	33.93
1973-74	43.27	34.52
1974-75	44.01	35.07
1975-76	21.29	34.31
1976-77	18.76	33.49
1977-78	51.52	34.39
1978-79	38.59	34.59
1979-80	54.16	35.48
1980-81	24.90	35.02
1981-82	57.67	35.97
1982-83	76.65	37.59
1983-84	48.69	38.02
1984-85	29.31	37.70
1985-86	57.44	38.40
1986-87	20.51	37.78
1987-88	22.83	37.29
1988-89	27.80	36.98
1989-90	27.16	36.67
1990-91	28.12	36.41
1991-92	28.34	36.18
1992-93	49.67	36.56
1993-94	22.13	36.16
1994-95	68.13	37.03
1995-96	48.52	37.33
1996-97	48.23	37.61
1997-98	59.18	38.15
1998-99	38.19	38.15
1999-00	41.25	38.22
2000-01	24.73	37.91
2001-02	34.39	37.83
2002-03	39.16	37.86
2003-04	27.44	37.63
2004-05	54.20	37.98
2005-06	59.35	38.43
2006-07	26.55	38.19
2007-08	28.32	37.99
2008-09	38.67	38.00
2009-10	40.79	38.06
2010-11	61.25	38.49
2011-12	26.34	38.27
2012-13	27.83	38.08
2013-14	25.75	37.86
2014-15	24.38	37.62
2015-16	43.61	37.73
2016-17	76.07	38.38
2017-18	34.97	38.32
2018-19	57.34	38.63
2019-20	29.56	38.48
2020-21	20.15	38.19
2021-22	28.30	38.04
2022-23	6.41	37.55



REGULATORY AFFAIRS BOARD REPORT
Susan Larson
December 15, 2022

FERC Compliance

- Hells Half Acre Road. The road design plans for the section of the roadway that will be improved (from the emergency bypass section to the bottom of the slope to the curve), has been prepared by P&P. The plan was reviewed with the USFS at a Teams Meeting of November 28, 2022. Following this meeting, the USFS asked that it be reviewed by Tri-Dam's cultural resources consultant to ensure that there is no impact to the cultural resources zone. This was completed on December 1, 2022 and reviewed by USFS with no additional questions. Completion of the cultural resources mitigation project, as previously shared with the Board is expected in January 2023. USFS environmental staff advised that a Decision Memorandum will be prepared documenting the project, for signature by the Forest Supervisor. A report back from USFS on timing will be forthcoming. The plans will now be forwarded to the USFS for formal approval. The goal will be to have the project fully approved so that the project can be circulated for bid in early 2023, for construction in late spring/early summer 2023.

- Tulloch Spillway Road. P&P is actively working on the initial phase 1 design evaluation, and data gathering with additional data forwarded to P&P during the week of December 4th, 2022 following receipt of information from Counsel. Project remains on schedule and within budget.

- FERC Annual Cultural Resources Monitoring. Annual monitoring was completed, in accordance with contract provisions during October/November. The report prepared by PAR Environmental was sent to the USFS for review on November 28, 2022. Cultural resources monitoring at Tulloch was completed on November 30, 2022. All work in on time and within budget.

- Coordination of license requirements for all licenses for inspection provisions within the D2SI (San Francisco Regional Office), and DHAC (Washington DC), to ensure proper coordination of pending requirements for gate inspections, shoreline erosion and other dam safety follow up, including Part 12 D follow up. An extension for filing of the final Part 12D reports was requested from FERC to allow until March 30, 2023.

- FERC conference calls on dam safety matters, and multiple filings relative to Part 12 D matters, along with spillway and seismic safety issues of question by FERC. Additional filings will be made prior to December 31, 2022, including Safety Certificates and Dam Safety follow up items.

- Tulloch Day Use Site. CCWD has affirmed the permanent water connection, thus KWE is working to wrap up remaining site items by the end of December 2022, weather permitting. The site is largely complete, with minor work to be done on the shoreline retaining wall grouting and obtaining final inspection approvals from the County Public Works, Building Department and Planning Departments. The Notice Inviting Bids (NIBs) for landscaping and janitorial services was circulated with bids due on December 14, 2022.

Permit and Other Assignments

Work on permits, site reviews and compliance questions for various properties at Tulloch. Respond to daily inquiries from the public. Permits, inspections and file documentation.

- Tulloch compliance matters, as required.
- Working on pending litigation matters, as required.
- Working to wrap up the last set of open escrows at Tulloch, for transfers stared many years ago.

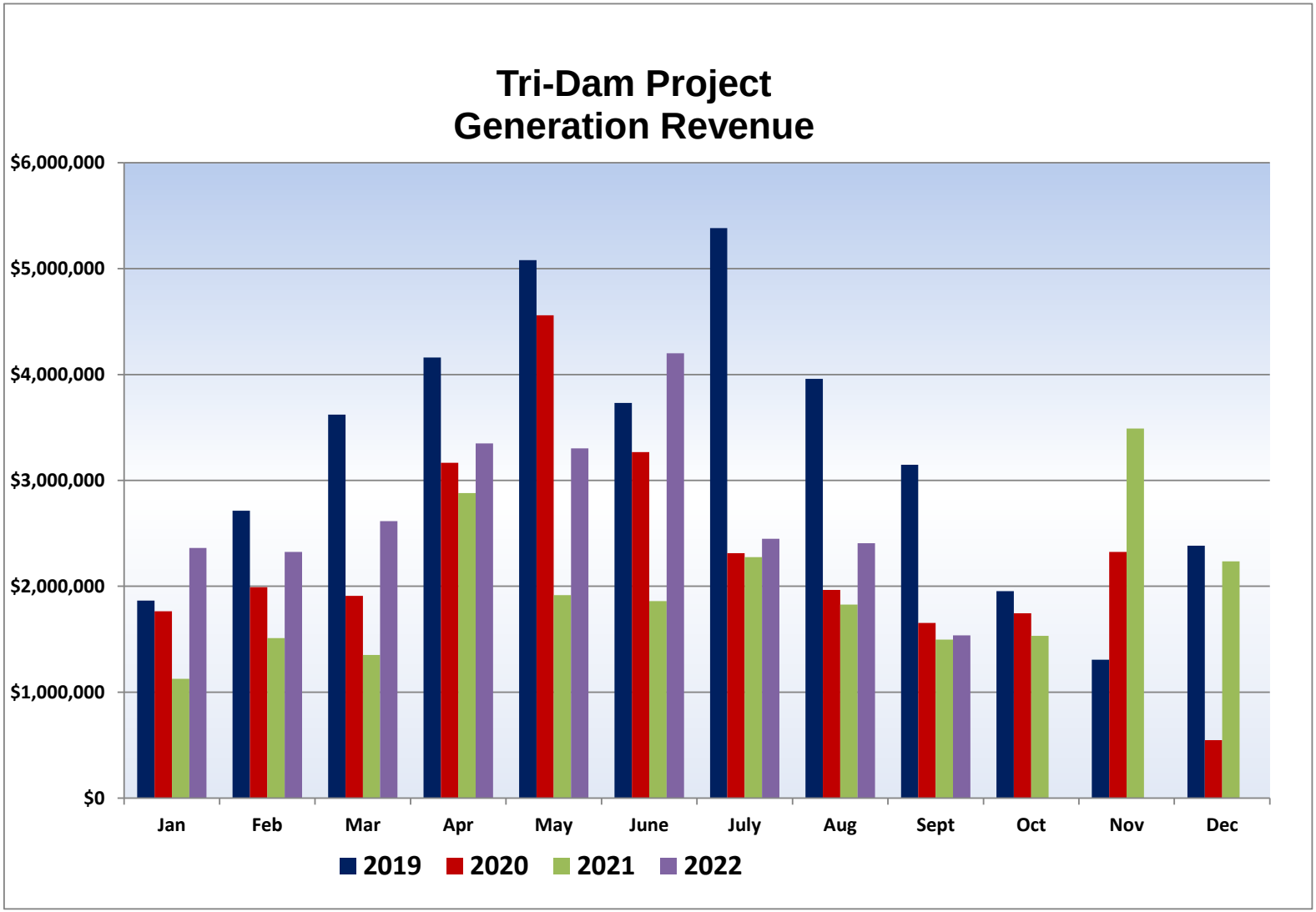
Tri-Dam Project
Generation & Revenue Report
2022

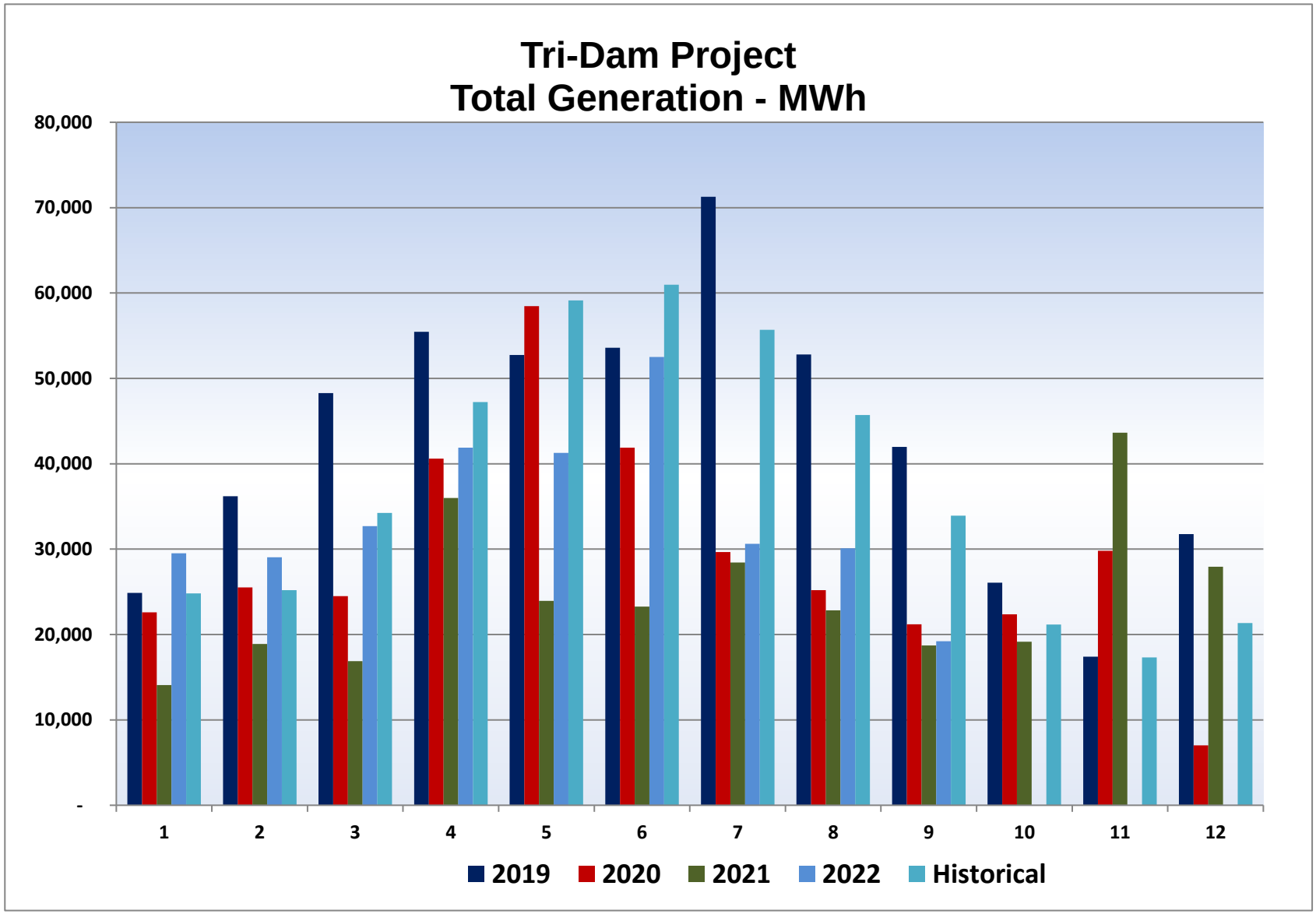
	Donnells				Beardsley			Tulloch			Project Total		
	Average Generation (1958-2018)	2022 Net Generation (kWh)	Avoided Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue
JAN	17,389,989	22,065,962	-	$1,765,277	3,150,048	6,346,979	$507,758	4,271,885	1,105,497	$88,440	24,811,922	29,518,438	$2,361,475
FEB	17,229,608	20,356,500	-	$1,628,520	2,927,753	4,160,159	$332,813	5,024,913	4,542,830	$363,426	25,182,274	29,059,489	$2,324,759
MAR	23,070,659	21,199,698	-	$1,695,976	3,584,274	712,429	$56,994	7,580,691	10,794,631	$863,570	34,235,623	32,706,757	$2,616,541
APR	31,686,865	25,641,336	-	$2,051,307	4,717,464	6,239,458	$499,157	10,811,027	9,993,391	$799,471	47,215,356	41,874,184	$3,349,935
MAY	41,216,149	23,096,110	-	$1,847,689	5,799,593	3,884,238	$310,739	12,131,040	14,298,993	$1,143,919	59,146,782	41,279,340	$3,302,347
JUN	42,555,036	30,939,288	-	$2,475,143	6,336,073	6,160,441	$492,835	12,084,818	15,417,779	$1,233,422	60,975,928	52,517,508	$4,201,401
JUL	36,444,466	12,729,928	-	$1,018,394	6,629,514	4,981,005	$398,480	12,609,174	12,915,743	$1,033,259	55,683,154	30,626,677	$2,450,134
AUG	27,568,740	17,237,748	-	$1,379,020	6,269,748	1,317,251	$105,380	11,868,293	11,530,563	$922,445	45,706,781	30,085,561	$2,406,845
SEP	20,111,167	6,477,711	-	$518,217	5,223,523	4,704,246	$376,340	8,577,620	8,026,323	$642,106	33,912,310	19,208,280	$1,536,662
OCT	12,743,535	2,323,885	-	$185,911	3,752,220	496,473	$39,718	4,664,124	6,814,313	$545,145	21,159,879	9,634,670	$770,774
NOV	12,042,987	5,444,365	-	$435,549	2,794,775	-	$0	2,487,256	980,384	$78,431	17,325,019	6,424,749	$513,980
DEC	14,354,891		-	$0	3,713,920		$0	3,288,702		$0	21,357,513	-	$0
Total	**296,414,092**	**187,512,531**	**-**	**$15,001,002**	**54,898,907**	**39,002,677**	**$3,120,214**	**95,399,542**	**96,420,447**	**$7,713,636**	**446,712,540**	**322,935,654**	**$25,834,852**

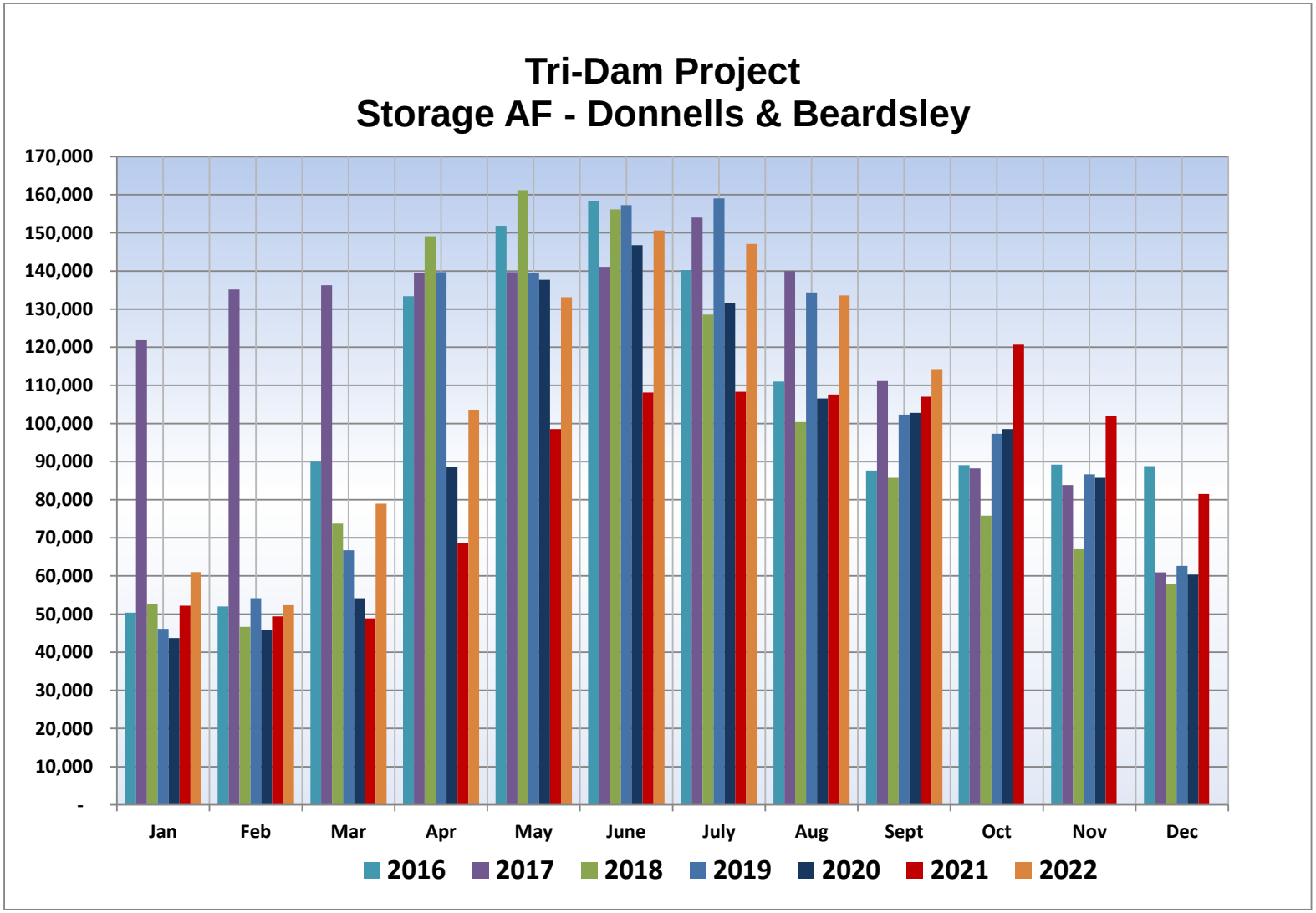
Note: Price per MWh is $80.00

Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2022 Net Generation (kWh)	2022 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	11,591,430	$927,314	$0	$927,314
FEB	3,946,606	7,422,672	$593,814	$0	$593,814
MAR	5,290,014	-	$0	$0	$0
APR	6,873,822	7,146,240	$571,699	$0	$571,699
MAY	8,065,189	7,151,326	$572,106	$0	$572,106
JUN	8,750,023	8,488,900	$679,112	$0	$679,112
JUL	9,133,101	6,996,309	$559,705	$0	$559,705
AUG	8,560,581	1,083,010	$86,641	$0	$86,641
SEP	6,928,285	6,777,927	$542,234	$0	$542,234
OCT	4,898,944	755,759	$60,461	$0	$60,461
NOV	2,947,604	-	$0	$0	$0
DEC	5,554,123		$0	$0	$0
Total	**75,611,948**	**57,413,571**	**$4,593,086**	**$0**	**$4,593,086**


Tri-Dam Project
Generation Revenue
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
Oct
Nov
Dec
2019
2020
2021
2022


Tri-Dam Project
Total Generation - MWh
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
1
2
3
4
5
6
7
8
9
10
11
12
2019
2020
2021
2022
Historical


Tri-Dam Project
Storage AF - Donnells & Beardsley
170,000
160,000
150,000
140,000
130,000
120,000
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
Oct
Nov
Dec
2016
2017
2018
2019
2020
2021
2022

WESTERN PRICE SURVEY

[7] Energy Prices Soar Thanks to Natural Gas Constraints, Colder Weather

A combination of mechanical and weather-related constraints across key Western natural gas infrastructure sent regional energy prices soaring.

Most Western natural gas prices gained $8 or more, while most regional power prices climbed by $135 or more in pre-Thanksgiving to Dec. 1 trading.

"Several factors contributed to the rapid [natural gas] price increases this report week, including colder temperatures in western Canada that led to a 0.2 billion cubic feet per day (Bcf/d) decrease in exports to the Western region this report week," the U.S. Energy Information Administration said. Its report week spans Wednesday to Wednesday.

Western natural gas demand rose 2 percent, or 0.1 Bcfd, between Nov. 23 and Nov. 30.

"California prices rose as a result of higher prices across the West, and they have also been affected by pipeline constraints on westbound flows from the Permian Basin," the EIA said (see story at [11]). El Paso Natural Gas Co. conducted planned maintenance at Waha between Nov. 28 and Dec. 2, reducing westbound flows by as much as 138 Mcf per day.

Natural gas prices across the western U.S. generally posted a significant jump in the holiday-punctuated Nov. 22 to Dec. 1 trading period. Hubs rose by as much as $8.75 in trading, led by SoCal Border, which ended at $18.60/MMBtu. Six hubs added $8 or more in trading. PG&E CityGate had the highest price at $19.12/MMBtu. Four hubs ended trading above the $18 mark.

Alberta gas shed 7 cents to $6.30/MMBtu, while El Paso-Permian Basin gas dropped 11 cents to $4.97/MMBtu, which was the lowest regional price. Henry Hub natural gas values added 4 cents to reach $6.22/MMBtu.

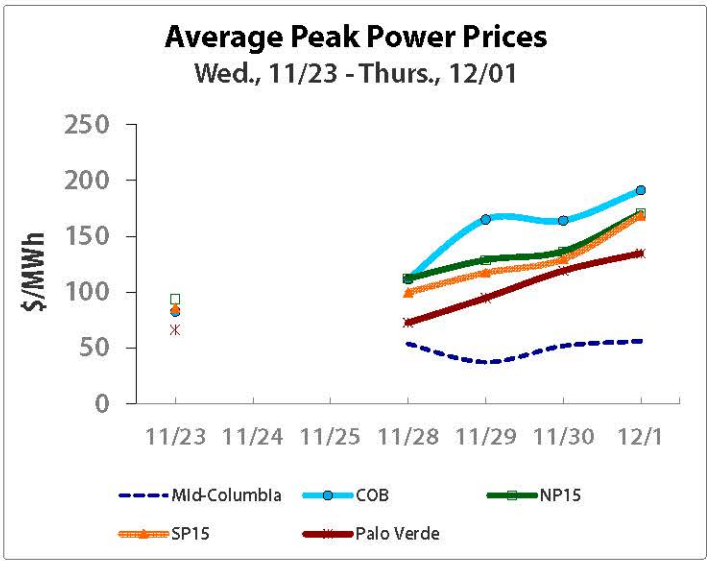
The addition of lower temperatures sent Western power prices—both peak and off-peak values—rocketing up in Nov. 23 to Dec. 1 trading. California-Oregon Border daytime power gained the most, up $108.50 to $191/MWh, which was also the highest price among Western hubs.

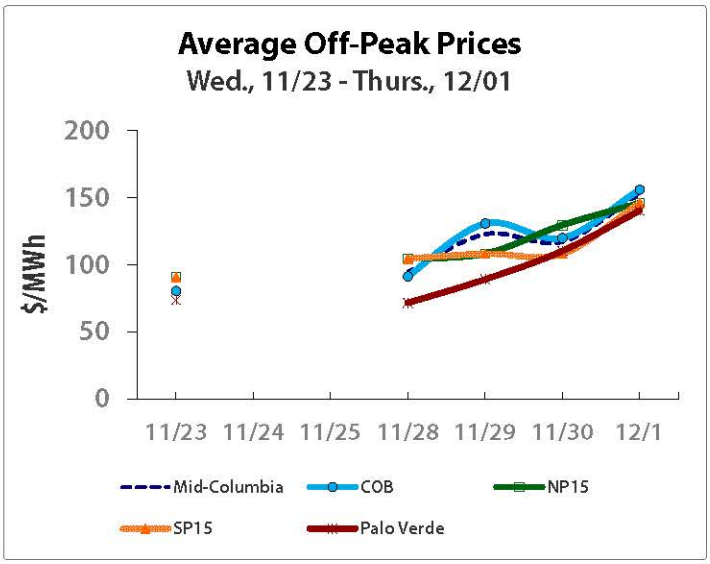
Regional nighttime power values surged by as much as $75.50. Again, COB off-peak power posted the greatest gains and highest regional price after ending at $156/MWh.

California Independent System Operator grid demand increased by 1,220 MW compared with the previous week. It posted a high of 27,959 MW Nov. 21 and rose to 29,179 MW by Dec. 1. The high for the calendar week is forecast to occur Dec. 2, when use is expected to reach 29,408 MW.

In November, the average high peak price at Henry Hub was $6.26/MMBtu, 56 cents more than in 2021 (see "Price Trends," next page). Western natural gas hub prices jumped by $8 to $9 year over year, led by PG&E CityGate gas, which added $9.09 to reach $15.91/MMBtu.

Average Western peak power prices for November also posted year-over-year gains. COB added the most year over year, up $90.50 to $165/MWh. ***–Linda Dailey Paulson***





Average Natural Gas Prices ($/MMBtu)

	Tues. 11/22	Tues. 11/29	Thurs. 12/01
Henry Hub	6.18	6.03	6.22
Sumas	10.66	15.07	18.90
Alberta	6.37	7.09	6.30
Malin	10.27	14.82	18.48
Opal/Kern	9.62	13.63	17.12
Stanfield	10.66	14.40	18.92
PG&E CityGate	10.60	15.91	19.20
SoCal Border	9.85	13.91	18.60
SoCal CityGate	10.46	14.25	19.12
EP-Permian	5.08	5.42	4.97
EP-San Juan	7.90	13.60	10.33

Power/gas prices courtesy Enerfax

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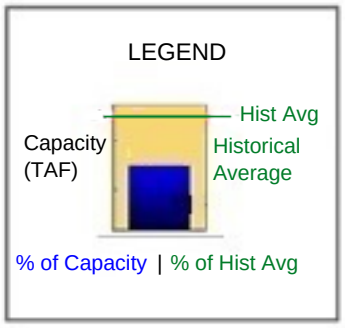
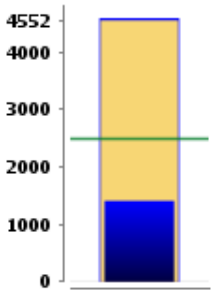
CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

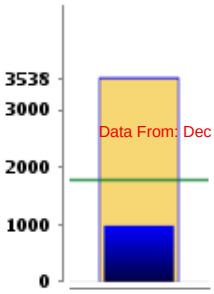
Midnight - December 7, 2022

CURRENT CONDITIONS

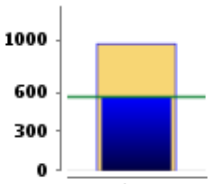




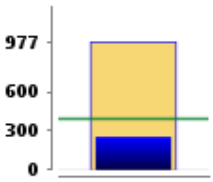
31% | 57%
Shasta



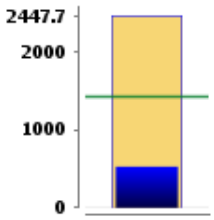
28% | 55%
Oroville



58% | 99%
New Bullards Bar



26% | 65%
Folsom



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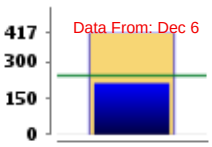

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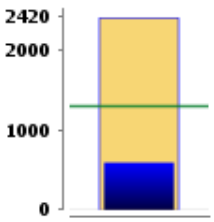

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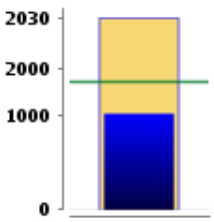

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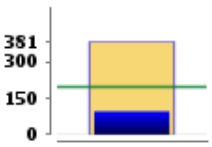
Don Pedro



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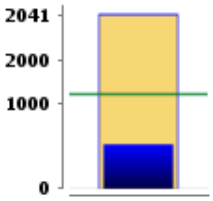
Sonoma



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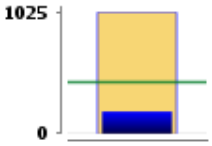
San Luis



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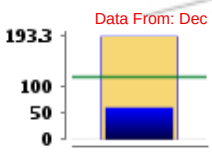
McClure



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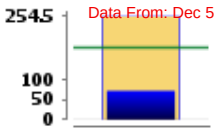
Cachuma



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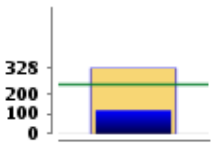
Casitas



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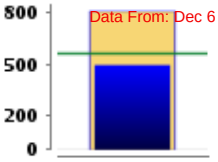
Castaic



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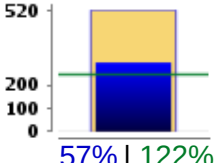
Diamond Valley



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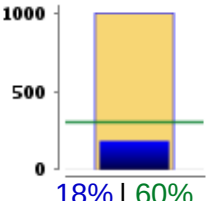
Millerton



18% | 60%
Pine Flat

Updated 12/08/2022 08:18 AM

FISHBIO
1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

December 6, 2022

Tri Dam Project
Jeff Shields
P.O. Box 1158
Pinecrest, CA 95364

Re: November 2022 Invoices

Dear Mr. Shields:

Enclosed are invoices for consulting services provided by FISHBIO during November. Services provided for each project are summarized below.

Lifecycle Monitoring
During November we developed a report of findings from the summer *O. mykiss* census and downloaded data from hourly recording thermographs maintained throughout the lower Stanislaus River.

Publications
During November we made revisions to the diets manuscript to address comments received from peer reviewers. Work also focused on modeling black bass abundance and survival for publications in development.

Non-Native Investigation/ Predator Study
During November efforts focused on renewing permits, entering results of genetic analysis of stomach samples, and querying video review data for summary and analysis.

Consulting
Additional information was provided regarding potential sites and quantities of habitat that could be created or restored for VA discussions.

FISHBIO
1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

Budget Summary

2022	*Life-cycle Monitoring*	*Publications*	*Consulting*	*Non-natives*	**TOTAL**
Jan	$ 14,420.93	$ -	$ -	$ 41,998.79	**$ 56,419.72**
Feb	$ 29,685.33	$ 19,297.50	$ -	$ 80,925.68	**$ 129,908.51**
Mar	$ 21,981.66	$ 4,302.50	$ -	$ 86,368.95	**$ 112,653.11**
Apr	$ 22,586.65	$ 3,945.00	$ 150.00	$ 76,074.51	**$ 102,756.16**
May	$ 10,853.61	$ 2,885.00	$ -	$ 61,864.22	**$ 75,602.83**
Jun	$ 4,303.43	$ 9,870.00	$ -	$ 38,622.22	**$ 52,795.65**
Jul	$ 3,905.00	$ 9,290.00	$ 450.00	$ 21,687.04	**$ 35,332.04**
Aug	$ 36,350.64	$ 13,402.50	$ -	$ 34,471.54	**$ 84,224.68**
Sep	$ 11,272.30	$ 10,402.50	$ -	$ 28,421.88	**$ 50,096.68**
Oct	$ -	$ 20,667.50	$ 5,145.00	$ 7,819.96	**$ 33,632.46**
Nov	$ 6,550.00	$ 11,640.00	$ 300.00	$ 2,165.00	**$ 20,655.00**
TOTAL	**$ 161,909.55**	**$105,702.50**	**$ 6,045.00**	**$ 480,419.79**	**$ 754,076.84**
Estimated 2022	$ 150,000.00	$125,000.00	$ 25,000.00	$ 475,000.00	$ 775,000.00
Remaining	$ (11,909.55)	$ 19,297.50	$ 18,955.00	$ (5,419.79)	$ 20,923.16

Sincerely,

Andrea Fuller

Andrea Fuller

SJB November Field Report

Fall-run Adult Migration Monitoring

A total of 1,546 Chinook salmon and zero *O. mykiss* were observed in the Stanislaus River from November 1 to November 30, increasing the season total to 2,715 Chinook salmon (Figure 1) and one *O. mykiss*. Thus far, total Chinook passage observed this season was almost 50% less than that observed through November 2021 but similar to 2019. Chinook passage at the weir to date ranks 8th lowest since sampling began in 2003 (excluding 2011 when sampling started in mid-November due to high flows). Over the past decade, following the implementation of the constant fractional marking (CFP) program (fin clipping ~25% of hatchery production), the number of fin clipped salmon observed in the Stanislaus River have been roughly 23% or higher indicating that most, if not all, of the salmon migrating into the Stanislaus River are of hatchery origin. The same trend was observed in 2022 as 23% of the fish passing the Stanislaus River weir were fin clipped.

Trapping in the upstream livebox was conducted at the Stanislaus River weir during November (two days on, one day off schedule) to validate Vaki data, determine length/depth ratios for the species sampled, and to collect biological data (e.g., scales, fin clips, otoliths) from salmonids. A total of 217 Chinook salmon and zero *O. mykiss* were captured during the month. Trapping will continue through April targeting *O. mykiss*.

A total of 276 Chinook salmon were observed in the Tuolumne River, increasing the season total to 507 (Figure 2). Total passage to date is slightly higher than 2021(453 passages) and ranks 4th lowest since weir monitoring began in 2009. To date, 24% of the Chinook passing the Tuolumne River weir have clipped adipose fins indicating most of the fish migrating into the Tuolumne River this year are of hatchery origin.

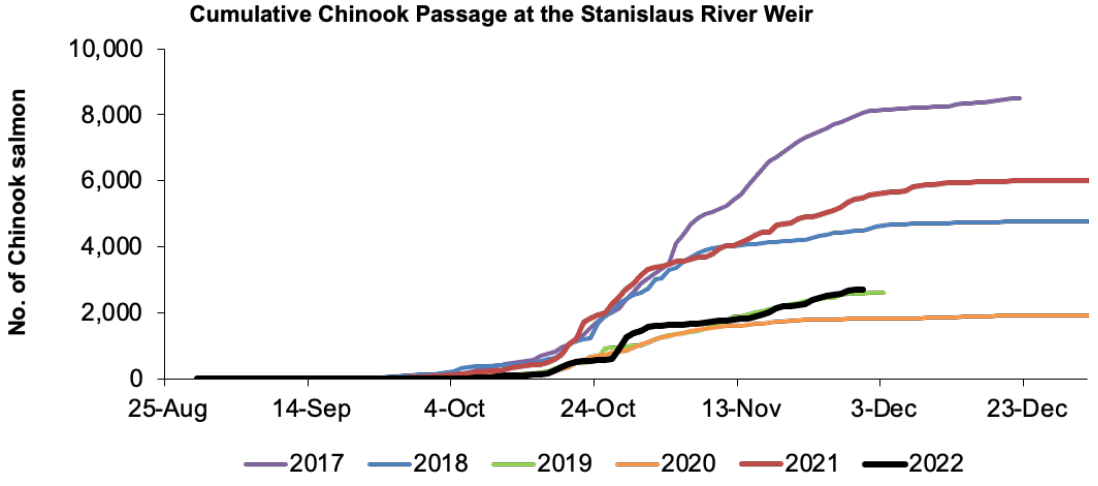


Figure 1. Cumulative Chinook salmon passage at the Stanislaus River weir, 2017-2022.

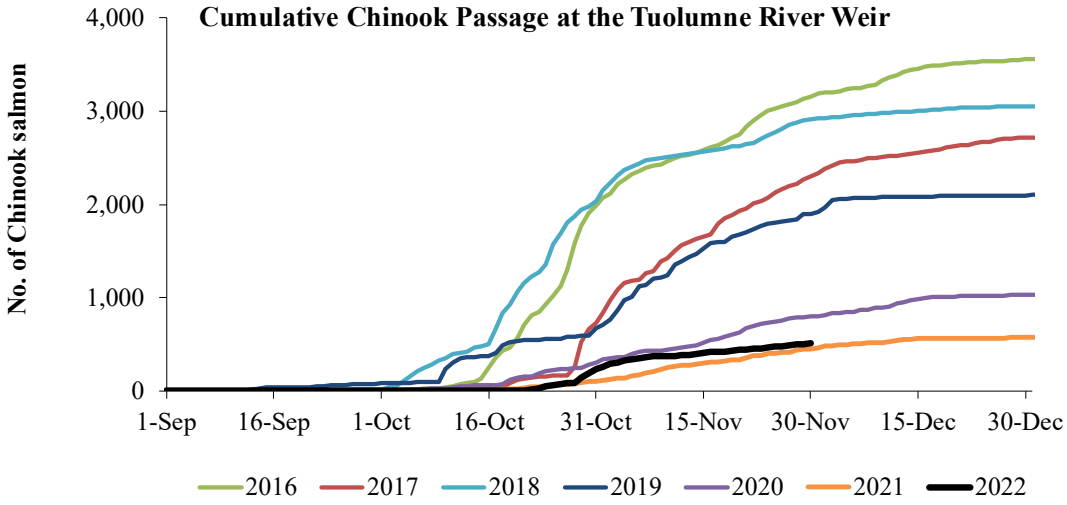


Figure 2. Cumulative Chinook salmon passage at the Tuolumne River weir, 2016-2022.

Escapement to the Mokelumne River was low for the third straight year, although 19% higher than the previous year and 42% higher than 2020. A total of 3,336 Chinook salmon were observed migrating past the Woodbridge Dam during the month of November, increasing the season total to 5,452 (Figure 3). Passage to date ranks it the third lowest observed in the last six years (average 9,975). During 2017, a record of almost 20,000 Chinook migrated into the Mokelumne River.

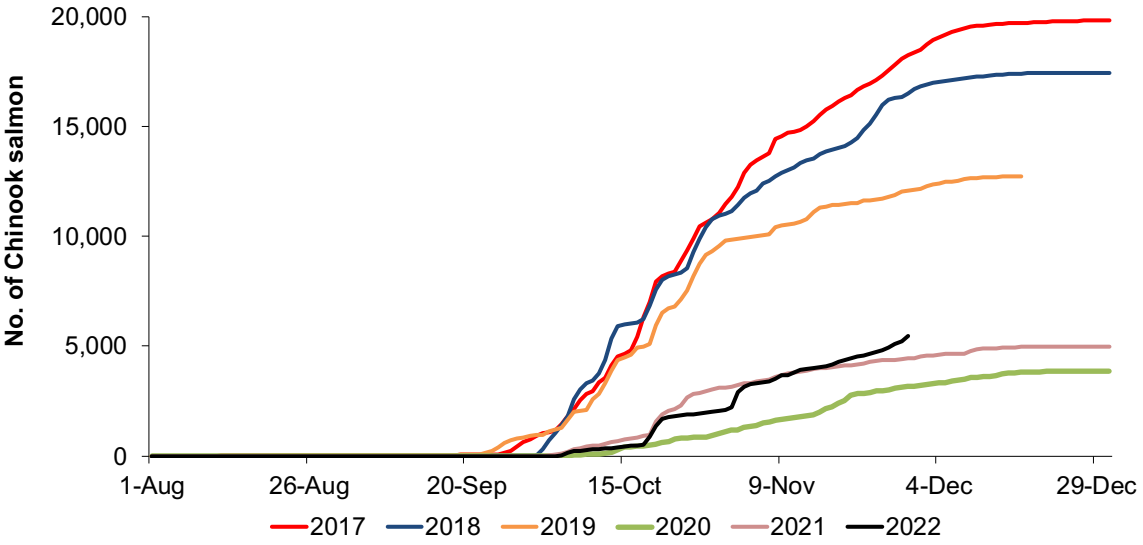


Figure 3. Cumulative Chinook salmon passage at the Mokelumne River fish ladder, 2016-2022.

Chinook redd surveys were conducted bi-weekly on the Tuolumne River in November. The number of redds observed has been relatively low, as expected based on the number of salmon passages observed at the weir thus far. Overall, redd activity increased (peaked) the last week of the month. Bi-weekly surveys will be conducted through December and through the spring to document *O. mykiss* spawning activity.

Two redd surveys have been conducted on the Calaveras River in November and zero redds were observed. Bi-weekly surveys will be conducted through December and through the spring to document *O. mykiss* spawning activity.

Juvenile Outmigration Monitoring

Calaveras River rotary screw trap (RST) began sampling on October 31 and sampled a total of 18 days during the month. Zero YOY (<100 mm) and 28 Age 1+ (100-299 mm) *O. mykiss* have been captured so far this season (Figure 4). Twenty-six *O. mykiss* were implanted with a Passive Integrated Transponder (PIT) tag to potentially track their movement in the Calaveras River and other water bodies. Six PIT tagged fish were recaptured in the RST after tagging. A Chinook salmon yearling (174 mm FL) was captured on November 2.

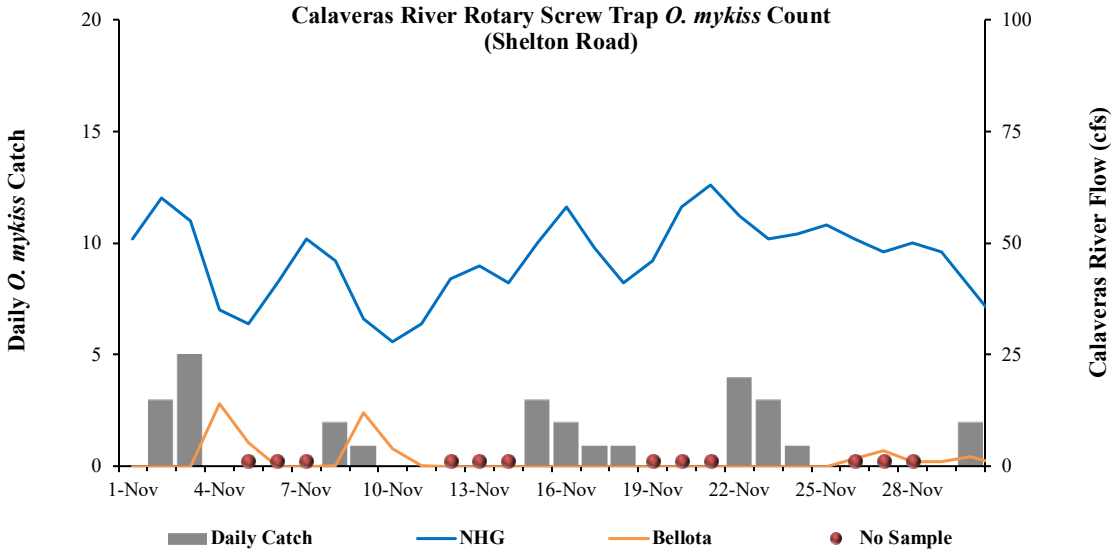


Figure 4. Daily *O. mykiss* catch at the Shelton Rd. RST and Calaveras River flow during 2022-23.

TRI-DAM

POWER

AUTHORITY

REGULAR BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
DECEMBER 15, 2022
Start time is immediately following the Tri-Dam Project meeting
which begins at 9:00 AM

South San Joaquin Irrigation District
11011 Highway 120
Manteca, CA 95366

*** SEE BELOW FOR INSTRUCTIONS REGARDING PUBLIC COMMENT AND PARTICIPATION**

NOTICE: Coronavirus (COVID-19)

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, DECEMBER 12, 2022 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

INFORMATION FOR MEETING DURING CONTINUED PROCLAIMED STATE OF EMERGENCY
(Effective 3/27/2020 – until further notice):

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

*The location of the Tri-Dam meeting will be at the office of the South San Joaquin Irrigation District, 11011 Highway 120, Manteca. This facility is open to the public for meeting attendance, but seating is limited to maintain social distancing.

Members of the public who wish to participate, listen to, and provide comment on agenda items remotely can do so by clicking https://ssjid.zoom.us/j/98120276218?pwd=ZzZ0dkxhMGN4TFd2d2poZGhJemVvdz09 or by calling (669) 900-9128, then entering Meeting ID: 981-2027-6218, password 700546.
All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing dbarney@ssjid.com by 4:30 p.m., Wednesday, December 14, 2022.

In addition to the conditions set forth above, the Tri-Dam Directors will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 249-4623, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR — ITEMS 1 – 3

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. There will be no discussion of these items unless a request is made to the Board President by a Director or member of the public. Those items will be considered at the end of the consent items.

1. Approve the regular board meeting minutes of November 17, 2022.
2. Approve the November statement of obligations.
3. Approve the Financial Statements for the ten months ending October 31, 2022.

ACTION CALENDAR — ITEM 4

4. Review and possible action to approve and adopt the 2023 Budget.

DISCUSSION — ITEM 5

5. Review Sandbar annual maintenance.

ADJOURNMENT — ITEMS 6 - 7

6. Commissioner Comments.
7. Adjourn to the next regularly scheduled meeting.

BOARD AGENDA REPORT

Date: 12/15/2022
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority November 2022 Minutes

RECOMMENDED ACTION: Review and possible approval of November 17, 2022 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

Motion by: _____ Second by: _____

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

TRI-DAM POWER AUTHORITY
MINUTES OF THE JOINT BOARD
OF COMMISSIONERS REGULAR MEETING

November 17, 2022
Oakdale, California

The Commissioners of the Tri-Dam Power Authority met at the office of the Oakdale Irrigation District in Oakdale, California, on the above date for the purpose of conducting business of the Tri-Dam Power Authority, pursuant to the resolution adopted by each of the respective Districts on October 14, 1984.

President Doornenbal called the meeting to order at 11:18 a.m.

OID COMMISSIONERS	**SSJID COMMISSIONERS**
COMMISSIONERS PRESENT:	
ED TOBIAS	BOB HOLMES
LINDA SANTOS	MIKE WESTSTEYN
TOM ORVIS	GLENN SPYKSMA
HERMAN DOORNENBAL	DAVE KAMPER

Also, Present:
Jeff Shields, Interim General Manager; Scot A. Moody, General Manager, Oakdale Irrigation District; Peter Rietkerk, General Manager, South San Joaquin Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Susan Larson, License Compliance Coordinator, Tri-Dam Project; Genna Modrell, Finance Asst., Tri-Dam Project; Chris Tuggle, Operations and Maintenance Manager, Tri-Dam Project; Tim O'Laughlin, Counsel, via zoom.

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of October 20, 2022.
ITEM #2 Approve the October statement of obligations.
ITEM #3 Approve the Financial Statements for the nine months ending September 30, 2022.

Commissioner Santos moved to approve items one through three on the consent calendar. Commissioner Spyksma seconded the motion.

The motion passed by the following roll call vote:
AYES: Doornenbal, Orvis, Santos, Tobias, Holmes, Kamper, Spyksma, Weststeyn
NOES: None
ABSTAINING: None
ABSENT: DeBoer, Holbrook

DISCUSSION

ITEM #4 Discussion of the 2023 Draft Budget – *to be presented at the meeting.*

No discussion.

DRAFT

COMMUNICATIONS

ITEM #5 Commissioner Comments
None.

ADJOURNMENT

President Doornenbal adjourned the meeting at 11:19 a.m.

The next Board of Commissioners meeting is scheduled for December 15, 2022, at the offices of South San Joaquin Irrigation District beginning at 9:00 a.m.

ATTEST:

_____
Jeff Shields, Interim Secretary
Tri-Dam Project

DRAFT

BOARD AGENDA REPORT

Date: 12/15/2022
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority November Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of the November Statement of Obligations

BACKGROUND AND/OR HISTORY:

Submitted for approval is the November Statement of Obligations for Tri-Dam Power Authority.

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Power Authority Statement of Obligations

Board Motion:

Motion by: _____ Second by: _____

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

Statement
of
Obligations

November 1, 2022 to November 30, 2022

TRI-DAM POWER AUTHORITY
STATEMENT OF OBLIGATIONS

Period Covered
November 1, 2022 to November 30, 2022

Total Obligations: **13** **checks in the amount of** **$54,391.51**
(See attached Vendor Check Register Report)

CERTIFICATION

OAKDALE IRRIGATION DISTRICT	**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**
Thomas D. Orvis	John Holbrook
Ed Tobias	Robert Holmes
Linda Santos	Dave Kamper
Herman Doornenbal	Glenn Spyksma
Brad DeBoer	Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

THE UNDERSIGNED, EACH FOR HIMSELF, CERTIFIES THAT HE IS PRESIDENT OR SECRETARY OF THE TRI-DAM POWER AUTHORITY; THAT THE AMOUNTS DESIGNATED ABOVE HAVE BEEN ACTUALLY, AND NECESSARILY AND PROPERLY EXPENDED OR INCURRED AS AN OBLIGATION OF THE TRI-DAM POWER AUTHORITY FOR WORK PERFORMED OR MATERIALS FURNISHED FOR OPERATIONS AND MAINTENANCE OF THE SAND BAR PROJECT; THAT WARRANTS FOR PAYMENT OF SAID AMOUNTS HAVE BEEN DRAWN ON THE SAND BAR PROJECT O & M CHECKING ACCOUNT AT OAK VALLEY COMMUNITY BANK, SONORA, CALIFORNIA.

TRI-DAM POWER AUTHORITY PRESIDENT,	TRI-DAM POWER AUTHORITY SECRETARY,
Herman Doornenbal, President Date	Jeff Shields, Interim Secretary Date

Authority

November Checks by Amount

Check	Vendor No	Vendor	Date	Description	Amount
208299	10319	General Plumbing Supply Co Inc.	11/07/2022		117.06
208300	10333	Grainger Inc. W. W.	11/07/2022	Cooling water repair & maintenance	1,154.88
208301	10439	McMaster-Carr Supply Co.	11/07/2022		201.68
208302	11343	Tim O'Laughlin	11/07/2022		90.00
208303	10015	AD Consultants, LLC	11/16/2022	COA - PG&E	6,000.00
208304	11177	ES West Coast, LLC	11/16/2022		204.74
208305	10500	OID ~ Routine	11/16/2022		604.10
208306	11343	Tim O'Laughlin, PLC	11/16/2022	Legal Matters	2,385.00
208307	10755	USDA Forest Service	11/16/2022	Sandbar Campground Fees	40,668.00
208308	10319	General Plumbing Supply Co Inc.	11/30/2022		215.16
208309	11049	Hunt & Sons, Inc.	11/30/2022	Fuel	2,319.02
208310	10402	Kamps Propane	11/30/2022		122.47
208311	10516	Pacific Gas & Electric Co.	11/30/2022		309.40
				Report Total:	$ 54,391.51

BOARD AGENDA REPORT

Date: 12/15/2022
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority Financial Statements for the Ten Months ending October 31, 2022

RECOMMENDED ACTION: Approve the Financial Statements for the Ten Months ending October 31, 2022

BACKGROUND AND/OR HISTORY:

As of the financial statement date of October 31, 2022, the Tri-Dam Power Authority (TDPA) cash increased by $4.8M over the prior year primarily due to an increase in power sales of $3.6M compared to the prior year. Reserve funds in investments total just under $1.1M.

TDP has realized 105.7% of its annual budgeted operating revenues for 2022, and only utilized 63.6% of its budgeted operating expenses. With the maintenance scheduled in November and December, staff anticipates that expenses will increase in relation to the annual budget.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 10/31/2022 (unaudited)

Board Motion:

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

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority
Statement of Net Position
October 31, 2022 and 2021
(unaudited)

	2022	2021
Assets		
Cash	$ 5,677,785	$ 901,872
Investments	1,096,841	1,088,491
Accounts Receivable	60,461	59,958
Prepaid Expenses	137,676	111,396
Inventory	5,424	5,424
Capital Assets	45,362,568	45,381,623
Accumulated Depreciation	(22,892,643)	(22,495,164)
Total Assets	29,448,112	25,053,600
Liabilities		
Accounts Payable	9,503	-
Due to Tri-Dam Project	269,729	7,809
Total Liabilities	279,232	7,809
Net Position		
Net Position - Beginning of Year	26,363,000	27,642,989
Distributions	(800,000)	(2,505,000)
YTD Net Revenues	3,605,880	(92,198)
Total Net Position	29,168,880	25,045,791
Total Liabilities and Net Position	$ 29,448,112	$ 25,053,600

Tri-Dam Power Authority
Statement of Revenues and Expenses
Period Ending October 31, 2022

		MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year MTD Actual	Prior Year MTD Var	Prior Year Variance %	2022 Budget
	Operating Revenues								
1	Power Sales	$ 361,969	$ 60,461	$ (301,508)	-83.3%	$ 58,242	$ 2,219	3.8%	$ 4,343,626
2	Other Operating Revenue	-	-	-	-	-		-	-
3	**Total Operating Revenues**	361,969	60,461	(301,508)	-83.3%	58,242	2,219	3.8%	4,343,626
4	**Operating Expenses**								
5	Salaries and Wages	29,754	31,272	1,518	5.1%	18,844	12,428	66.0%	357,049
6	Benefits and Overhead	19,864	13,352	(6,512)	-32.8%	6,317	7,035	111.4%	238,370
7	Operations	1,861	619	(1,242)	-66.7%	1,076	(457)	-42.5%	22,330
8	Maintenance	9,958	2,768	(7,190)	-72.2%	2,703	65	2.4%	119,500
9	General & Administrative	28,259	(5,557)	(33,816)	-119.7%	17,544	(23,101)	-131.7%	339,112
10	Depreciation & Amortization	41,017	40,786	(231)	-0.6%	40,812	(26)	-0.1%	492,198
11	**Total Operating Expenses**	130,713	83,240	(47,473)	-36.3%	87,296	(4,056)	-4.6%	1,568,559
12	**Net Income From Operations**	231,256	(22,779)	(254,035)	-109.9%	(29,054)	6,275	-21.6%	2,775,067
13	**Nonoperating Revenues (Expenses)**								
14	Investment Earnings	833	44	(789)	-94.7%	-	44	#DIV/0!	10,000
15	Gain/(Loss) on Asset Disposal	-	-	-	-	6,625	(6,625)	-100.0%	-
18	**Total Nonoperating Revenues (Expenses)**	833	44	(789)	-94.7%	6,625	(6,581)	-99.3%	10,000
19	**Net Revenues**	$ 232,089	$ (22,735)	$ (254,824)	-109.8%	$ (22,429)	$ (306)	1.4%	$ 2,785,067
	Memo:								
20	Capital Expenditures	$ 38,000	$ -	$ (38,000)					$ 456,000

Tri-Dam Power Authority
Statement of Revenues and Expenses
Period Ending October 31, 2022

		YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %	2022 Budget
1	**Operating Revenues**								
2	Power Sales	$ 3,257,720	$ 4,593,086	$ 1,335,367	41.0%	$ 950,719	$ 3,642,367	383.1%	$ 4,343,626
3	Other Revenue	-	-	-	-	-	-	-	-
4	**Total Operating Revenues**	3,257,720	4,593,086	1,335,367	41.0%	950,719	3,642,367	383%	4,343,626
5									
6	**Operating Expenses**								
7	Salaries and Wages	267,787	236,945	(30,842)	-11.5%	268,482	(31,537)	-11.7%	357,049
8	Benefits and Overhead	178,778	86,085	(92,693)	-51.8%	114,855	(28,770)	-25.0%	238,370
9	Operations	16,748	3,061	(13,687)	-81.7%	5,234	(2,173)	-41.5%	22,330
10	Maintenance	89,625	13,732	(75,893)	-84.7%	23,365	(9,633)	-41.2%	119,500
11	General & Administrative	254,334	244,724	(9,610)	-3.8%	234,210	10,514	4.5%	339,112
12	Depreciation & Amortization	369,149	412,281	43,133	11.7%	408,124	4,157	1.0%	492,198
13	**Total Operating Expenses**	1,176,419	996,828	(179,591)	-15.3%	1,054,270	(57,442)	-5.4%	1,568,559
14									
15	**Net Income From Operations**	2,081,300	3,596,258	1,514,958	72.8%	(103,551)	3,699,809	-3572.9%	2,775,067
16									
17	**Nonoperating Revenues (Expenses)**								
18	Investment Earnings	7,500	9,622	2,122	28.3%	4,728	4,894	103.5%	10,000
19	Gain/(Loss) on Asset Disposal	-	-	-	-	6,625	(6,625)	-100.0%	-
22	**Total Nonoperating Revenues (Expenses)**	7,500	9,622	2,122	28.3%	11,353	(1,731)	-15.2%	10,000
23									
24	**Net Revenues**	$ 2,088,800	$ 3,605,880	$ 1,517,079	72.6%	$ (92,198)	$ 3,698,078	-4011.0%	$ 2,785,067
25									
26									
27	**Memo:**								
28	Capital Expenditures	$ 342,000	$ 86,959	$ (255,041)					$ 456,000

BOARD AGENDA REPORT

Date: December 15, 2022
Staff: Sharon Cisneros

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AND ADOPT THE 2023 BUDGET FOR THE TRI-DAM POWER AUTHORITY

RECOMMENDED ACTION: Approve Adoption of the Proposed 2023 Budget for the Tri-Dam Power Authority

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, staff tracks expenses on a real-time basis and compare those actual expenses to the budget over the course of the year.

Due to the absence of a permanent General Manager or Finance Manager at the Tri-Dam entities, the Interim General Manager and the Interim Finance Manager have created a budget with revenue that is relatively flat with the prior year budget and expenses are sufficient to cover annual MOU increases and other anticipated expenses.

The operations and maintenance expenses were reviewed and prior year budgeted items that should have been included in capital expense have been appropriately budgeted in capital. This results in a reduction in operating expenses when compared to the prior year.

The capital budget has increased by $569,000 primarily due to anticipate pricing increases in the pole replacement project that was started in 2022, but continues into 2023. Similar to the operating budget, the capital budget presents placeholders for projects that staff currently views as a priority. When new management staff are in place and goals for the entity are discussed, management may need to bring budget amendments back to the Board to meet the entity goals.

FISCAL IMPACT: None

ATTACHMENTS: 2023 Proposed Budget

Board Motion:

Motion by: _____ Second by: _____

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

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

TRI-DAM POWER AUTHORITY

2023 PROPOSED BUDGET

Tri-Dam Authority
2023 Proposed Budget

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
	Operating Revenues									
1	Power Sales	$ 3,344,908	$ 2,594,996	$ 4,343,626	$ 4,750,000	$ 4,500,000	$ 156,374	4%	$ (250,000)	-5%
	Total Operating Revenues	**3,344,908**	**2,594,996**	**4,343,626**	**4,750,000**	**4,500,000**	**156,374**	**4%**	**(250,000)**	**-5%**
	Operating Expenses									
2	Salaries and Wages	377,850	344,503	348,966	308,000	368,000	19,034	5%	60,000	19%
3	Benefits and Overhead	255,600	231,547	233,455	207,200	253,200	19,745	8%	46,000	22%
4	Operations	29,890	6,065	32,330	9,700	10,700	(21,630)	-67%	1,000	10%
5	Maintenance	161,760	39,220	120,000	69,100	78,500	(41,500)	-35%	9,400	14%
6	General & Administrative	236,323	262,912	328,612	312,000	332,500	3,888	1%	20,500	7%
7	Depreciation Expense	492,223	493,325	492,198	420,000	495,000	2,802	1%	75,000	18%
8	**Total Operating Expenses**	**1,553,646**	**1,377,572**	**1,555,561**	**1,326,000**	**1,537,900**	**(17,661)**	**-1%**	**211,900**	**16%**
9	**Net Income From Operations**	1,791,262	1,217,424	2,788,065	3,424,000	2,962,100	174,035		(461,900)	
10	**Nonoperating Revenues (Expenses)**									
11	Investment Earnings	25,232	1,964	10,000	9,725	8,500	(1,500)	0%	(1,225)	-13%
12	Gain/Loss on Asset Disposal	-	6,625	-	-	-	-	0%	-	0%
	Total Nonoperating Revenues (Expenses)	25,232	8,589	10,000	9,725	8,500	(1,500)	-15%	(1,225)	-13%
	Net Income Before Capital Expenses	**$ 1,816,494**	**$ 1,226,013**	**$ 2,798,065**	**$ 3,433,725**	**$ 2,970,600**	**$ 172,535**	**6%**	**$ (463,125)**	**-13%**
13	**Capital**	(59,522)	(6,014)	(456,000)	(100,000)	(1,025,000)				
14	**Change in Net Position**	**1,876,016**	**1,232,027**	**2,342,065**	**3,333,725**	**1,945,600**				
15	**Transfers from Reserves**			2,150,000						
16	**Distributions**	**6,439,000**	**2,505,000**		**800,000**	**4,200,000**				

Tri-Dam Authority
Operations Department Expenses

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
Operations Summary										
1	Salaries and Wages	$ 167,465	$ 144,792	$ 107,676	$ 145,000	$ 150,000	$ 42,324	39%	$ 5,000	3%
2	Benefits and Overhead	112,093	92,764	70,381	79,200	83,200	12,819	18%	4,000	5%
	Operations Dept Labor Exp	**279,558**	**237,556**	**178,057**	**224,200**	**233,200**	**55,143**		**9,000**	
3	Powerhouse Supplies/Furnishings	1,176	452	1,000	-	-	(1,000)	-100%	-	0%
4	Powerhouse Utilities	22,384	(847)	15,000	3,400	4,200	(10,800)	-72%	800	24%
5	Consulting-Reliability/Engineering	-	-	10,000	-	-	(10,000)	-100%		
6	Streamgauging	6,330	6,460	6,330	6,300	6,500	170	3%	200	0%
	Non-Labor Operations Exp	**29,890**	**6,065**	**32,330**	**9,700**	**10,700**	**(21,630)**		**1,000**	
	Total Operations Dept Exp	**$ 309,448**	**$ 243,621**	**$ 210,387**	**$ 233,900**	**$ 243,900**	**$ 33,513**	16%	**$ 10,000**	4%

Tri-Dam Authority
Maintenance Department Expenses

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
	Maintenance Summary									
1	Salaries and Wages	$ 150,685	$ 123,016	$ 152,006	$ 83,000	$ 128,000	$ (24,006)	-16%	$ 45,000	54%
2	Benefits and Overhead	114,335	91,369	94,890	68,000	107,000	12,110	13%	39,000	57%
	Maintenance Dept Labor Exp	**265,020**	**214,385**	**246,896**	**151,000**	**235,000**	**(11,896)**	-5%	**84,000**	56%
3	Safety Supplies	178	213	1,000	100	500	(500)	-50%	400	400%
4	Maintenance & Repairs	18,880	21,471	80,000	40,000	42,000	(38,000)	-48%	2,000	5%
5	Electrical & Electronic Expense	3,338	2,649	5,000	2,500	3,000	(2,000)	-40%	500	20%
6	Hydro Expenses	1,731	959	1,000	1,000	2,000	1,000	100%	1,000	100%
7	Microwave/Computer Systems	306	-	2,000	2,000	3,000	1,000	50%	1,000	50%
8	Powerline maintenance/veg rem	89,435	13,228	10,000	10,000	11,000	1,000	10%	1,000	10%
9	Communication Systems	9,039	-	5,000	5,000	6,000	1,000	20%	1,000	20%
10	Haz Mat Business Plan	659	-	500	500	1,000	500	100%	500	100%
11	Shop Supplies	-	-	500	500	1,000	500	100%	500	100%
12	Equipment Rent from Project	24,000	-	-	-	-	-	0%	-	0%
13	Fuel Expenses				3,500	4,000	4,000	100%	500	14%
14	Equipment Operation & Maintenance	985	700	-	-	-	-	0%	-	0%
15	Routine Road Maintenance	13,209	-	15,000	4,000	5,000	(10,000)	-67%	1,000	25%
	Non-Labor Maintenance Expenses	**161,760**	**39,220**	**120,000**	**69,100**	**78,500**	**(41,500)**		**9,400**	
	Maintenance Dept Expenses	**$ 426,780**	**$ 253,605**	**$ 366,896**	**$ 220,100**	**$ 313,500**	**$ (53,396)**		**$ 93,400**	

Tri-Dam Authority
Administration Department Expenses

		2020 Actual	2021 Actual	Amended 2022 Budget	2022 Projection	2023 Proposed Budget	Change from 2022 Adopted Budget		Change from 2022 Projection	
	Administration Summary									
1	Salaries and Wages	$ 59,698	$ 76,695	$ 89,284	$ 80,000	$ 90,000	$ 716	1%	$ 10,000	13%
2	Benefits and Overhead	29,172	47,417	68,184	60,000	63,000	(5,184)	-8%	3,000	5%
	Administration Dept Labor Exp	**88,870**	**124,112**	**157,468**	**140,000**	**153,000**	**(4,468)**	**-3%**	**13,000**	**9%**
3	**Professional Services Consulting**	**-**	**-**	**-**	8,000	9,000	9,000	100%	1,000	13%
4	**Office & Administrative expense**	-	22	500	500	500	-	0%	-	0%
5	**APPA & NHA Dues**	7,608	7,898	8,000	9,000	10,000	2,000	25%	1,000	11%
6	**Legal Fees**	2,833	13,510	20,000	48,000	51,000	31,000	155%	3,000	6%
7	**Auditor Services**	10,986	9,496	8,912	9,500	10,000	1,088	12%	500	5%
8	**Liability & Property Insurance**	151,164	189,785	223,200	161,000	170,000	(53,200)	-24%	9,000	6%
9	**Property Taxes**	3,070	334	2,000	3,000	4,000	2,000	100%	1,000	33%
10	**FERC License Fees**	27,184	24,432	30,000	32,000	34,000	4,000	13%	2,000	6%
11	**USFS Sandbar Collection Agreement**	33,478	17,435	36,000	41,000	44,000	8,000	22%	3,000	7%
	Non-Labor Administration Expenses	**236,323**	**262,912**	**328,612**	**312,000**	**332,500**	**3,888**		**20,500**	
	Administative Dept Expenses	**$ 325,193**	**$ 387,024**	**$ 486,080**	**$ 452,000**	**$ 485,500**	**$ (580)**		**$ 33,500**	

Tri-Dam Authority
Capital Expenditures Budget
2023 (Proposed)

	Expenditure	Budget 2022	2022 Projection	Proposed Budget 2023
1	Exciter	$ 33,000	$ -	$ -
2	Stop Log Gate Re-seal	18,000	-	-
3	Sandbar PH 51E Mechanical Relay Replc	5,000	-	25,000
4	Sandbar PH 115kV Pole Replace/Repair	400,000	100,000	750,000
5	Sandbar PH Bridge Board Repair	-	-	100,000
6	Sandbar PH Flowmeter	-	-	150,000
Total Capital		$ 456,000	$ 100,000	$ 1,025,000

Tri-Dam Power Authority
Operations and Maintenance Report
Chris Tuggle
December 15, 2022

OPERATIONS:

- Annual Maintenance lock-out tag-outs.
    - Generator and Switchyard clearance.
    - Dewater for wicket gate for clearance measurements.
    - Cooling water system.
- Replaced filters in various locations.
- Cleared the lock-out tag-outs and restored the plant to normal operating condition.

MAINTENANCE:

- Technicians:
    - Performed the trip checks for the generator and switchyard equipment.

- Mechanics:
    - Replaced corroded sections of the cooling water system piping.
    - Replaced corroded sections of the TSV Open piping.
    - Measured and recorded wicket gate clearances.
    - Replaced the Turbine bearing oil due to a bad oil sample
    - Pressure tested the turbine bearing tub cooling water line to verify that the water in the oil was not coming from the cooling coil.

Operations and maintenance task were completed and the plant restore to full operation at 15.8mW on December 5. We will continue to keep the unit at full load until early part of March.