

**AGENDA
REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
TUESDAY, MARCH 5, 2019**

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

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

PLEDGE OF ALLEGIANCE

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

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

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| PUBLIC COMMENTS – ITEM 1 |
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1. The Board of Directors welcomes participation in meetings. This time is provided for the public to address the Directors of the District on matters of concern that fall within the jurisdiction of the Board that are not on the agenda.

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

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

Public Comments will be limited to five minutes per speaker.

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| CONSENT CALENDAR - ITEMS 2 - 14 |
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Matters listed under the consent calendar are considered routine and will be acted upon under one motion. Matters may be removed from the Consent Calendar by making a request to the Board President at this time.

Only properly noticed agenda matters shall be permitted for discussion.

2. Approve the **Board of Directors' Minutes of the Regular Meeting of February 5, 2019 and Ordinance No. 2019-01 and Resolution Nos. 2019-02, 2019-03, 2019-04, and 2019-05**
3. Approve **Oakdale Irrigation District Statement of Obligations**
4. Approve **OID Improvement District's Statement of Obligations**
5. Approve **Assignment of Capital Work Order Numbers**
6. Approve the **Draft Treasurer and Chief Financial Officer's Reports for the Year Ending December 31, 2018**
7. Approve **Denial of Request to Waive the \$40.40 Late Penalty Charge on Volumetric Water Usage (APN: 229-06-012 - Correia)**
8. Approve **Board Attendance at ACWA and JPIA 2019 Spring Conference, May 6 to 10, 2019 in Monterey, California**
9. Approve **Amendment No. 07 to Professional Services Agreement 2011-PSA-008 with Davids Engineering, Inc. for Revised Hourly Rate Schedule and Authorize General Manager to Execute**
10. Approve **Award of Bid to Garton Tractor for One (1) – 16K Tilt Bed Trailer**
11. Approve **Award of Bid to Haidlen Ford for One (1) – 2019 Model ½ Ton, Full Size, Regular Cab 2-Door Pickup, 2WD; One (1) – 2019 Model ½ Ton, Full Size, Regular Cab 2-Door Pickup, 4WD; One (1) – 2019 Model ¾ Ton, Full Size, Regular Cab 2-Door Pickup, 4WD; Two (2) – 2019 Model 1 Ton, Full Size, Regular Cab 2-Door Pickups, 4WD With Utility Beds; One (1) 2019 Model Cab & Chassis, 169" Wheelbase, 4WD Service Truck, and Purchase One (1) Utility Bed From Southwest Products (Budgeted)**
12. Approve **Storm Drainage Agreement on the Langworth Pipeline (APN: 062-010-026 – Gordon Braker Plumbing Contractor, Inc.)**
13. Approve **Storm Drainage Agreement on the Reed Pond (APN: 006-012-081 – River Oak Grace Church)**
14. Approve **Storm Discharge Agreement on the Riverbank Lateral (APN: 063-028-024 – Sconza Candy Company)**

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| ACTION CALENDAR – ITEMS 15 - 19 |
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15. Review and take possible action to **Direct the General Manager to Start the Irrigation Season Based upon Crop Demand Needs**

16. Review and take possible action to **Adopt Resolution Declaring Surplus Water**
17. Review and take possible action to **Provide Staff Direction on Providing Out-of-District Water to Local Agricultural Water Users Served by OID in 2019**
18. Review and take possible action to **Cancel the Regularly Scheduled Board Meetings on May 7 and 21, 2019 and Schedule One Special Board Meeting on May 14, 2019 to Allow Board Members to Attend the ACWA and JPIA 2019 Spring Conference May 6-10, 2019 in Monterey, CA**
19. Review and take possible action on the **Appointment of an Ad Hoc Committee to Provide Staff Direction on Policy Development Matters Regarding the Groundwater Sustainability Plan for the Eastern San Joaquin Groundwater Authority Advisory Committee**

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| DISCUSSION - ITEM 20 |
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20. Discussion on the **Revised Irrigation Water Service and Related Fees Policy of the Oakdale Irrigation District**

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| COMMUNICATIONS – ITEM 21 |
|---------------------------------|

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

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| CLOSED SESSION - ITEM 22 |
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22. Closed Session to discuss the following:
 - A. **Government Code §54956.9(e)(3) – Anticipated Litigation**
Significant Exposure to Litigation One (1) Case
 - B. **Government Code §54956.9(d)(2) – Anticipated Litigation**
Significant Exposure to Litigation One (1) Case

C. Government Code §54956.8 – Conference with Property Negotiator

Negotiating Parties: OID, SSJID, Chicken Rancheria Me-Wuk
Indians of California
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms

D. Government Code §54956.8 – Conference with Property Negotiator

Negotiating Parties: OID, SSJID, SEWD
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms

E. Government Code §54956.9(d)(1) - Existing Litigation

SJTA, et al. v. State Water Resources Control Board

OTHER ACTION – ITEM 23

23. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 19, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, March 21, 2019 at 8:30 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

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

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



PUBLIC COMMENTS

No Information Included

BOARD MEETING OF MARCH 5, 2019



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF MARCH 5, 2019

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF FEBRUARY 5, 2019

RECOMMENDED ACTION: Approve the Board of Directors' Minutes of the Regular Meeting of February 5, 2019

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Regular Meeting of February 5, 2019
- Draft Ordinance No. 2019-01
- Draft Resolution No. 2019-02
- Draft Resolution No. 2019-03
- Draft Resolution No. 2019-04
- Draft Resolution No. 2019-05

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
February 5, 2019

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

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

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

Also Present: Fred A. Silva, General Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletions of Agenda Items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

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

PUBLIC COMMENT ITEM NO. 1

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

PUBLIC HEARING
ITEM NO. 2

ITEM NO. 2
PUBLIC HEARING ON AN ORDINANCE FIXING THE
COMPENSATION OF THE BOARD PRESIDENT POSITION ON THE
BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT

The Public Hearing opened at 9:04 a.m. There being no comments from the public, the Public Hearing closed at 9:04 a.m.

Director Altieri requested Item No. 4 be pulled from the Consent Calendar.

CONSENT ITEMS
ITEM NOS. 3, 5, 6, 7, 8, 9, 10

ITEM NO. 3
APPROVE THE BOARD OF DIRECTORS MINUTES OF THE
REGULAR MEETING OF JANUARY 15, 2019 AND RESOLUTION NO. 2019-01

A motion as made by Director Doornenbal, seconded by Director Santos, and was unanimously supported to approve the Minutes of the Regular Meeting of January 15, 2019 and Resolution No. 2019-01.

ITEM NO. 5
APPROVE IMPROVEMENT
DISTRICT'S STATEMENT OF OBLIGATIONS

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

ITEM NO. 6
APPROVE REJECTION OF CLAIM
SUBMITTED BY TOM AND DIANE MATOUSEK

A motion was made by Director Doornenbal, seconded by Director Santos, and was unanimously supported reject the claim submitted by Tom and Diane Matousek and forward it to ACWA / JPIA.

ITEM NO. 7
APPROVE 2019 MISCELLANEOUS
RATES AND CHARGES FOR SPECIAL SERVICES

A motion was made by Director Doornenbal, seconded by Director Santos, and was unanimously supported to approve the 2019 Miscellaneous Rates and Charges for Special Services.

ITEM NO. 8
APPROVE WORK RELEASE NO. 088 TO
PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH
GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO
STAKE THE WILLIAMS PIPELINE THROUGH APN: 204-209-27/46

A motion was made by Director Doornenbal, seconded by Director Santos, and was unanimously supported to approve Work Release No. 088 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for professional Services to stake the Williams Pipeline through APN: 204-209-27/46.

ITEM NO. 9
APPROVE WORK RELEASE NO. 018 TO
PROFESSIONAL SERVICES AGREEMENT 2009-PSA-002 WITH
CH2M FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

A motion was made by Director Doornenbal, seconded by Director Santos, and was unanimously supported to approve Work Release No. 018 to Professional Services Agreement 2009-PSA-002 with CH2M for on-call professional engineering services.

ITEM NO. 10
APPROVE REQUEST TO CONNECT SUB-STANDARD
PARCELS AND DEFERRED CONDITIONS OF APPROVAL
AGREEMENT (APNS: 010-074-012/013/014/016 – GUICHARD)

A motion was made by Director Doornenbal, seconded by Director Santos, and was unanimously supported to approve request to connect sub-standard parcels and Deferred Conditions of Approval Agreement (APNS: 010-074-012/013/014/016 – Guichard).

PULLED CONSENT CALENDAR
ITEM NO. 4

ITEM NO. 4
APPROVE OAKDALE IRRIGATION
DISTRICT'S STATEMENT OF OBLIGATIONS

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

ACTION CALENDAR
ITEM NOS. 11, 12, 13, 14, 15, 16

ITEM NO. 11
REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE REQUEST
FROM THE STANISLAUS COUNTY FAIR TO BE A SHOW RING SPONSOR

The Stanislaus County Fair Chief Executive Officer Matt Cranford was present and discussed the show ring sponsor opportunity with the Board.

A motion was made by Director Santos, seconded by Director Altieri, and was unanimously supported to approve the request from the Stanislaus County Fair to be a show ring sponsor in 2019 for \$2,500.

ITEM NO. 12
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE ORDINANCE
FIXING THE COMPENSATION OF THE BOARD PRESIDENT POSITION
ON THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT

Director Orvis abstained from voting on this agenda item, handed the gavel to the Vice President Gail Altieri, and left the Boardroom.

A motion was made by Director DeBoer and was seconded by Director Doornenbal to Adopt the Ordinance Fixing the Compensation of the Board President Position on the Board of Directors of the Oakdale Irrigation District, and was voted by the following roll call vote:

| | |
|---------------------|-----------|
| Director DeBoer | Yes |
| Director Santos | No |
| Director Doornenbal | Yes |
| Director Altieri | Yes |
| Director Orvis | Abstained |

The Motion passed by a vote of 3-1-1.

Director Orvis returned to the Boardroom at 9:18 a.m.

ITEM NO. 13
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT
THE RESOLUTION ACCEPTING THE MEMORANDUM OF
UNDERSTANDING WITH THE EXEMPT MANAGEMENT EMPLOYEES
BARGAINING GROUP EFFECTIVE JANUARY 1, 2019 TO DECEMBER 31, 2019

A motion was made by Director Doornenbal, seconded by Director DeBoer, and was unanimously supported to Adopt the Resolution Accepting the Memorandum of Understanding with the Exempt Management Employees Bargaining Group Effective January 1, 2019 to December 31, 2019.

ITEM NO. 14
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT
THE RESOLUTION ACCEPTING THE MEMORANDUM OF
UNDERSTANDING WITH THE EXEMPT SUPERVISORY EMPLOYEES
BARGAINING GROUP EFFECTIVE JANUARY 1, 2019 TO DECEMBER 31, 2019

A motion was made by Director DeBoer, seconded by Director Santos, and was unanimously supported to Adopt the Resolution Accepting the Memorandum of Understanding with the

Exempt Supervisory Employees Bargaining Group Effective January 1, 2019 to December 31, 2019.

ITEM NO. 15
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT
THE RESOLUTION ACCEPTING THE MEMORANDUM OF
UNDERSTANDING WITH THE NON-EXEMPT CONFIDENTIAL EMPLOYEES
BARGAINING GROUP EFFECTIVE JANUARY 1, 2019 TO DECEMBER 31, 2019

A motion was made by Director Altieri, seconded by Director Santos, and was unanimously supported to Adopt the Resolution Accepting the Memorandum of Understanding with the Non-Exempt Confidential Employees Bargaining Group Effective January 1, 2019 to December 31, 2019.

ITEM NO. 16
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE RESOLUTION
APPROVING THE EMPLOYEE 2019 OFFICIAL SALARY AND WAGE SCHEDULE

A motion was made by Director Doornenbal, seconded by Director DeBoer, and was unanimously supported to Adopt the Resolution Approving the Employee 2019 Official Salary and Wage Schedule.

COMMUNICATIONS
ITEM NO. 17

A. GENERAL MANAGERS REPORT

General Manager Steve Knell stated that SSJID's account payable staff is handling the account payables at Tri-Dam due to their clerk being out of the office. General Manager Steve Knell stated this will be discussed at the Tri-Dam Meeting on the 21st. Another issue to be discussed at the Tri-Dam Meeting is that the SSJID Board approved a feasibility study for the Canyon Tunnel. SSJID is looking at building a new tunnel with a new alignment from Goodwin to the Joint Main split. The Boards will be discussing cost participation on this project at the next Tri-Dam Meeting.

General Manager Steve Knell went over the communications contained in the Board packets.

B. COMMITTEE REPORTS

There were no committee reports.

C. DIRECTORS COMMENTS

Director Altieri

Director Altieri stated that she has received 16.9" of rain since the end of November. Director Altieri expressed her appreciation to be able to attend the Oakdale Chamber of Commerce Awards Dinner. She also stated the next WAC Meeting is May 29, 2019 and Josh Harder has accepted the invitation to attend the meeting.

Director Doornenbal

Director Doornenbal stated that he was thankful for the rain.

Director Santos

Director Santos stated that she also enjoyed the awards dinner. Director Santos stated that she and Director Altieri sat with some very interesting people and it was a nice evening.

Director DeBoer

Director DeBoer stated that he was glad to be home from his vacation and was thankful for what looks like a good water year.

Director Orvis

Director Orvis stated that he keeps the "Pray for Rain" sign in his front yard. He also stated that he commends Josh Harder for all of the outreach. Director Orvis stated he has already engaged in four meetings with Josh Harder and his staff since he was sworn into office on December 1, 2018. Director Orvis stated that Josh Harder was appointed to the Ag Committee and he is listening to what individuals have to say about water and agriculture.

At the hour of 10:03 a.m. the Board adjourned to Closed Session.

CLOSED SESSION
ITEM NO. 18

- A. Government Code §54957.6 - Conference with Labor Negotiator**
Agency Negotiator: General Manager
Unrepresented Employee Organizations: Exempt Supervisory Bargaining Group
- B. Government Code §54956.9(d)(1) - Existing Litigation (2 cases)**
SJTA, et al. v. State Water Resources Control Board
CSPA v. State Water Resources Control Board
- C. Government Code §54956.8 – Conference with Property Negotiator**
Negotiating Parties: OID, SSJID, SEWD
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms
- D. Government Code §54956.8 – Conference with Property Negotiator**
Negotiating Parties: San Luis and Delta Mendota Water Authority and Department of Water Resources
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms
- E. Government Code §54956.9(d)(2) – Significant Exposure to Litigation**
One (1) Case

At the hour of 11:41 a.m. the Board reconvened to open session.

Coming out of Closed Session Director Orvis reported the following:

A. By a vote of 5-0, the Board unanimously approved to give the three Exempt Supervisory Group employees who handle the standby assignment an additional two days of administrative leave for the year 2019.

E. By a vote of 5-0, the Board unanimously approved hiring the Group to Team for professional consulting.

OTHER ACTION
ITEM NO. 27

At the hour of 11:43 a.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, February 19, 2019 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin** and **Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, February 21, 2019 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA

Thomas D. Orvis, President

Attest:

Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT
ORDINANCE NO. 2019-01**

**ORDINANCE FIXING THE COMPENSATION OF
THE BOARD PRESIDENT POSITION ON THE BOARD OF
DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT**

Be it enacted by the Board of Directors of Oakdale Irrigation District:

Section 1. Purpose

This ordinance is enacted pursuant to Water Code Sections 21166 (a)(2)(C) and 20203 to 20207, which authorizes a board of directors of an irrigation district that produces or distributes electric power to provide by ordinance that each member of the board may receive compensation in an amount not to exceed \$15,000 per year.

Section 2. Compensation

The Board President position on the Board of Directors of the Oakdale Irrigation District shall receive annual compensation in the amount of \$15,000. Such compensation shall become effective on the first day of the first month after the effective date of this ordinance however no earlier than 60 days after approval by the Board. Such compensation shall be payable at the first board meeting following the prior month that the compensation was incurred.

Section 3. Salary Exclusive of Reimbursements

The salary prescribed by this ordinance is exclusive of any other amounts payable to a member of the board of directors as reimbursement for necessary expenses incurred by the board member in the performance of the board member's official duties.

Section 4. Group Insurance Plans

Each director, pursuant to Water Code Section 21166.5, may participate in any plan for group insurance, group annuities, social security, medical and hospital service or any authorized programs which has been adopted and carried into effect for the benefit of all such officers and employees,

Section 5. Ordinance subject to Referendum; Effective Date

This ordinance is subject to the provisions of referendum prescribed by Water code Section 20204. Subject to the foregoing, this ordinance shall take effect and be in force sixty (60) days from the date of its adoption.

Moved by Director DeBoer, seconded by Director Doornenbal, that the foregoing ordinance be adopted, this 5th day of February 2019, by the following roll call vote:

| | |
|---------------------|-----------|
| Director DeBoer | Aye |
| Director Santos | No |
| Director Doornenbal | Aye |
| Director Altieri | Aye |
| Director Orvis | Abstained |

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019-02**

**ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING
WITH THE EXEMPT MANAGEMENT BARGAINING GROUP**

WHEREAS, on January 9, 2019, a Memorandum of Understanding was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the named employees executing the Memorandum of Understanding who were independently represented in the meet and confer process.

NOW, THEREFORE BE IT RESOLVED, that the Memorandum of Understanding is submitted to the Board of Directors for its consideration and approval. This resolution supersedes any other previous resolution relating to the above subject matter.

Upon Motion of Director Doornenbal, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 5th day of February 2019.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019-03**

**ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING
WITH THE EXEMPT SUPERVISORY BARGAINING GROUP**

WHEREAS, on January 8, 2019, a Memorandum of Understanding was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the named employees executing the Memorandum of Understanding who were independently represented in the meet and confer process.

NOW, THEREFORE BE IT RESOLVED, that the Memorandum of Understanding is submitted to the Board of Directors for its consideration and approval. This resolution supersedes any other previous resolution relating to the above subject matter.

Upon Motion of Director DeBoer, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 5th day of February 2019.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019-04**

**ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING
WITH THE NON-EXEMPT CONFIDENTIAL BARGAINING GROUP**

WHEREAS, on January 9, 2019, a Memorandum of Understanding was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the named employees executing the Memorandum of Understanding who were independently represented in the meet and confer process.

NOW, THEREFORE BE IT RESOLVED, that the Memorandum of Understanding is submitted to the Board of Directors for its consideration and approval. This resolution supersedes any other previous resolution relating to the above subject matter.

Upon Motion of Director Altieri, seconded by Director Santos, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 5th day of February 2019.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2019-05**

ACCEPTANCE OF 2019 OFFICIAL SALARY AND WAGE SCHEDULE

WHEREAS, on January 8 and 9, 2019, the salary and wage schedule was entered into by and between the representatives of Oakdale Irrigation District, hereinafter referred to as "District," and the named employees executing the Memorandum of Understanding for the Non-Exempt Confidential group, Exempt Supervisory group and Exempt Management group who were independently represented in the meet and confer process.

NOW, THEREFORE BE IT RESOLVED, that the 2019 Official Salary and Wage Schedule is submitted to the Board of Directors for its consideration and approval. This resolution supersedes any other previous resolution relating to the above subject matter.

Upon Motion of Director Doornenbal, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 5th day of February 2019.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 3
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

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

TOP TEN OBLIGATIONS

| <u>Vendor</u> | <u>Purpose</u> | <u>Amount</u> |
|---------------------------------|--|----------------|
| Union Bank | COP Interest Payment | \$525,495.32 |
| Pape Machinery | 2019 John Deere Grader | 331,186.52 |
| Hilmar Lumber, Inc. | 12", 15" & 24" PVC Tees, Pipe, Elbows, | 72,358.80 |
| Condor Earth Technologies, Inc. | WR #012, WR #017 | 67,931.00 |
| Rubicon, Inc. | Flume Meters, Slip Meter | 62,995.36 |
| CalPERS | Retirement Contributions – January | 59,491.20 |
| Kaiser Foundation Health Plan, | Health Insurance - March | 56,984.88 |
| Davids Engineering, Inc. | WR #006, #008, #009 | 45,972.08 |
| Tashjian Towers Corporation | WR #001 - SCADA Tower | 41,500.00 |
| Sutter Health Plus | Health Insurance - March | 40,548.51 |
| Sub Total Top Ten: | | \$1,304,463.67 |
| Other Obligations: | | \$383,213.61 |
| Total Obligations: | | \$1,687,677.28 |

FISCAL IMPACT: \$1,687,677.28

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

March 5, 2019

Accounts Payable
Check Register - March 5, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|--|--------------|--|
| ACH | | Union Bank | \$525,495.32 | COP Interest Payment |
| ACH | | CalPERS | \$59,491.20 | Retirement Contributions - January |
| ACH | | Visa | \$2,706.03 | Visa Expenses |
| 25115 | 2/11/2019 | AT&T | \$79.41 | Phone Charges - 1/25/19 - 2/24/19 |
| 25116 | 2/11/2019 | California State Disbursement Unit | \$207.69 | Levy |
| 25117 | 2/11/2019 | California State Disbursement Unit | \$364.60 | Levy |
| 25118 | 2/11/2019 | City of Oakdale - Utilities | \$205.63 | Water/Sewer - 12/16/18 - 1/15/19 |
| 25119 | 2/11/2019 | Franchise Tax Board | \$175.00 | Levy |
| 25120 | 2/11/2019 | P G & E | \$11.28 | Electricity |
| 25121 | 2/11/2019 | Ray Morgan Company | \$282.71 | Copier Usage - 12/24/18 - 1/23/19 |
| 25122 | 2/19/2019 | 711 Materials, Inc. | \$1,200.10 | Concrete |
| 25123 | 2/19/2019 | Ace Hardware | \$290.08 | Keys, Nuts, Bolts, Levels, Twistlocks, Plug Wires, Oil, Tester |
| 25124 | 2/19/2019 | ACWA-JPIA | \$9,970.30 | Dental/Vision Insurance - March |
| 25125 | 2/19/2019 | Airgas USA, LLC | \$662.57 | Acetylene, Oxygen, Argon, Nozzles, Tips, Diffuser, Wire |
| 25126 | 2/19/2019 | All Rigging Company | \$65.03 | Tie Down Straps |
| 25127 | 2/19/2019 | Allied Concrete and Supply Co., Inc. | \$8,090.65 | Concrete |
| 25128 | 2/19/2019 | Allied Concrete Pumping, LLC | \$4,692.12 | Concrete Pumping Services |
| 25129 | 2/19/2019 | Apparel Graphics, Inc. | \$909.72 | Safety Vest |
| 25130 | 2/19/2019 | Applied Technology Group, Inc. | \$23,067.21 | North Side Tower |
| 25131 | 2/19/2019 | Astro Foundation, C/O Jaydeen Vicente | \$250.00 | Donation |
| 25132 | 2/19/2019 | Bissell-Vargas, Kristy | \$48.00 | Health & Wellness Reimbursement - February |
| 25133 | 2/19/2019 | Borba, A.J. | \$179.12 | California Irrigation Institute Conference - Mileage |
| 25134 | 2/19/2019 | Bruce, Joann | \$5,604.75 | Refund - APN: 002-060-018 |
| 25135 | 2/19/2019 | Buila, Joseph | \$120.00 | Water Treatment & Water Distribution Certification |
| 25136 | 2/19/2019 | Bukhari, Kim | \$464.98 | Lodging/Mileage/Per Diem - Chamber of Commerce Annual Retreat |
| 25137 | 2/19/2019 | Burngardner Biological Consulting, Inc. | \$3,695.09 | WR #005, #008 |
| 25138 | 2/19/2019 | C & C Portables, Inc. | \$1,440.89 | Portable Toilet Rental - February |
| 25139 | 2/19/2019 | Casey Moving Systems Records Management | \$96.00 | Shredding - January |
| 25140 | 2/19/2019 | Central Valley Pump, Inc. | \$22,677.99 | WR # 002 |
| 25141 | 2/19/2019 | Coffee Break Service, Inc. | \$153.00 | Coffee Service |
| 25142 | 2/19/2019 | Comcast Business | \$323.21 | Office Phone Charges - February |
| 25143 | 2/19/2019 | Condor Earth Technologies, Inc. | \$48,707.25 | WR #012 |
| 25144 | 2/19/2019 | Consumers Choice Pest Control | \$75.00 | Quarterly Pest Control |
| 25145 | 2/19/2019 | Contractor Compliance & Monitoring, Inc. | \$367.50 | Labor Compliance Services - January |
| 25146 | 2/19/2019 | CoreLogic Solutions, LLC | \$275.00 | Real Quest - January |
| 25147 | 2/19/2019 | Custom Fire Protection | \$3,028.87 | Fire Extinguishers - Annual Maintenance & Employee Training |
| 25148 | 2/19/2019 | Davids Engineering, Inc. | \$38,365.83 | WR #006, #008, #009 |
| 25149 | 2/19/2019 | Denair Lumber Company, Inc. | \$9,654.31 | Plywood, Doug Fir |
| 25150 | 2/19/2019 | Dennis Wing Trucking | \$15,042.00 | Haul Dirt |
| 25151 | 2/19/2019 | Devnalysis | \$60.00 | Hosting - oidwaterresourcesplan.org, savethestan.org |
| 25152 | 2/19/2019 | Digi-Key Corporation | \$31.94 | Housing Connectors |
| 25153 | 2/19/2019 | Fastenal Company | \$1,856.77 | Gloves, Wedge Anchors |
| 25154 | 2/19/2019 | Fedak & Brown LLP | \$3,748.00 | 2018 Audit Services, State Controller's Report - 12/31/17 |
| 25155 | 2/19/2019 | First Choice Supply Company | \$369.86 | Gloves |
| 25156 | 2/19/2019 | Fitzwater-Presley, Lori | \$443.76 | Health & Wellness Reimbursement - January - December |
| 25157 | 2/19/2019 | Frasco Profiles | \$67.75 | Background Checks |
| 25158 | 2/19/2019 | Fresno Valves & Castings, Inc. | \$4,644.94 | 18", 21" & 30" Gates, Frames |
| 25159 | 2/19/2019 | Garton Tractor, Inc. | \$475.27 | Cables, Filters, Belts |

Accounts Payable
Check Register - March 5, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|--|--------------|---|
| 25160 | 2/19/2019 | George Reed, Inc. | \$5,746.11 | Crushed Rock |
| 25161 | 2/19/2019 | GGD Oakdale LLC | \$2,444.66 | DSO Office Lease - March |
| 25162 | 2/19/2019 | Gilton Solid Waste Management, Inc. | \$844.79 | Refuse Charges - January |
| 25163 | 2/19/2019 | Grainger | \$719.00 | Step Ladder, Hard Hats, Screws |
| 25164 | 2/19/2019 | Group to Team Leadership Solutions, Inc. | \$9,375.00 | Directors Team Building Retreat |
| 25165 | 2/19/2019 | Grover Landscape Services, Inc. | \$495.00 | Monthly Landscape Maintenance - January |
| 25166 | 2/19/2019 | Hilmar Lumber, Inc. | \$66,161.81 | 12", 15" & 24" PVC Tees, Pipe, Elbows, Bells, Gaskets, Couplers |
| 25167 | 2/19/2019 | Hixco | \$530.78 | Kneepads, Gloves, Hex Nuts, Flat Washers |
| 25168 | 2/19/2019 | Holt of California, Inc. | \$410.36 | Wiper Motor, Seal Pick |
| 25169 | 2/19/2019 | Hughson Farm Supply | \$111.07 | Carb Kit, Tube, Carb Gaskets, Throttle Cable, Lever |
| 25170 | 2/19/2019 | Independent Stationers, Inc. | \$84.40 | Index Tabs |
| 25171 | 2/19/2019 | Interstate Truck Center | \$892.39 | Pneumatic Clean, Doc Cleaning, Gaskets, Filters, Panel |
| 25172 | 2/19/2019 | Jones, Jason | \$96.38 | Steel-Toe Boot & Health & Wellness Reimbursement - December |
| 25173 | 2/19/2019 | Kaiser Foundation Health Plan, Inc. | \$56,984.88 | Health Insurance - March |
| 25174 | 2/19/2019 | Ketchum Jr., Castle | \$340.24 | Steel-Toe Boot Reimb, Pumps I & Pumps II Training - Per Diem |
| 25175 | 2/19/2019 | Krohne Inc. | \$5,592.27 | 8" Meter |
| 25176 | 2/19/2019 | Machado Backhoe, Inc. | \$5,828.09 | 18" Starter, 12" Gate, Starter Couplers |
| 25177 | 2/19/2019 | McMaster-Carr | \$90.38 | Fitting, Screws |
| 25178 | 2/19/2019 | Mission Uniform Service | \$2,511.56 | Uniform Service |
| 25179 | 2/19/2019 | Modesto Battery | \$4,105.50 | Batteries, Core Charges, Battery Boxes |
| 25180 | 2/19/2019 | Modesto Irrigation District | \$182.46 | Electricity |
| 25181 | 2/19/2019 | Moore Quality Galvanizing L.P. | \$3,493.77 | Pipe Rails, Beams |
| 25182 | 2/19/2019 | Morrill Industries, Inc. | \$1,833.14 | 12" Coupler, Adapters, Gaskets |
| 25183 | 2/19/2019 | National Meter & Automation, Inc. | \$1,969.16 | Water Meters, Digital Encoders |
| 25184 | 2/19/2019 | Newegg Business, Inc. | \$21.84 | Cable |
| 25185 | 2/19/2019 | NorCal Kenworth | \$1,190.66 | Filters, Elements, Tachometer, Element - #26, #36 |
| 25186 | 2/19/2019 | North Coast Laboratories Ltd. | \$865.76 | Rebar Cages |
| 25187 | 2/19/2019 | O'Laughlin & Paris LLP | \$7,712.50 | Attorney Fees |
| 25188 | 2/19/2019 | Oakdale Auto Parts | \$399.63 | Rubber Seals, Switches, Fuel Caps - #26 |
| 25189 | 2/19/2019 | Oakdale Leader | \$386.16 | Public Hearing - Pres. Compensation, Community Awareness |
| 25190 | 2/19/2019 | Oakdale Sober Grad Night Committee | \$250.00 | 2019 Sober Grad Night - Donation |
| 25191 | 2/19/2019 | Office Depot | \$643.94 | Table Stands, Legal Pads, Pens, Binder Covers, Folders, Ink |
| 25192 | 2/19/2019 | OID Improvement Districts | \$25,764.09 | January 2019 Reimbursement |
| 25193 | 2/19/2019 | Ontel Security Services, Inc. | \$275.00 | Security Monitoring - January |
| 25194 | 2/19/2019 | P & L Concrete Products, Inc. | \$333.84 | Concrete |
| 25195 | 2/19/2019 | P G & E | \$9,825.70 | Electricity |
| 25196 | 2/19/2019 | Pakmail | \$101.32 | Shipping Charges |
| 25197 | 2/19/2019 | Pape Machinery | \$330,696.19 | 2019 John Deere Grader |
| 25198 | 2/19/2019 | Pridestaff | \$2,376.00 | Temp Employee - Finance Dept |
| 25199 | 2/19/2019 | Ramirez, Javier | \$96.00 | Health & Wellness Reimbursement - November - December |
| 25200 | 2/19/2019 | Redwood Health Services | \$306.75 | 125 Cafeteria Plan & Cobra - March |
| 25201 | 2/19/2019 | Resource Building Materials | \$421.79 | Concrete |
| 25202 | 2/19/2019 | Rinker Materials | \$8,457.59 | 72" Concrete Pipes |
| 25203 | 2/19/2019 | Rubicon, Inc. | \$62,927.08 | Flume Meters, Slip Meter |
| 25204 | 2/19/2019 | Safe-T-Lite of Modesto, Inc. | \$47.79 | Signs |
| 25205 | 2/19/2019 | Safety-Kleen | \$362.85 | Oil |
| 25206 | 2/19/2019 | Samba Holdings, Inc. | \$162.00 | Fleet Watch - January |

Accounts Payable
Check Register - March 5, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|---|-------------|--|
| 25207 | 2/19/2019 | South San Joaquin Irrigation District | \$1,375.00 | Tri-Dam Management And Communication Training |
| 25208 | 2/19/2019 | Stanislaus County Fair | \$2,500.00 | Sponsorship - Show Ring |
| 25209 | 2/19/2019 | Stewart & Jasper Orchards | \$80.20 | Ag Luncheon - Speaker Gift Basket |
| 25210 | 2/19/2019 | Streamline | \$400.00 | Monthly Web Fee - January |
| 25211 | 2/19/2019 | Sutter Health Plus | \$40,548.51 | Health Insurance - March |
| 25212 | 2/19/2019 | Target Specialty Products | \$3,386.72 | Milestone |
| 25213 | 2/19/2019 | Tashjian Towers Corporation | \$41,500.00 | WR #001 |
| 25214 | 2/19/2019 | Thorburn, Eric | \$118.32 | Mileage - California Plant & Soil Conference |
| 25215 | 2/19/2019 | Tri-West Tractor Incorporated | \$29,261.26 | Excavator - Rental - 12/18/18 - 01/16/19 |
| 25216 | 2/19/2019 | United Rentals Northwest, Inc. | \$944.87 | Blade Rings, Water Blade, Guide Roller, Filters |
| 25217 | 2/19/2019 | Verizon Wireless | \$2,089.96 | Cell Phone Charges & Cimis Station - January |
| 25218 | 2/19/2019 | W. H. Breshears, Inc. | \$7,148.71 | Fuel |
| 25219 | 2/19/2019 | White Cap Construction Supply | \$1,630.42 | Concrete Washouts, Drill Bits |
| 25220 | 2/19/2019 | Morrill Industries, Inc. | \$1,826.75 | 12" Coupler, Adapters, Gaskets |
| 25221 | 2/19/2019 | Northern Steel, Inc. | \$865.76 | Rebar Cages |
| 25222 | 2/19/2019 | P & L Concrete Products, Inc. | \$332.28 | Concrete |
| 25223 | 2/26/2019 | Condor Earth Technologies, Inc. | \$2,252.50 | WR #017 |
| 25224 | 2/26/2019 | Modern Custom Fabrication Inc. | \$2,872.50 | Hydro Pneumatic Vessel |
| 25225 | 2/26/2019 | Modesto Bee | \$283.16 | Social Media Sponsored Post |
| 25226 | 2/26/2019 | Oak Valley Auto | \$1,730.43 | Body Repair - #187 |
| 25227 | 2/26/2019 | Rubicon, Inc. | \$68.28 | Drive Shaft |
| 25228 | 2/26/2019 | Thomson Reuters - West | \$196.16 | California Water Code |
| 25229 | 2/26/2019 | Wienhoff Drug Testing, Inc. | \$395.00 | Pre-Employment & Random Selection Drug Testing - January |
| 25230 | 3/5/2019 | Ace Hardware | \$232.36 | Bushings, Adapters, Moth Balls, Couplings, Breakers, Batteries |
| 25231 | 3/5/2019 | Air & Lube Systems, Inc. | \$264.46 | Lift Inspection |
| 25232 | 3/5/2019 | Allied Concrete Pumping, LLC | \$7,306.69 | Concrete Pumping Services |
| 25233 | 3/5/2019 | Allied Concrete and Supply Co., Inc. | \$6,445.54 | Concrete |
| 25234 | 3/5/2019 | Applied Technology Group, Inc. | \$11,766.00 | WR #003 |
| 25235 | 3/5/2019 | Ayres, Michael | \$75.00 | Steel - Toe Boots Reimbursement |
| 25236 | 3/5/2019 | BG Agri Sales & Service | \$1,157.59 | Tank, Pump, Relief Valve, Spray Wand, Couplers, Clamps |
| 25237 | 3/5/2019 | California Department of Tax & Fee Administration | \$3,098.00 | 2018 Sales & Use Tax Return |
| 25238 | 3/5/2019 | California State Disbursement Unit | \$207.69 | Levy |
| 25239 | 3/5/2019 | California State Disbursement Unit | \$364.60 | Levy |
| 25240 | 3/5/2019 | Condor Earth Technologies, Inc. | \$16,971.25 | WR #012 |
| 25241 | 3/5/2019 | Conlin Supply Co., Inc. | \$1,896.56 | Wire Panels |
| 25242 | 3/5/2019 | Davids Engineering, Inc. | \$7,606.25 | WR # 006 |
| 25243 | 3/5/2019 | Dennis Wing Trucking | \$3,634.00 | Haul Concrete |
| 25244 | 3/5/2019 | Far West Laboratories, Inc. | \$672.50 | Nitrate Test, 123 TCP Test, Bac-T Test |
| 25245 | 3/5/2019 | Fastenal Company | \$863.07 | Wedge Anchors, Batteries, Gloves |
| 25246 | 3/5/2019 | First American Title Company | \$87.87 | Refund - APN: 002-057-006 |
| 25247 | 3/5/2019 | Franchise Tax Board | \$175.00 | Levy |
| 25248 | 3/5/2019 | Fresno Valves & Castings, Inc. | \$12,214.79 | 12", 24" & 72" Gates, Frames |
| 25249 | 3/5/2019 | George Reed, Inc. | \$658.61 | Crushed Rock |
| 25250 | 3/5/2019 | Gilton Resource Recovery Transfer Facility, Inc. | \$1,942.78 | Waste Disposal - January |
| 25251 | 3/5/2019 | Grainger | \$1,190.50 | Step Ladder, Load Center, Drilling Screws |
| 25252 | 3/5/2019 | Haidlen Ford | \$664.15 | Rotor Assembly, Caliper Assemblies, Brake Pads |
| 25253 | 3/5/2019 | Hilmar Lumber, Inc. | \$6,196.99 | PVC Elbows |
| 25254 | 3/5/2019 | Hixco | \$1,433.38 | Nuts, Bolts, Washers, Anchor Bolts |

Accounts Payable
Check Register - March 5, 2019



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|--|-----------------------|--|
| 25255 | 3/5/2019 | Hughson Farm Supply | \$17.62 | Support, Spring |
| 25256 | 3/5/2019 | Interstate Truck Center | \$1,133.69 | Fittings, Hoses, Tubing, Universal Clamps |
| 25257 | 3/5/2019 | International Mailing Equipment, Inc. | \$57.94 | Sealer Brush Kit |
| 25258 | 3/5/2019 | Jorgensen Company | \$286.11 | Metal Filter Inlets |
| 25259 | 3/5/2019 | McMaster-Carr | \$103.28 | Hinges |
| 25260 | 3/5/2019 | Mission Uniform Service | \$1,425.46 | Uniform Service |
| 25261 | 3/5/2019 | Modesto Steel | \$315.37 | Ladder Cover |
| 25262 | 3/5/2019 | Modesto Color Center | \$120.26 | Primer |
| 25263 | 3/5/2019 | National Meter & Automation, Inc. | \$2,000.10 | Water Meters, Digital Encoders |
| 25264 | 3/5/2019 | Neopost USA Inc. | \$238.82 | Postage Meter Rental - 3/8/19 - 6/7/19 |
| 25265 | 3/5/2019 | NorCal Kenworth | \$910.74 | Control Assembly, Filters |
| 25266 | 3/5/2019 | Oakdale Auto Parts | \$202.18 | Hoses, Hose Fittings, Fittings, Adapters |
| 25267 | 3/5/2019 | Oakdale Chamber of Commerce | \$400.00 | 2019 Ag Luncheon |
| 25268 | 3/5/2019 | Oakdale Locksmith | \$67.19 | Keys |
| 25269 | 3/5/2019 | Oak Valley Hospital | \$265.00 | Pre - Employment Exams, Drug Screen |
| 25270 | 3/5/2019 | Oberkamper, Marc | \$5.00 | Parking - OID Jury Summons |
| 25271 | 3/5/2019 | Office Depot | \$636.19 | Toner, Folders, Post It's, Pens, Paper, Folders, Wall Sign |
| 25272 | 3/5/2019 | Operating Engineers Union Local No. 3 | \$3,200.00 | Union Dues - PPE 2/16/19 |
| 25273 | 3/5/2019 | Pape Machinery | \$490.33 | Injectors, Hose, Adapter, Gasket |
| 25274 | 3/5/2019 | P & L Concrete Products, Inc. | \$486.63 | Concrete |
| 25275 | 3/5/2019 | Pridestaff | \$3,445.20 | Temp Employee - Finance Dept |
| 25276 | 3/5/2019 | Principal Financial Group | \$874.74 | Life Insurance - March |
| 25277 | 3/5/2019 | Savemart Supermarkets | \$34.99 | Employee Retirement |
| 25278 | 3/5/2019 | South San Joaquin Irrigation District | \$5,153.30 | Routine Joint Supply Maintenance - January |
| 25279 | 3/5/2019 | Spray & Son Janitorial, Inc. | \$2,450.00 | Monthly Janitorial Service - January |
| 25280 | 3/5/2019 | Target Specialty Products | \$4,153.31 | Round Up, Blazon Blue, Bullseye |
| 25281 | 3/5/2019 | TP Express | \$150.00 | Portable Toilet Rental - March |
| 25282 | 3/5/2019 | Tractor Supply Co. | \$14.08 | Metal Sign |
| 25283 | 3/5/2019 | Stewart Title of California, Inc. | \$167.32 | Refund - APN: 010-032-023 |
| 25284 | 3/5/2019 | Hauselmann, Joshua & Sara | \$70.52 | Refund - APN: 010-051-005 |
| 25285 | 3/5/2019 | Anderson, Jennifer | \$79.83 | Refund - APN: 010-032-014 |
| 25286 | 3/5/2019 | Underground Service Alert of Northern California | \$1,064.08 | 2019 Regulatory Fees |
| 25287 | 3/5/2019 | W. H. Breshears, Inc. | \$2,944.75 | Fuel |
| 25288 | 3/5/2019 | White Cap Construction Supply | \$1,079.42 | Tubes, Poly Film |
| | | | <u>\$1,687,677.28</u> | |

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
March 5, 2019

VOIDED Check No. 25182, 25186, 25194

THE FOREGOING CLAIMS, NUMBERED 25115 Through 25288 INCLUSIVE
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT
AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 4
APN: N/A

SUBJECT: APPROVE OLD IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

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

BACKGROUND AND DISCUSSION:

Check number 0107 for the reimbursement of Improvement District's additional December 2018 O & M expenses and January 2019 O & M expenses in the amount of \$33,317.28 is being submitted for Board approval.

FISCAL IMPACT: \$33,317.28

ATTACHMENTS:

- Statement of Obligations

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2019 - MARCH 5, 2019**

CHECK

| NO. | PAYABLE TO: | AMOUNT | DATE |
|------------|-----------------------------|---------------|-------------|
| 0105 | OAKDALE IRRIGATION DISTRICT | \$57,296.58 | 01/15/2019 |
| 0106 | OAKDALE IRRIGATION DISTRICT | 79,207.42 | 02/05/2019 |
| 0107 | OAKDALE IRRIGATION DISTRICT | 33,317.28 | 03/05/2019 |

THE FOREGOING CLAIM NUMBERED 0107 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

0107

| | | | | | |
|-------------------------------------|--|--|--|------------------|---|
| DATE: 5-Mar-19 | | TO: Oakdale Irrigation District | | | |
| MAINTENANCE PAYABLE | | | | | |
| I.D. # | Dec. 2018 & Jan. 2019 O & M Expense | I.D. # | Dec. 2018 & Jan. 2019 O & M Expense | | |
| 1 | | 31 | | | Note: Included Misc. Recon. Items |
| 2 | | 36 | | | |
| 8 | | 38 | | | |
| 13 | | 41 | 629.08 | | |
| 19 | 47.31 | 45 | 1,117.12 | | I.D. # |
| 20 | | 46 | 3,357.24 | | |
| 21 | | 48 | | 45 | Construction In Progress |
| 22 | 634.28 | 51 | 1,934.45 | 51 | |
| 26 | | 52 | | | |
| 29 | 47.31 | | | | |
| SUB-TOTAL | \$728.90 | SUB-TOTAL | \$7,037.89 | SUB-TOTAL | \$25,550.49 |
| VOUCHER CHARGES | | | | | |
| Maintenance & Operations | | | | | \$7,766.79 |
| Capital Projects | | | | | \$25,550.49 |
| TOTAL AMOUNT | | | | | \$33,317.28 |

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 5
APN: N/A

SUBJECT: APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS

RECOMMENDED ACTION: Approve Assignment of Capital Work Order Number and Acknowledge Assignment for Historical Record

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District Fixed Asset Capitalization and Depreciation Policy was adopted at the Board meeting of December 21, 2010. Within the policy, the Work Order Approval Form process is described.

Annually the Board of Directors considers capital asset acquisitions as part of the budget process. In the Board's desire to implement the Capital Projects budget "in the most efficient and effective manner, the Policy delegates authority to the General Manager to "execute and expend funds for Capital Projects as defined in the Annual Budget."

The policy also states that "following General Manager approval, the Work Order is submitted to the Board for approval of the assigned work order number and as a mechanism of providing historical record."

The attached listing of Work Orders are submitted for approval.

FISCAL IMPACT: \$718,827

ATTACHMENTS:

- Assigned Work Order Numbers

Board Motion:

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

VOTE:

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

Action(s) to be taken:

Oakdale Irrigation District
Assigned Work Order Numbers
March 5, 2019

| <u>Work Order No.</u> | <u>Facility</u> | <u>Project Description</u> | <u>Estimated Cost</u> |
|-----------------------|--------------------------|---|-----------------------|
| ID1801 | ID 45 Pump Station No. 1 | Replace ID 45 water storage tank. (APN: 064-014-035) | \$ 53,900 |
| ID1901 | ID 51 Pump Station No. 1 | Repair and Install ID 51 pump #1. | 28,000 |
| 2018-064 | Spalding Pipeline | Replace existing pipeline with 30" 100 PSI PIP PVC, 30" air vents, 1-18" Krohne Enviromag 2000 flow meter, 1-30" Fresno 101 slide gate, and other necessary appurtenances. (APNs: 010-018-024/071/072/077) | 267,700 |
| 2019-001 | Thompson Lateral | Install 1-5'x7' precast MBI structure, 3-18" starter couplers, 1-18"x8' Fresno 101C gate, 1-18" Krohne Enviromag 2000 flow meter, and 18" PVC. (APN: 014-018-001) | 49,300 |
| 2019-002 | Adams No. 1 Pipeline | Replace existing gate with 1-12"x15.5' Fresno 101C slide gate. (APN: 064-017-009) | 2,700 |
| 2019-003 | Lane Pipeline | Install 1-24"x15.5' Fresno 20-10C slide gate on the pipeline inlet of drop 1. (APN: 064-027-003) | 5,500 |
| 2019-004 | South Main Canal | Segment 4 long term repair construction documents & contractor bidding support. | 79,727 |
| 2019-005 | Cleveland Drain | Replace existing culvert and trash rack with 18" 100 PSI PIP PVC Pipe, 1-5'x6' precast MBI structure with 18" coupler, backfill and rip-rap. (APN: 014-016-003) | 22,900 |
| 2019-006 | Williams Pipeline | Install 24" PVC Pipeline, 2-18" air vents, 1- 12" inline valve, 1-12" Krohne Meter, 2-24" inline valves, 2-24" Krohne Meters and 1- 16" Krohne Meter. (APNs: 207-290-25/27/46) | 183,000 |
| 2019-007 | Eaton Lateral | Install 1-5'x7' precast MBI turnout structure, 1-15" starter coupler, 15" 100 PIP PVC, stilling well and necessary appurtenances. (APN: 002-067-001) | 26,100 |
| | | | <u>\$ 718,827</u> |

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 6
APN: N/A

SUBJECT: APPROVE THE DRAFT TREASURER AND CHIEF FINANCIAL OFFICER'S REPORTS FOR THE YEAR ENDING DECEMBER 31, 2018

RECOMMENDED ACTION: Approve the Treasurer and Chief Financial Officer's Draft Reports for the Year Ending December 31, 2018

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of December 31, 2018. The fiscal year ended with \$48.8 million in designated reserves and \$19.5 million in operating cash.

The attached draft Financial Statements demonstrate the income and expenditures for the District for the year ending December 31, 2018, pending final adjustments.

The District realized 81% of the budgeted revenues and actual expenditures (including capital projects and purchases) utilized 93% of the budget expenditures. Additional information is provided within the attached reports. Staff does not anticipate that the final revenues and expenditures will present a dramatic difference from those presented.

Please note that these statements are drafts financial statements for the year ending December 31, 2018, and do not include all final entries for the year.

FISCAL IMPACT: None

ATTACHMENTS:

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

Board Motion:

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

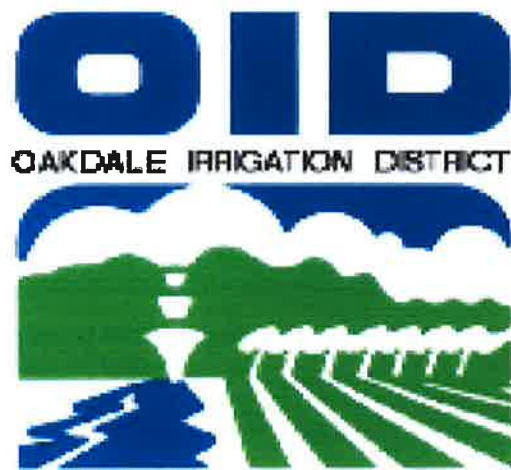
VOTE

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

Action(s) to be taken:

DRAFT

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING DECEMBER 31, 2018

DRAFT

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING DECEMBER 31, 2018

| PERIOD ENDING | 12/31/2018 | RATE | 11/30/2018 | NET CHANGE |
|---|------------------------|-----------|------------------------|---------------------|
| <u>OAKDALE IRRIGATION DISTRICT FUNDS</u> | | | | |
| LAIF | \$164,371.06 | 2.291% | \$164,527.18 | (\$156.12) |
| OAK VALLEY COMMUNITY BANK CHECKING | 2,605,851.55 | | 595,236.08 | 2,010,615.47 |
| OVCB BUSINESS PLUS SAVINGS | 1,369,964.72 | .05%-.40% | 2,943,315.75 | (1,573,351.03) |
| UNION BANK OF CALIFORNIA | 62,603,187.52 | 2.470% | 62,386,221.62 | 216,965.90 |
| <i>TOTAL TREASURY FUNDS</i> | 66,743,374.85 | | 66,089,300.63 | 654,074.22 |
| <u>IMPROVEMENT DISTRICT FUNDS</u> | | | | |
| IMPROVEMENT DISTRICT'S FUNDS | 1,540,347.60 | | 1,486,500.20 | 53,847.40 |
| <i>TOTAL IMPROVEMENT DISTRICT FUNDS</i> | 1,540,347.60 | | 1,486,500.20 | 53,847.40 |
| <u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u> | \$68,283,722.45 | | \$67,575,800.83 | \$707,921.62 |

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING
DECEMBER 31, 2018

DRAFT

| DISTRICT CASH AND CASH EQUIVALENTS | | 12/31/2018 | 12/31/2017 | NET CHANGE |
|---|-------------------|------------------------|------------------------|-----------------------|
| Beginning Balance: 12/01/2018 | | \$66,089,300.63 | | |
| Receipts / Earnings / Transfers | | 2,811,332.41 | | |
| Expenditures / Transfers | | (2,157,258.19) | | |
| TOTAL DISTRICT TREASURY FUNDS ON HAND: | 12/31/2018 | \$66,743,374.85 | \$65,670,081.05 | \$1,073,293.80 |
| <u>GENERAL FUND</u> | | | | |
| Beginning Balance: 12/01/2018 | | \$18,866,043.42 | | |
| <u>RECEIPTS / EARNINGS</u> | | | | |
| Secretary's Receipts | \$1,575,790.66 | | | |
| Net Investment Income | 221,571.09 | | | |
| Collection Receipts | 1,012,243.93 | | | |
| Transfer from Reserve Funds | 0.00 | | | |
| Total Receipts: | | 2,809,605.68 | | |
| <u>EXPENDITURES</u> | | | | |
| Accounts Payable | 1,687,529.45 | | | |
| Payroll | 468,002.01 | | | |
| Transfers to RWS Reserve Funds | 1,726.73 | | | |
| Total Expenditures: | | (2,157,258.19) | | |
| BALANCE ON HAND: | 12/31/2018 | \$19,518,390.91 | \$13,570,466.23 | \$5,947,924.68 |
| <u>CAPITAL REPLACEMENT / IMPROVEMENT RESERVE- \$18,000,000 - limit</u> | | | | |
| Beginning Balance: 12/01/2018 | | \$18,000,000.00 | | |
| Receipts | | 0.00 | | |
| Transfer to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 12/31/2018 | \$18,000,000.00 | \$18,000,000.00 | \$0.00 |
| <u>OPERATING RESERVE - \$6,000,000 max. limit</u> | | | | |
| Beginning Balance: 12/01/2018 | | \$4,738,000.00 | | |
| Receipts | | 0.00 | | |
| Transfer to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 12/31/2018 | \$4,738,000.00 | \$3,738,000.00 | \$1,000,000.00 |
| <u>RATE STABILIZATION RESERVE - \$4,500,000 max. limit</u> | | | | |
| Beginning Balance: 12/01/2018 | | \$3,388,000.00 | | |
| Receipts | | 0.00 | | |
| Transfer to General Fund | | 0.00 | | |
| BALANCE ON HAND: | | \$3,388,000.00 | \$2,388,000.00 | \$1,000,000.00 |

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING
DECEMBER 31, 2018

DRAFT

| DISTRICT TREASURY FUNDS - <i>continued</i> | 12/31/2018 | 12/31/2017 | NET CHANGE |
|---|-----------------------|------------------------|--------------------------|
| <u>VEHICLE AND EQUIPMENT REPLACEMENT RESERVE - \$1,500,000 max. limit</u> | | | |
| Beginning Balance: 12/01/2018 | \$504,296.71 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer Funds to General Fund | 0.00 | | |
| BALANCE ON HAND: 12/31/2018 | \$504,296.71 | \$492,365.71 | \$11,931.00 |
| <u>MAIN CANAL / TUNNEL IMPROVEMENT RESERVE</u> | | | |
| Beginning Balance: 12/01/2018 | \$5,515,767.29 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer Funds to General Fund | 0.00 | | |
| BALANCE ON HAND: 12/31/2018 | \$5,515,767.29 | \$20,064,000.00 | (\$14,548,232.71) |
| <u>BUILDING AND FACILITIES REPLACEMENT RESERVE</u> | | | |
| Beginning Balance: 12/01/2018 | \$3,075,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 12/31/2018 | \$3,075,000.00 | \$475,000.00 | \$2,600,000.00 |
| <u>RURAL WATER SYSTEM REPLACEMENT / IMPROVEMENT RESERVE - \$1,000,000 max. limit</u> | | | |
| Beginning Balance: 12/01/2018 | \$823,109.21 | | |
| Transfer from General Fund | 1,726.73 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 12/31/2018 | \$824,835.94 | \$763,165.11 | \$61,670.83 |
| <u>EMPLOYEE COMPENSATED ABSENCES TRUST FUND</u> | | | |
| Beginning Balance: 12/01/2018 | \$179,084.00 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 12/31/2018 | \$179,084.00 | \$179,084.00 | \$0.00 |
| <u>DEBT RESERVE FUND</u> | | | |
| Beginning Balance: 12/01/2018 | 11,000,000.00 | | |
| Receipts | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | 11,000,000.00 | 6,000,000.00 | 5,000,000.00 |

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING
DECEMBER 31, 2018

DRAFT

| RESTRICTED FUNDS | | 12/31/2018 | 12/31/2017 | NET CHANGE |
|--|-------------------|-----------------------|-----------------------|---------------------|
| <u>IMPROVEMENT DISTRICT'S FUNDS</u> | | | | |
| Beginning Balance: 12/01/2018 | | \$1,486,500.20 | | |
| Receipts | | 78,919.10 | | |
| Expenditures | | (25,071.70) | | |
| BALANCE ON HAND: | 12/31/2018 | \$1,540,347.60 | \$1,252,187.89 | \$288,159.71 |

FILED: February 14, 2019 STATE OF CALIFORNIA / COUNTY OF STANISLAUS



GLOBAL CUSTODY SERVICES
350 CALIFORNIA STREET, H-17002
SAN FRANCISCO, CA 94104

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

OAKDALE IRRIGATION DISTRICT
KATHY COOK
1205 EAST 'F' STREET
OAKDALE, CA 95361



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Account Statement

Statement Period

December 1, 2018 through December 31, 2018

Account Number

[REDACTED]

Account Name

OAKDALE IRRIGATION DISTRICT

Relationship Manager

[REDACTED]

Investment Manager

[REDACTED]

Online Access

unionbank.com/trustandcustody

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

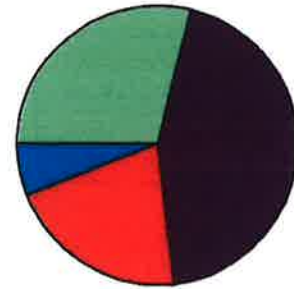
Overview of Total Account Value

| | |
|-----------------------------|-----------------|
| Closing Value on 12/31/2017 | \$62,913,005.18 |
| Opening Value on 12/01/2018 | \$62,477,695.32 |
| Closing Value on 12/31/2018 | \$62,603,187.52 |
| Net Change For Period | \$125,502.20 |

Overview of Account by Investment Category

Your Current Portfolio Mix

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



| % of Total Account | Market Value | Description |
|--------------------|-----------------|-------------------------|
| 28.82% | 18,041,331.24 | Cash & Cash Equivalents |
| 44.27% | 27,717,176.05 | Government Obligations |
| 20.90% | 13,081,693.50 | Corporate Obligations |
| 6.01% | 3,762,984.73 | Non-US Securities |
| 100.00% | \$62,603,187.52 | Total Account Value |





Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2018 through December 31, 2018

Principal Portfolio Summary

| Description | Market Value | Percentage of Portfolio | Current Yield |
|----------------------------------|------------------------|-------------------------|---------------|
| Cash & Cash Equivalents | 18,041,331.24 | 28.82% | 2.56% |
| Government Obligations | 27,717,178.05 | 44.27% | 2.35% |
| Corporate Obligations | 13,081,693.50 | 20.90% | 2.72% |
| Non-US Securities | 3,762,984.73 | 6.01% | 1.94% |
| Total Principal Portfolio | \$62,603,187.52 | 100.00% | 2.47% |

Unrealized Gain/Loss Summary

| Description | Cost Basis | Market Value | Gain/Loss |
|-------------------------|------------------------|------------------------|---------------------|
| Cash & Cash Equivalents | 17,958,746.32 | 18,041,331.24 | 82,584.92 |
| Government Obligations | 27,638,749.75 | 27,717,178.05 | 78,428.30 |
| Corporate Obligations | 13,115,179.50 | 13,081,693.50 | (33,486.00) |
| Non-US Securities | 3,747,122.70 | 3,762,984.73 | 15,862.03 |
| Total Gain/Loss | \$62,459,798.27 | \$62,603,187.52 | \$143,389.25 |

Cash Transactions Summary

| | Principal Cash |
|-------------------------------|--------------------------|
| Receipts | |
| Dividend | 4,250.91 |
| Interest | 69,325.74 |
| Sales | 5,143,786.81 |
| Maturities/Redemptions | 5,051,674.26 |
| Total Receipts | \$10,259,037.72 |
| Disbursements | |
| Purchases | (10,269,037.72) |
| Total Disbursements | (\$10,269,037.72) |
| Total Net Transactions | \$0.00 |



Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2018 through December 31, 2018

Asset Detail - Principal Portfolio

Cash & Cash Equivalents

Asset Name

Asset Identifier

Shares/
Units Held

Cost Basis

Market Value

Price/
Date Priced

Percentage
of Portfolio

Current
Yield

Estimated
Annual Income

Money Market Funds

FIDELITY INSTL CASH PORTFOLIOS
U S GOVT PORTFOLIO CL-I #57
CASH MANAGEMENT SWEEP
316175108

2,525,914.24
2,525,914.24
1.0000
4.03%
2.35%
59,238.61

Disc Comm'l Paper/Banker Accept

PRUDENTIAL PLC
DISC COM1 PAPER
DTD 9/14/18 1/1/19

2,483,972.92
2,498,450.00
99.9380
3.99%
2.39%
59,692.70

JP MORGAN SECURITIES LLC
DISC COM1 PAPER
DTD 5/10/2018 2/04/2019

1,431,818.61
1,446,331.50
99.7470
2.31%
2.48%
35,871.39

JP MORGAN SECURITIES LLC
DISC COM1 PAPER
DTD 05/15/2018 02/08/2019

1,432,480.38
1,445,882.00
99.7160
2.31%
2.47%
35,724.35

NISSAN MOTOR ACCEPTANCE CORP
DISC COM1 PAPER
DTD 11/08/2018 02/19/2019

1,241,500.00
1,245,362.50
99.6290
1.99%
2.60%
32,317.71

NISSAN MOTOR ACCEPTANCE CORP
DISC COM1 PAPER
DTD 11/13/2018 03/11/2019

1,338,603.00
1,342,884.50
99.4670
2.14%
2.67%
35,861.25

THE COCA COLA COMPANY
DISC COM1 PAPER
DTD 09/12/2018 03/12/2019

1,037,295.00
1,044,330.00
99.4600
1.67%
2.47%
25,762.92





Account Number

[REDACTED]

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2018 through December 31, 2018

Asset Detail - Principal Portfolio (continued)

Cash & Cash Equivalents

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|---|------------------|-----------------------|------------------------|------------------------|-----------------------|----------------------------|------------------|----------------------------|
| Disc Comm'l Paper/Banker Accep | | | | | | | | |
| THE COCA COLA COMPANY DISC COML PAPER DTD7/26/18 3/13/19 | 19121BQD4 | 2,000,000.0000 | 1,970,840.00 | 1,989,040.00 | 99.4520 12/31/2018 | 3.18% | 2.48% | 49,275.00 |
| NATIONAL SECS CLEARING DISC COML PAPER DTD9/10/18 3/25/19 | 63763QQR1 | 1,800,000.0000 | 1,785,538.00 | 1,788,444.00 | 99.3580 12/31/2018 | 2.86% | 2.73% | 48,910.00 |
| TORONTO-DOMINION BANK DISC COML PAPER DTD 07/10/2018 06/10/2019 | 89119BTA4 | 2,750,000.0000 | 2,710,794.17 | 2,714,772.50 | 98.7190 12/31/2018 | 4.34% | 2.90% | 78,627.08 |
| Total Cash & Cash Equivalents | | | \$17,958,746.32 | \$18,041,331.24 | | 28.82% | 2.56% | \$461,281.82 |

Government Obligations

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|--|------------------|-----------------------|--------------|--------------|-----------------------|----------------------------|------------------|----------------------------|
| US Govt Agency - Discount | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% 1/4/2019 | 313384AD1 | 4,945,000.0000 | 4,927,577.12 | 4,944,357.15 | 99.9870 12/31/2018 | 7.90% | 2.30% | 113,559.84 |
| FEDL HOME LOAN BK CONS DISC 0.0000% 1/11/2019 | 313384AL3 | 3,630,000.0000 | 3,615,865.02 | 3,627,858.30 | 99.9410 12/31/2018 | 5.80% | 2.31% | 83,706.38 |
| FEDL HOME LOAN BK CONS DISC 0.0000% 1/18/2019 | 313384AT6 | 6,640,000.0000 | 6,613,843.45 | 6,632,961.60 | 99.8940 12/31/2018 | 10.57% | 2.34% | 155,336.90 |
| FEDL HOME LOAN BK CONS DISC 0.0000% 1/25/2019 | 313384BA6 | 2,250,000.0000 | 2,241,775.00 | 2,246,580.00 | 99.8480 12/31/2018 | 3.59% | 2.34% | 52,668.86 |



Account Number



Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2018 through December 31, 2018

Asset Detail - Principal Portfolio (continued)

Government Obligations

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|--------------------------------------|------------------|-----------------------|-----------------|-----------------|-----------------------|----------------------------|------------------|----------------------------|
| US Govt Agency - Discount | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% | 313384BT5 | 650,000.0000 | 647,464.64 | 648,264.50 | 99.7330 12/31/2018 | 1.04% | 2.42% | 15,684.85 |
| 2/11/2019 | | | | | | | | |
| FEDERAL NATL MTG ASSN DISC N 0.0000% | 313588CC7 | 6,185,000.0000 | 6,148,024.87 | 6,164,775.05 | 99.6730 12/31/2018 | 9.85% | 2.41% | 148,306.84 |
| 2/20/2019 | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% | 313384CC1 | 665,000.0000 | 661,009.37 | 662,825.45 | 99.6730 12/31/2018 | 1.06% | 2.41% | 16,006.37 |
| 2/20/2019 | | | | | | | | |
| FEDL HOME LOAN BK CONS DISC 0.0000% | 313384CK3 | 2,800,000.0000 | 2,783,190.28 | 2,789,556.00 | 99.6270 12/31/2018 | 4.46% | 2.42% | 67,423.60 |
| 2/27/2019 | | | | | | | | |
| Total Government Obligations | | | \$27,638,740.75 | \$27,717,178.05 | | 44.27% | 2.35% | \$652,683.64 |

Corporate Obligations

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|--------------------------------------|------------------|-----------------------|--------------|--------------|------------------------|----------------------------|------------------|----------------------------|
| Corporate Bonds | | | | | | | | |
| BANK NEW YORK MTN BK ENT 2.1000% | 06406HCP2 | 2,200,000.0000 | 2,198,152.00 | 2,199,362.00 | 99.9710 12/31/2018 | 3.51% | 2.10% | 46,200.00 |
| 1/15/2019 | | | | | | | | |
| CHEVRON CORPORATION 4.9500% 3/3/2019 | 166751AJ6 | 2,600,000.0000 | 2,656,368.00 | 2,608,164.00 | 100.3140 12/31/2018 | 4.18% | 4.93% | 128,700.00 |
| US BANCORP BONDS | | | | | | | | |
| DTD 04/24/2014 2.20% 04/25/2019 | 91159HHH6 | 1,250,000.0000 | 1,245,012.50 | 1,247,262.50 | 99.7810 12/31/2018 | 1.99% | 2.20% | 27,500.00 |
| CATERPILLAR FINANCIAL SERVICE | | | | | | | | |
| DTD 11/29/2017 2.00% 11/29/2019 | 149130ZF5 | 2,600,000.0000 | 2,573,532.00 | 2,581,280.00 | 99.2800 12/31/2018 | 4.12% | 2.01% | 52,000.00 |





Account Number



Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2018 through December 31, 2018

Asset Detail - Principal Portfolio (continued)

Corporate Obligations

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|--|------------------|-----------------------|-----------------|-----------------|-----------------------|----------------------------|------------------|----------------------------|
| Corporate Bonds | | | | | | | | |
| WELLS FARGO BANK NT 2.400% 01/15/2020 | 94988J6L7 | 2,500,000.0000 | 2,478,475.00 | 2,478,725.00 | 99.1490 12/31/2018 | 3.96% | 2.42% | 60,000.00 |
| CITIBANK NA 2.100% 06/12/2020 | 17325FAE8 | 2,000,000.0000 | 1,963,640.00 | 1,966,900.00 | 98.3450 12/31/2018 | 3.14% | 2.14% | 42,000.00 |
| Total Corporate Obligations | | | \$13,115,179.50 | \$13,061,693.50 | | 20.96% | 2.72% | \$356,400.00 |

Non-US Securities

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|------------------------------------|------------------|-----------------------|-----------------|-----------------|-----------------------|----------------------------|------------------|----------------------------|
| Non - US Corporate Bonds | | | | | | | | |
| ROYAL BK CDA 2.1500% 3/15/2019 | 78010USN8 | 2,500,000.0000 | 2,489,150.00 | 2,495,575.00 | 99.8230 12/31/2018 | 3.99% | 2.15% | 53,750.00 |
| BANK OF MONTREAL 1.5000% 7/18/2019 | 06367TH06 | 1,277,000.0000 | 1,257,972.70 | 1,267,409.73 | 99.2490 12/31/2018 | 2.02% | 1.51% | 19,155.00 |
| Total Non-US Securities | | | \$3,747,122.70 | \$3,762,984.73 | | 6.01% | 1.94% | \$72,905.00 |
| Total Principal Portfolio | | | \$62,469,798.27 | \$62,603,187.52 | | 100.00% | 2.47% | \$1,543,279.66 |
| Total Account Values | | | \$62,469,798.27 | \$62,603,187.52 | | 100.00% | 2.47% | \$1,543,279.66 |



Account Number



Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2018 through December 31, 2018

Bond Maturity Summary

| | Face Value | Par Value | Cost Basis | Market Value | Percentage of Bond Market Value |
|---------------------------|------------|----------------|-----------------|-----------------|---------------------------------|
| 2018 | | | | | |
| 2019 | | 55,792,000.000 | 55,491,769.03 | 55,631,648.28 | 92.60% |
| 2020 | | 4,500,000.000 | 4,442,115.00 | 4,445,675.00 | 7.40% |
| 2021 | | | | | |
| 2022 | | | | | |
| 2023 | | | | | |
| 2024 | | | | | |
| 2025 | | | | | |
| 2026 | | | | | |
| 2027 | | | | | |
| Ten-to-Fourteen Years | | | | | |
| Fifteen-to-Nineteen Years | | | | | |
| Twenty Years and Over | | | | | |
| Total | \$0.00 | 60,292,000.000 | \$59,933,884.03 | \$60,077,323.28 | 100.00% |

Transaction Detail

| Date | Activity | Description | Asset Identifier | Principal Cash | Cost Basis |
|-------------------|-----------|---|------------------|----------------|-----------------|
| Beginning Balance | | | | | |
| 12/03/18 | Dividend | CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 | | \$0.00 | \$62,385,221.62 |
| | | DIVIDEND FROM 11/1/18 TO 11/30/18 | 31617510S | 4,250.91 | |
| 12/03/18 | Purchases | PURCHASED 4,250.91 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 | 31617510S | (4,250.91) | 4,250.91 |
| | | TRADE DATE 12/03/18 | | | |
| 12/07/18 | Sales | SOLD 1,785,528 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 | 31617510S | 1,785,528.00 | (1,785,528.00) |
| | | TRADE DATE 12/07/18 | | | |





Account Number

Account Name

DAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2018 through December 31, 2018

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Transaction Detail (continued)

| Date | Activity | Description | Asset Identifier | Principal Cash | Cost Basis |
|----------|------------------------|---|------------------|----------------|----------------|
| 12/07/18 | Maturities/Redemptions | MATURED 2,350,000 PAR VALUE OF STANDARD CHARTERED DC/P 12/07/18 TRADE DATE 12/07/18 2,350,000 PAR VALUE AT 100 % | 88324UM75 | 2,334,901.90 | (2,334,901.90) |
| 12/07/18 | Interest | CASH RECEIPT OF INTEREST EARNED ON STANDARD CHARTERED DC/P 12/07/18 0/\$1 PV ON 2,350,000 PAR VALUE DUE 12/7/2018 2,350,000 PAR VALUE AT 100 % | 88324UM75 | 15,098.10 | |
| 12/07/18 | Purchases | PURCHASED 2,350,000 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 12/07/18 | 31617510S | (2,350,000.00) | 2,350,000.00 |
| 12/07/18 | Purchases | PURCHASED 1,800,000 PAR VALUE OF NATIONAL SECS CLEARING DC/P 3/25/19 TRADE DATE 12/07/18 PURCHASED THROUGH RBC CAPITAL MARKETS 1,800,000 PAR VALUE AT 99.196 % | 63763QQR1 | (1,785,528.00) | 1,785,528.00 |
| 12/10/18 | Sales | SOLD 2,710,794.17 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 12/10/18 | 31617510S | 2,710,794.17 | (2,710,794.17) |
| 12/10/18 | Maturities/Redemptions | MATURED 2,750,000 PAR VALUE OF TORONTO-DOMINION B DC/P 12/10/18 TRADE DATE 12/10/18 2,750,000 PAR VALUE AT 100 % | 89119BMA1 | 2,716,772.36 | (2,716,772.36) |
| 12/10/18 | Interest | CASH RECEIPT OF INTEREST EARNED ON TORONTO-DOMINION B DC/P 12/10/18 0/\$1 PV ON 2,750,000 PAR VALUE DUE 12/10/2018 2,750,000 PAR VALUE AT 100 % | 89119BMA1 | 33,227.64 | |
| 12/10/18 | Purchases | PURCHASED 2,750,000 UNITS OF FIDELITY GOVT MMKT INST CL-1 #57 TRADE DATE 12/10/18 | 31617510S | (2,750,000.00) | 2,750,000.00 |



Account Number



Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2018 through December 31, 2018

Transaction Detail (continued)

| Date | Activity | Description | Asset Identifier | Principal Cash | Cost Basis |
|----------------|-----------|---|------------------|----------------|-----------------|
| 12/10/18 | Purchases | PURCHASED 2,750,000 PAR VALUE OF TORONTO-DOMINION B DC/P 6/10/19 TRADE DATE 12/10/18 | 88119BTA4 | (2,710,794.17) | 2,710,794.17 |
| | | PURCHASED THROUGH TORONTO DOMINION SECURITIES (U 2,750,000 PAR VALUE AT 98.57433345 % | | | |
| 12/12/18 | Interest | CASH RECEIPT OF INTEREST EARNED ON CITIBANK NA 2.100% 6/12/20 0.0105/\$1 PV ON 2,000,000 PAR VALUE DUE 12/12/2018 | 17325FAE8 | 21,000.00 | |
| 12/12/18 | Purchases | PURCHASED 21,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/12/18 | 31617510S | (21,000.00) | 21,000.00 |
| 12/14/18 | Sales | SOLD 647,464.64 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/14/18 | 31617510S | 647,464.64 | (647,464.64) |
| 12/14/18 | Purchases | PURCHASED 650,000 PAR VALUE OF FEDL HOME LOAN BK CONS DISC 2/11/19 TRADE DATE 12/14/18 | 313384BT5 | (647,464.64) | 647,464.64 |
| | | PURCHASED THROUGH SALOMON BROS. 650,000 PAR VALUE AT 99.60994462 % | | | |
| Net Activity | | | | \$0.00 | \$73,576.65 |
| Ending Balance | | | | \$0.00 | \$62,459,798.27 |





BETTY T. YEE

California State Controller

**LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE**

OAKDALE IRRIGATION DISTRICT

Agency Name

Account Number

[REDACTED]

As of 01/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2018.

| | | |
|-------------------------------|----|--------------------|
| Earnings Ratio | | .00006573663340150 |
| Interest Rate | | 2.40% |
| Dollar Day Total | \$ | 15,124,053.16 |
| Quarter End Principal Balance | \$ | 164,527.18 |
| Quarterly Interest Earned | \$ | 994.20 |



BETTY T. YEE

California State Controller

**LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE**

Agency Name

OAKDALE IRRIGATION DISTRICT

Account Number

[REDACTED]

As of 01/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2018.

| | | |
|-------------------------------|----|--------------------|
| Earnings Ratio | | .00006573663340150 |
| Interest Rate | | 2.40% |
| Dollar Day Total | \$ | 3,683,318.90 |
| Quarter End Principal Balance | \$ | 40,042.55 |
| Quarterly Interest Earned | \$ | 242.13 |



BETTY T. YEE

California State Controller

**LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE**

Agency Name

OAKDALE IRRIGATION DISTRICT

Account Number

[REDACTED]

As of 01/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2018.

| | | |
|--------------------------------------|-----------|---------------------------|
| Earnings Ratio | | .00006573663340150 |
| Interest Rate | | 2.40% |
| Dollar Day Total | \$ | 15,930,353.56 |
| Quarter End Principal Balance | \$ | 173,184.02 |
| Quarterly Interest Earned | \$ | 1,047.21 |



BETTY T. YEE

California State Controller

**LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE**

Agency Name

OAKDALE IRRIGATION DISTRICT

Account Number

[REDACTED]

As of 01/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2018.

| | | |
|--------------------------------------|-----------|---------------------------|
| Earnings Ratio | | .00006573663340150 |
| Interest Rate | | 2.40% |
| Dollar Day Total | \$ | 20,718,667.74 |
| Quarter End Principal Balance | \$ | 225,239.33 |
| Quarterly Interest Earned | \$ | 1,361.98 |



BETTY T. YEE
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name

OAKDALE IRRIGATION DISTRICT

Account Number

[REDACTED]

As of 01/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2018.

| | | |
|--------------------------------------|-----------|---------------------------|
| Earnings Ratio | | .00006573663340150 |
| Interest Rate | | 2.40% |
| Dollar Day Total | \$ | 30,571,545.70 |
| Quarter End Principal Balance | \$ | 332,353.15 |
| Quarterly Interest Earned | \$ | 2,009.67 |



BETTY T. YEE
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name

OAKDALE IRRIGATION DISTRICT

Account Number

[REDACTED]

As of 01/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2018.

| | | |
|--------------------------------------|-----------|---------------------------|
| Earnings Ratio | | .00006573663340150 |
| Interest Rate | | 2.40% |
| Dollar Day Total | \$ | 33,241,952.00 |
| Quarter End Principal Balance | \$ | 361,384.00 |
| Quarterly Interest Earned | \$ | 2,185.21 |



BETTY T. YEE

California State Controller

**LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE**

Agency Name

OAKDALE IRRIGATION DISTRICT

Account Number



As of 01/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2018.

| | | |
|--------------------------------------|-----------|---------------------------|
| Earnings Ratio | | .00006573663340150 |
| Interest Rate | | 2.40% |
| Dollar Day Total | \$ | 5,064,563.00 |
| Quarter End Principal Balance | \$ | 55,058.50 |
| Quarterly Interest Earned | \$ | 332.93 |

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OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

December 31, 2018

FOR INTERNAL REPORTING PURPOSES ONLY



OAKDALE IRRIGATION DISTRICT
Decemer 31, 2018



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| OPERATING EXPENSES SUMMARY | 4 |
| CAPITAL AND DEBT EXPENDITURES | 5 |

OAKDALE IRRIGATION DISTRICT STATEMENT OF NET POSITION

DRAFT



| | For the month ending December 31, | | |
|--|-----------------------------------|-----------------------|----------------------|
| | 2018 | 2017 | Change |
| ASSETS | | | |
| Current assets: | | | |
| Cash and cash equivalents | \$ 4,140,607 | \$ 2,746,888 | \$ 1,393,719 |
| Investments | 62,603,188 | 62,913,005 | (309,817) |
| Receivables | | | |
| Annexation fees | 859,906 | 855,433 | 4,473 |
| Agricultural water fees | 212,537 | 136,630 | 75,907 |
| Due from other governmental agencies | 112,047 | 785,306 | (673,259) |
| Miscellaneous | 461,187 | 393,164 | 68,022 |
| Domestic water fees | 2,672 | 9,035 | (6,363) |
| Inventory of materials and supplies | 865,429 | 632,648 | 232,781 |
| Prepaid expenses | 574,742 | 411,543 | 163,199 |
| Due from Improvement Districts | 138,385 | 108,524 | 29,861 |
| Total current assets | 69,970,701 | 68,992,176 | 978,524 |
| Noncurrent assets: | | | |
| Accounts receivable - delinquencies | 4,325 | 7,753 | (3,428) |
| Due from other governmental agencies-Prop 1A | 101,475 | 101,475 | (0) |
| Restricted Improvement Districts' cash and cash equivalents | 1,540,348 | 1,252,103 | 288,245 |
| Annexation fees receivable | 14,107,249 | 15,463,298 | (1,356,049) |
| Investments in Tri-Dam Project | 44,976,430 | 44,976,430 | - |
| Capital assets: | | | |
| Not being depreciated | 25,523,616 | 11,279,197 | 14,244,419 |
| Being depreciated, net | 77,316,304 | 75,666,316 | 1,649,989 |
| Total noncurrent assets | 163,569,748 | 148,746,572 | 14,823,176 |
| Total assets | 233,540,449 | 217,738,748 | 15,801,701 |
| Deferred outflows of resources | | | |
| Pensions | 1,251,260 | 1,251,260 | - |
| Bonds | 3,275,706 | 3,439,491 | (163,785) |
| Total deferred outflows of resources | 4,526,966 | 4,690,751 | (163,785) |
| TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES | 238,067,415 | 222,429,499 | 15,637,916 |
| LIABILITIES | | | |
| Current liabilities: | | | |
| Payable from nonrestricted assets | | | |
| Accounts payable | 4,000,552 | 2,677,444 | 1,323,108 |
| Due to other governmental agencies | 1,428 | 30,711 | (29,283) |
| Accrued salaries, wages and related benefits | 1,194,811 | 1,165,736 | 29,075 |
| Unearned revenue | 1,876,882 | 1,078,081 | 798,801 |
| Deposits payable | 171,524 | 168,425 | 3,099 |
| Due to Improvement Districts | 114,777 | 140,782 | (26,005) |
| Claims payable | 2,800 | 2,800 | - |
| Interest expense payable | 419,126 | 431,326 | (12,200) |
| Improvement Districts' deposits payable from restricted assets | 1,540,348 | 1,252,103 | 288,245 |
| Long-term liabilities, due within one-year | 795,000 | 765,000 | 30,000 |
| Total current liabilities | 10,117,249 | 7,712,408 | 2,404,841 |
| Noncurrent liabilities: | | | |
| Long-term liabilities, due in more than one-year, net | 26,987,444 | 27,945,817 | (958,373) |
| Pensions | 4,092,625 | 4,092,625 | - |
| Total noncurrent liabilities | 31,080,069 | 32,038,442 | (958,373) |
| TOTAL LIABILITIES | 41,197,318 | 39,750,850 | 1,446,468 |
| DEFERRED INFLOWS OF RESOURCES | | | |
| Pensions | 460,188 | 460,188 | - |
| Total deferred inflows of resources | 460,188 | 460,188 | - |
| Net Position | | | |
| Net investment in capital assets | 61,645,616 | 61,645,616 | (0) |
| Unrestricted | 134,764,293 | 120,572,845 | 14,191,448 |
| TOTAL NET POSITION | \$ 196,409,909 | \$ 182,218,461 | \$ 14,191,448 |

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OAKDALE IRRIGATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
For the Month Ended December 31, 2018

| | Current Month | YTD Actual | 2018 Budget | Budget Remaining | % of 2018 Budget Remaining |
|--|---------------------|----------------------|----------------------|---------------------|----------------------------------|
| Operating revenues: | | | | | |
| Agricultural water deliver charges (base rate) | \$ 0 | \$ 1,942,231 | \$ 1,982,800 | \$ 40,569 | 2% |
| Water sales | (20,504) | 7,948,890 | 7,539,600 | (409,290) | -5% |
| Annexation Fees | 0 | 0 | 5,200,000 | 5,200,000 | 100% |
| Domestic water delivery fee | 11,278 | 216,808 | 205,000 | (11,808) | -6% |
| Improvement District Fees | 3,803 | 64,039 | 60,500 | (3,539) | -6% |
| Other water related revenues | 4,339 | 162,480 | 58,100 | (104,380) | 0% |
| Total operating revenues | (1,084) | 10,334,448 | 15,046,000 | 4,711,552 | 31% |
| Operating expenses: | | | | | |
| Operation and maintenance | 186,780 | 4,663,599 | 5,859,902 | 1,196,303 | 20% |
| Water operations | 81,085 | 3,123,787 | 2,636,171 | (487,616) | -18% |
| General and administrative | 613,368 | 3,769,590 | 5,732,500 | 1,962,910 | 34% |
| Depreciation / amortization | 0 | 2,461,142 | 2,446,500 | (14,642) | -1% |
| Total operating expenses | 881,232 | 14,018,118 | 16,675,073 | 2,656,955 | 16% |
| Operating Income (loss) | (882,317) | (3,683,669) | (1,629,073) | 2,054,596 | -126% |
| Nonoperating revenues (expenses): | | | | | |
| County property tax appropriations | 820,259 | 2,622,192 | 2,600,000 | (22,192) | -1% |
| Interest earned | 673,900 | 1,859,086 | 881,000 | (978,086) | -111% |
| Gain (loss) sale of assets | 0 | 17,398 | 0 | 0 | 0% |
| Debt service interest | (419,539) | (1,070,063) | (1,087,100) | (17,037) | 2% |
| Tri-Dam Project distributions | - | 10,559,500 | 12,200,000 | 1,640,500 | 13% |
| Tri-Dam Power Authority distributions | - | 3,691,500 | 5,400,000 | 1,708,500 | 32% |
| Total non-operating rev. (exp.) | 1,074,620 | 17,679,612 | 19,993,900 | 2,331,685 | 12% |
| | 192,304 | 13,995,943 | 18,364,827 | 4,386,282 | 24% |
| Capital contributions | - | 195,533 | - | (195,533) | 0% |
| Change in net position | \$ 192,304 | \$ 14,191,476 | \$ 18,364,827 | \$ 4,190,749 | 23% |
| Capital expenditures & debt obligations | \$ 2,514,069 | \$ 17,942,547 | \$ 17,765,950 | \$ (176,597) | -1% |

**OAKDALE IRRIGATION DISTRICT
REVENUES - DETAIL
For the Month Ended December 31, 2018**

DRAFT



| | Current Month | YTD Actual | 2018 Budget | Budget Remaining | % of 2018 Budget Remaining |
|---------------------------------------|---------------------|----------------------|----------------------|---------------------|----------------------------------|
| OPERATING REVENUES | | | | | |
| Agricultural water service fees | | | | | |
| Tier 1 | - | \$ 1,719,337 | \$ 1,701,900 | \$ (17,437) | 0% |
| Tier 2 | - | 222,894 | 225,300 | 2,406 | 1% |
| Tier 3 | - | - | 55,600 | 55,600 | 100% |
| Water sales | | | | | |
| Tier 1 | (13,738) | 581,348 | 511,000 | (70,348) | -14% |
| Tier 2 | - | 799,444 | 653,600 | (145,844) | -22% |
| Tier 3 | - | - | 875,000 | 875,000 | 100% |
| Local out-of-district | - | 306,298 | 500,000 | 193,702 | 0% |
| Out-of-district | (6,766) | 6,261,800 | 5,000,000 | (1,261,800) | 0% |
| Annexation fees | - | - | 5,200,000 | 5,200,000 | 100% |
| Domestic water sales | 11,278 | 216,808 | 205,000 | (11,808) | -6% |
| Improvement District fees | 3,803 | 64,039 | 60,500 | (3,539) | -6% |
| Miscellaneous revenues | | | | | |
| Penalties | 455 | 29,305 | 21,500 | (7,805) | 0% |
| Transfer fees | 168 | 3,435 | 6,000 | 2,565 | 43% |
| District rental properties | 40 | 6,000 | 15,600 | 9,600 | 62% |
| Miscellaneous revenue | 3,676 | 123,740 | 15,000 | (108,740) | 0% |
| Total Operating Revenue | (1,084) | 10,334,448 | 15,046,000 | 4,711,552 | 31% |
| NONOPERATING REVENUES | | | | | |
| County property tax appropriations | 820,259 | 2,622,192 | 2,600,000 | (22,192) | -1% |
| Investment earnings | | | | | |
| Investment earnings | 527,227 | 1,388,021 | 400,000 | (988,021) | -247% |
| Interest income | 146,673 | 471,065 | 481,000 | 9,935 | 2% |
| Gain (loss) sale of assets | - | 17,398 | - | (17,398) | 0% |
| Tri-Dam Project distributions | - | 10,559,500 | 12,200,000 | 1,640,500 | 13% |
| Tri-Dam Power Authority distributions | - | 3,691,500 | 5,400,000 | 1,708,500 | 32% |
| Total Nonoperating Revenues | 1,494,159 | 18,749,675 | 21,081,000 | 2,331,325 | 11% |
| Capital Contributions | - | 195,533 | - | (195,533) | 0% |
| TOTAL REVENUES | \$ 1,493,075 | \$ 29,279,657 | \$ 36,127,000 | \$ 6,847,343 | 19% |

**OAKDALE IRRIGATION DISTRICT
OPERATING EXPENSES SUMMARY
For the Month Ended December 31, 2018**

DRAFT



| | Current Month | YTD Actual | 2018 Budget | Budget Remaining | % of 2018 Budget Remaining |
|--|---------------------|----------------------|----------------------|---------------------|----------------------------------|
| OPERATING EXPENSES | | | | | |
| MAINTENANCE | | | | | |
| SSJID Main Supply Diversion Works | \$ 981 | \$ 10,640 | \$ 38,000 | \$ 27,360 | 72% |
| North Main Canal Maintenance | 4,816 | 96,263 | 472,500 | 376,237 | 80% |
| South Main Canal Maintenance | 12,704 | 189,939 | 351,400 | 161,461 | 46% |
| Irrigation Water Lateral Maintenance-North Side | 48,766 | 1,407,041 | 1,870,700 | 463,659 | 25% |
| Irrigation Water Lateral Maintenance - South Side | 33,247 | 1,341,222 | 1,507,700 | 166,478 | 11% |
| Pumping Plant Operations and Maintenance | 8,681 | 393,753 | 533,654 | 139,901 | 26% |
| Drainage System Maintenance | 5,893 | 204,133 | 305,100 | 100,967 | 33% |
| Building and Grounds Maintenance | 36,266 | 448,361 | 255,500 | (192,861) | -75% |
| Vehicle and Equipment Maintenance | 35,427 | 572,246 | 525,348 | (46,898) | -9% |
| TOTAL MAINTENANCE | 186,780 | 4,663,599 | 5,859,902 | 1,196,303 | 20% |
| WATER OPERATIONS | | | | | |
| Domestic Water System Maintenance | 22,236 | 242,287 | 291,471 | 49,184 | 17% |
| Irrigation Water Operations - North Division | 24,770 | 1,463,453 | 1,135,400 | (328,053) | -29% |
| Irrigation Water Operations - South Division | 24,652 | 1,369,456 | 1,132,900 | (236,556) | -21% |
| Drainage Water Operations | 6,731 | 12,160 | 18,600 | 6,440 | 35% |
| Water Measurement Management | 2,696 | 36,431 | 57,800 | 21,369 | 37% |
| TOTAL WATER OPERATIONS | 81,085 | 3,123,787 | 2,636,171 | (487,616) | -18% |
| GENERAL, ADMINISTRATION, AND DEPRECIATION | | | | | |
| General and Administration | 613,368 | 3,769,590 | 5,732,500 | 1,962,910 | 34% |
| Depreciation and Amortization | 0 | 2,461,142 | 2,446,500 | (14,642) | -1% |
| TOTAL GENERAL, ADMINISTRATION, AND DEPR. | 613,368 | 6,230,731 | 8,179,000 | 1,948,269 | 24% |
| TOTAL OPERATING EXPENSES | 881,232 | 14,018,118 | 16,675,073 | 2,656,955 | 16% |
| NONOPERATING EXPENSES | | | | | |
| Interest expense | 419,539 | 1,070,063 | 1,087,100 | 17,037 | 2% |
| TOTAL NONOPERATING EXPENSES | 419,539 | 1,070,063 | 1,087,100 | 17,037 | 2% |
| TOTAL OPERATING AND NONOPERATING EXPENSES | \$ 1,300,771 | \$ 15,088,181 | \$ 17,762,173 | \$ 2,673,992 | 15% |

OAKDALE IRRIGATION DISTRICT
CAPITAL AND DEBT EXPENDITURES
For the Month Ended December 31, 2018

DRAFT



| GL ACCOUNT NO. | GL DESCRIPTION | PROJECT DESCRIPTION | 2018 YTD ACTUAL | 2018 BUDGET |
|---|----------------------------------|--|-----------------|---------------|
| 00-000-15200-00 | Capital Work | Capital construction projects as per WRP (baseline CIP) | \$ 902,920 | \$ 2,100,000 |
| 00-000-15200-00 | | Capital construction projects as per WRP (modernization) | 2,733,253 | 3,000,000 |
| 00-000-15200-00 | | Two-Mile Bar Tunnel | 12,746,779 | 10,500,000 |
| 00-000-15150-00 | Ag Pumping Plants | Major repairs | 2,588 | 50,000 |
| 00-000-15181-00 | Backhoes / Heavy Eq. | Motor Grader | - | 345,000 |
| | | Front-end wheel loader (budgeted in 2017, approved by BOD Jan. 18) | 249,989 | - |
| 00-000-15183-00 | Miscellaneous Construction | Electric vibrator, 10 ft. shaft | - | 1,500 |
| | | Trash pump, 2" (6) | 7,064 | 5,100 |
| | | Generator, 5.6 KW with electric start (3) | 3,398 | 8,100 |
| | | Vibratory rammer, with wheel kit (2) | 14,772 | 7,800 |
| | | Air compressor, 175 PSI with electric start (5) | 9,423 | 12,000 |
| | | Pump, portable 4" or 6" | - | 45,000 |
| 00-000-15184-00 | Autos/Pickups/Trucks/ Trailers | RTV trailer | 3,000 | 5,500 |
| | | Chemical tanks for pesticide trucks (2) | - | 17,000 |
| | | Tilt-bed trailer | 15,063 | 17,000 |
| | | 1/2-ton pickup for DSOs | 25,457 | 30,000 |
| | | 1/2-ton 4 wheel drive pickup for DSOs | 28,250 | 32,000 |
| | | 3/4-ton pickup with utility bed (SCADA) | 40,674 | 35,000 |
| | | 2-ton service truck (diesel) | 117,736 | 125,000 |
| | | Dump truck, 3-axle (diesel) | - | 220,000 |
| | | 1.5-ton crew truck (4) | 195,728 | 230,000 |
| 00-000-15185-00 | Shop/Warehouse/ Yard Buildings | Pallet racking system for warehouse | 1,843 | 3,000 |
| | | Yard chain link fencing with 80% privacy fabric | - | 17,500 |
| 00-000-15186-00 | Shop/Warehouse/ Yard Equipment | Base station / AlertMicro docking module | 1,382 | 1,750 |
| | | Spill containment pallets (2) | 2,720 | 3,500 |
| | | Wheel/tire balancer unit | - | 5,000 |
| | | Porta coolers | 5,850 | 6,000 |
| | | 20' storage containers (2) | - | 7,000 |
| | | Steel roller / bender machine | 9,526 | 10,000 |
| 00-000-15187-00 | Office and Engineering Equipment | Computer Workstation (New Asst. Engineer) | - | 3,000 |
| | | Ergonomic workstation furniture (CFO) | - | 4,200 |
| | | Copier, with letter & legal capacity, feeder (2) | 4,703 | 5,000 |
| | | Computer workstations | 11,146 | 10,000 |
| | | Ergonomic workstation modules and furniture (front office) | 27,267 | 39,000 |
| 00-000-15189-00 | Office and Yard -Prop. | Headquarter project design | - | 100,000 |
| | | Yard Security Cameras | 8,508 | - |
| TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES | | | 17,169,039 | 17,000,950 |
| 00-000-22320-00 | Current - COP Debt | Principal payment of Series 2016 COP | 765,000 | 765,000 |
| TOTAL CAPITAL AND DEBT EXPENDITURES | | | \$ 17,942,547 | \$ 17,765,950 |

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 7
APN: 229-06-012

SUBJECT: APPROVE DENIAL OF REQUEST TO WAIVE THE \$40.40 LATE PENALTY CHARGE ON VOLUMETRIC WATER USAGE (APN: 229-06-012 - CORREIA)

RECOMMENDED ACTION: Deny Request to Waive the Late Penalty Charge of \$40.40 on the Volumetric Water Usage

BACKGROUND AND/OR HISTORY:

Jose and Alexandria Correia are OLD Irrigation water customers. They have owned the property located at 24544 E Lone Tree Road, Escalon since prior to the implementation of volumetric charges.

On February 11, 2019, the District received a call from Lisa Correia, daughter-in-law to the property owners, requesting a waiver of the \$40.40 penalty charged on the account. The penalty was assessed on the volumetric charges that were originally due on December 31, 2018, but not paid until February 19, 2019. The claimant stated that she did not receive the bill that was mailed in November for the referenced property. The owners have another property for which the bill was received and paid timely. The late fees were applied in accordance with District Policy.

As of February 19, 2019, their account was paid in full except for the \$40.40 penalty balance.

In accordance with California Water Code section 26000, the Board shall order the Treasurer, to cancel or modify an assessment when it finds that any property has been:

- (a) Assessed in any year more than once.
- (b) Assessed by reason of a clerical error for more than its cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in district.

FISCAL IMPACT: \$40.40

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 8
APN: N/A

SUBJECT: APPROVE BOARD ATTENDANCE AT THE ACWA AND JPIA SPRING CONFERENCE MAY 6-10, 2019 IN MONTEREY, CALIFORNIA

RECOMMENDED ACTION: Approve Directors' Attendance at the ACWA and JPIA Spring Conference May 6 – 10, 2019 in Monterey, California

BACKGROUND AND/OR HISTORY:

The JPIA Spring Conference is scheduled for May 6 -7 and the ACWA Conference is scheduled for May 7-10 in Monterey, CA. This is being brought to the Board for approval of the Directors' attendance at the conference.

There is no charge for attendance to the JPIA Spring Conference but special fees may apply to some specific professional training sessions that occur during this time. Check with Administrative Staff if you are interested in attending any of these fee based sessions.

FISCAL IMPACT: Full Conference Early Registration is \$725 (if by April 19, 2019).

ATTACHMENTS:

- Preliminary Agenda for Spring Conference
- Registration, Meals & Hotel Pricing

Board Motion:

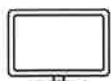
Motion by: _____ **Second by:** _____

VOTE:

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

Action(s) to be taken:

REGISTRATION, MEALS AND HOTEL PRICING SHEET



REGISTER ONLINE

Register online by **April 19, 2019** at www.acwa.com to take advantage of the advance pricing.



REGISTER ON SOMEONE'S BEHALF

Select from a list of people affiliated with your company in your account. If the registrant is not listed, you will need to create a Portal profile for the registrant before registering.

| REGISTRATION OPTIONS <i>Advantage pricing applies to ACWA public agency members, associates & affiliates. Standard pricing applies to non-members of ACWA.</i> | ADVANCE DEADLINE: 4/19/19 | | ONSITE | |
|---|------------------------------|----------|-----------|----------|
| | ADVANTAGE | STANDARD | ADVANTAGE | STANDARD |
| Full Conference Registration & Meals Package | \$725 | N/A | N/A | N/A |
| Full Conference Registration Only (meals sold separately) | \$580 | \$870 | \$600 | \$890 |
| One-Day Conference Registration (meals sold separately) Wednesday: Registration includes Welcome Reception on Tuesday evening -OR- Thursday: Registration includes ability to purchase a ticket for Friday breakfast | \$345 | \$520 | \$365 | \$540 |
| Guest Conference Registration (meals sold separately) Guest registration is not available to anyone with a professional reason to attend. | \$75 | \$75 | \$75 | \$75 |
| MEAL FUNCTIONS | ADVANCE | | ONSITE | |
| Wednesday Opening Breakfast - May 8 | \$50 | | \$55 | |
| Wednesday Luncheon - May 8 | \$55 | | \$60 | |
| Thursday Networking Continental Breakfast - May 9 | \$40 | | \$45 | |
| Thursday Luncheon - May 9 | \$55 | | \$60 | |
| Thursday Dinner - May 9 | \$70 | | \$75 | |
| Friday Breakfast - May 10 | \$50 | | \$55 | |

HOTEL INFORMATION

You must be registered for the ACWA conference in order to receive hotel reservation information and conference special room rate. **Conference special rate is available February 18 - April 15**, based on availability.

HOTELS

Monterey Marriott (350 Calle Principal)
Single/Double \$226/night + taxes & fees

Portola Hotel (2 Portola Plaza)
Single/Double \$215/night* + taxes & fees

Hotel Pacific (300 Pacific Street)
Single/Double \$225/night* + taxes & fees

DEADLINE FOR HOTEL GROUP RATE IS APRIL 15, 2019

IMPORTANT DATES

For those **registering for conference prior to February 18**, hotel information will be provided via e-mail on February 18.

For those registering for conference from **February 18 to April 15**, your confirmation e-mail will include hotel reservation information and an opportunity to receive a conference special hotel rate.

QUESTIONS?

Contact us at (888) 666-2292

Registration Cancellation deadline: April 19, 2019 4:30 p.m. (PST)

Conference terms and conditions available at acwa.com in the event section.



ACWA 2019 Spring Conference & Exhibition

PRELIMINARY AGENDA

May 7-10, 2019 • Monterey

ACWA JPIA - MONDAY, MAY 6

8:30 - 10:00 AM

- ACWA JPIA Program Committee

10:15 - 11:15 AM

- ACWA JPIA Executive Committee

1:30 - 4:00 PM

- ACWA JPIA Board of Directors

4:00 - 5:00 PM

- ACWA JPIA Town Hall

5:00 - 6:00 PM

- ACWA JPIA Reception

TUESDAY, MAY 7

8:00 AM - 9:45 AM

- Agriculture Committee

8:00 AM - 6:00 PM

- Registration

8:30 AM - Noon

- ACWA JPIA Seminars

9:00 AM - 4:00 PM

- ACWA Legal Briefing & CLE Workshop

10:00 - 11:45 AM

- Groundwater Committee
- Local Government Committee

11:00 AM - Noon

- Outreach Task Force

Noon - 2:00 PM

- ACWA 101 & Luncheon
- Committee Lunch Break

1:00 - 2:45 PM

- Energy Committee
- Finance Committee
- Scholarship & Awards Subcommittee
- Water Management Committee

1:30 - 3:30 PM

- ACWA JPIA: Sexual Harassment Prevention for Board Members & Managers (AB 1825)

3:00 - 4:45 PM

- Communications Committee
- Federal Affairs Committee
- Membership Committee
- Water Quality Committee

5:00 - 6:30 PM

- Welcome Reception in the Exhibit Hall

WEDNESDAY, MAY 8

7:30 AM - 5 PM

- Registration

8:00 - 9:45 AM

- Opening Breakfast (*Ticket Required*)

8:30 AM - Noon & 1:30 - 6:00 PM

- Exhibit Hall

10:00 - 11:30 AM

- Attorneys Program
- Energy Committee Program
- Exhibitor Demos
- Finance Program
- Region Issue Forum
- Statewide Issue Forum
- Water Industry Trends Program

11:30 - 11:45 AM

- Networking in the Exhibit Hall

11:45 AM - 1:45 PM

- General Session Luncheon (*Ticket Required*)

2:00 - 3:15 PM

- Attorney Program
- Communications Committee Program
- Energy Committee Program
- Exhibitor Case Study
- Region Program
- Statewide Issue Forum
- Water Industry Trends Program

3:30 - 4:45 PM

- Aquatic Resources Subcommittee
- Exhibitor Case Study
- Finance Program
- Local Government Committee
- Statewide Issue Forums
- Water Industry Trends Program

3:30 - 5:30 PM

- Legal Affairs Committee

5:00 - 6:00 PM

- Prize Drawing Fiesta Night in the Exhibit Hall

5:30 - 7:00 PM

- CalDesal Hosted Mixer
- Jacobs Hosted Reception

THURSDAY, MAY 9

7:30 AM - 4 PM

- Registration

7:45 - 9:15 AM

- Regions 6-10 Membership Meetings

8:00 AM - Noon

- Exhibit Hall

8:00 - 9:15 AM

- Networking Continental Breakfast, Exhibit Hall (*Ticket Required*)

9:30 - 11:00 AM

- Attorneys Program
- Exhibitor Demos
- Finance Program
- Region Issue Forum
- Statewide Issue Forum
- Water Industry Trends Program

9:30 - 11:45 AM

- Ethics Training (AB 1234) - *Limited Seating*

11:00 - 11:30 AM

- Prize Drawings in the Exhibit Hall

11:45 AM - 1:45 PM

- General Session Luncheon (*Ticket Required*)

2:00 - 3:15 PM

- Attorneys Program
- Exhibitor Case Studies
- Federal Issues Forum
- Statewide Issue Forum
- Water Industry Trends Program

3:30 - 5 PM

- Regions 1-5 Membership Meetings

6:00 - 7:00 PM

- Gen Jam Reception

7:00 - 10:00 PM

- Dinner & Entertainment (*Ticket Required*)

FRIDAY, MAY 10

8:00 - 9:30 AM

- Registration

8:30 - 10:00 AM

- ACWA's Hans Doe Past Presidents' Breakfast in Partnership with ACWA JPIA (*Ticket Required*)

OTHER EVENTS

TUESDAY, MAY 7

7:00 AM - 4 PM

- ACWA Spring Conference Golf Tournament

THURSDAY, MAY 9

6:45 - 8:30 AM

- San Joaquin Valley Agricultural Water Committee

All conference programs are subject to change.

Last modified: January 29, 2019

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 9
APN: N/A

SUBJECT: APPROVE AMENDMENT NO. 07 TO PROFESSIONAL SERVICES AGREEMENT 2011-PSA-008 WITH DAVIDS ENGINEERING, INC. FOR REVISED HOURLY RATE SCHEDULE AND AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Authorize General Manager to Execute Amendment No. 07 to Professional Services Agreement 2011-PSA-008 with Davids Engineering, Inc. for Revised Hourly Rate Schedule

BACKGROUND AND/OR HISTORY:

The District has a Professional Services Agreement (PSA) with Davids Engineering, Inc. It is anticipated that Davids Engineering, Inc. will continue to provide technical support for the District. Exhibit "B" Hourly Billing Rate Schedule to the Professional Services Agreement has been revised and is attached for the Board's review along with a rate schedule summary. Rates will be effective January 1, 2019.

Staff recommends that the Board approve Amendment No. 07, effective January 1, 2019 and authorize the General Manager to execute Amendment No. 07 to amend Professional Services Agreement 2011-PSA-008.

FISCAL IMPACT: Unknown at this time

ATTACHMENTS:

- Contract Amendment No. 07 with Revised Exhibit "B"
 - Rate Schedule Summary
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



**OAKDALE IRRIGATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
2011-PSA-008 - AMENDMENT NO. 07**

WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, made this 1st day of January, 2019, by and between Oakdale Irrigation District, hereinafter called the "District" and Davids Engineering, Inc. hereinafter called the "Consultant" agrees to furnish at its own expense, all the labor, equipment, and material necessary to do and perform in a good and workmanlike manner all the necessary work as needed by District per this AMENDMENT.

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

1. Revise the **Exhibit "B"** Hourly Billing Rate Schedule to change the Labor, Vehicle and Equipment Rates as reflected in **Exhibit "B" Revised** (attached).

Exhibit "B" has been revised and attached reflecting the above changes.

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

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

OAKDALE IRRIGATION DISTRICT

DAVIDS ENGINEERING, INC.

Steve Knell, P.E.
General Manager

Name: Grant Davids, P.E.
Title: President

Date: _____

Date: _____

Exhibit "B" REVISED**Table 1**

| Davids Engineering, Inc. Labor Rates Effective January 1, 2019 | |
|---|--------------------|
| Labor Classification | Hourly Rate |
| Sr. Principal Engineer | 229.00 |
| Principal Engineer | 216.00 |
| Supervising Engineer/Scientist | 196.00 |
| Senior Engineer/Scientist | 179.00 |
| Associate Engineer/Scientist II | 166.00 |
| Associate Engineer/Scientist I | 157.00 |
| Staff Engineer/Scientist II | 147.00 |
| Staff Engineer/Scientist I | 131.00 |
| Graduate Engineer/Scientist | 113.00 |
| Engineering Intern II | 65.00 |
| Engineering Intern I | 43.00 |
| Student Intern | 22.00 |
| Technical/Project Assistant | 97.00 |
| Secretary/Clerical II | 89.00 |
| Secretary/Clerical I | 76.00 |

Note: labor rates are subject to revision at the beginning of each calendar year.

Table 2

| Davids Engineering, Inc. Vehicle and Equipment Rates Effective January 1, 2019 | |
|---|----------------------|
| Item | Rate |
| Automobiles | current federal rate |
| Field vehicle (4 x 4) | \$1.00/mile |
| SonTek RiverSurveyor M9 ADCP | \$285.00/day |
| SonTek FlowTracker Handheld ADVN | \$60.00/day |
| Fuji Electric Portaflow-C Transit Time Meter | \$105.00/day |
| Pressure Transducer | \$50.00/month |
| SCADA Equipment and Materials | at cost |
| Color plotter | \$7.00/sq. ft. |

Note: equipment rates are subject to revision at the beginning of each calendar year.

Davids Engineering, Inc
2011-PSA-008

Rate Schedule

| Classification | 2011 | 2012 | 2013 | 2015 | 2016 | 2017 | 2018 | 2019 | Avg Annual % Increase Since 2011 |
|---------------------------------|--------|--------|--------|--------|---------|--------|--------|--------|-------------------------------------|
| Sr. Principal Engineer | \$ 198 | \$ 200 | \$ 200 | \$ 206 | \$ 210 | \$ 215 | \$ 220 | \$ 229 | 1.96% |
| Principal Engineer | \$ 175 | \$ 180 | \$ 185 | \$ 193 | \$ 197 | \$ 202 | \$ 207 | \$ 216 | 2.93% |
| Supervising Engineer/Scientist | \$ 157 | \$ 162 | \$ 167 | \$ 175 | \$ 179 | \$ 183 | \$ 188 | \$ 196 | 3.11% |
| Senior Engineer/Scientist | \$ 144 | \$ 149 | \$ 153 | \$ 161 | \$ 164 | \$ 168 | \$ 172 | \$ 179 | 3.04% |
| Associate Engineer/Scientist II | \$ 134 | \$ 138 | \$ 142 | \$ 149 | \$ 152 | \$ 155 | \$ 159 | \$ 166 | 2.99% |
| Associate Engineer/Scientist I | \$ 126 | \$ 130 | \$ 134 | \$ 141 | \$ 144 | \$ 147 | \$ 151 | \$ 157 | 3.08% |
| Staff Engineer/Scientist II | \$ 118 | \$ 120 | \$ 125 | \$ 132 | \$ 135 | \$ 138 | \$ 141 | \$ 147 | 3.07% |
| Staff Engineer/Scientist I | \$ 106 | \$ 108 | \$ 112 | \$ 118 | \$ 120 | \$ 123 | \$ 126 | \$ 131 | 2.95% |
| Graduate Engineer/Scientist | \$ 94 | \$ 95 | \$ 98 | \$ 101 | \$ 103 | \$ 105 | \$ 108 | \$ 113 | 2.53% |
| Technical/Project Assistant | \$ 79 | \$ 80 | \$ 82 | \$ 87 | \$ 89 | \$ 91 | \$ 93 | \$ 97 | 2.85% |
| Secretary/Clerical II | \$ 71 | \$ 72 | \$ 75 | \$ 79 | \$ 81 | \$ 83 | \$ 85 | \$ 89 | 3.17% |
| Secretary/Clerical I | \$ 61 | \$ 62 | \$ 64 | \$ 68 | \$ 69 | \$ 71 | \$ 73 | \$ 76 | 3.07% |
| Engineering Intern I | N/A | \$ 36 | \$ 36 | \$ 39 | \$ 40 | \$ 40 | \$ 41 | \$ 43 | 2.78% |
| Engineering Intern II | | | | | \$ 60 | \$ 60 | \$ 62 | \$ 65 | 4.17% |
| Student Intern | | | | | \$ 20 | \$ 20 | \$ 21 | \$ 22 | 5.00% |
| | | | | | Average | | | | 3.11% |

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 10
APN: N/A

SUBJECT: APPROVE AWARD OF BID TO GARTON TRACTOR FOR ONE (1) –16K TILT-BED TRAILER

RECOMMENDED ACTION: Approve Award of Bid to Garton Tractor for One (1) – 16K Tilt Bed Trailer

BACKGROUND AND/OR HISTORY:

Staff solicited bids from five (5) vendors, Garton Tractor, Tri-West Tractor, Ahern Rental, United Rentals and Bonander Trailer. Of the five vendors, two bids were received. Garton Tractor provided the lowest responsive bid of \$14,927.06 for one (1) each 16K tilt bed trailer.

Staff's recommendation is to purchase one (1) – 16K Tilt-Bed Trailer from Garton Tractor for a total amount of \$14,927.06. The amount budgeted for 2019 was \$17,000.00.

FISCAL IMPACT: \$14,927.06 (Budget \$17,000.00)

ATTACHMENTS:

- Bid Specifications
- Bidder's List
- Bidder's Response

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT **ONE (1) EACH 16K TILT – BED TRAILER**

Item No. 001 – One (1) each 16K tilt-bed trailer Specifications:

- Hitch: Rated Pintle Eye with multi position mounting plate for various hitch heights ranging from 20" to 26.5"
- Jack: 10,000lbs. capacity or greater with drop leg
- Safety Chains: Two (2) each 3/8" x Grade 70 high test cadmium plated with slip hooks and safety latches
- Deck Latch: Over-center type with tension adjustment and safety pin
- Cushion Cylinder: 3"x12" with internal metered flow to cushion loading and unloading, or equivalent
- Load Securement: Twelve (12) each, six (6) per side 1" D-Ring type mounted on outside of frame rails, twelve (12) each, six (6) per side stake pockets
- Axles: Two (2) each 8,000lb. capacity
- Hubs: Eight (8) bolts on 6.5 bolt circle with 5/8" flange type lug nuts or equivalent
- Brakes: 12 1/4" x 2" minimum electric brakes, both axles with 12 volt breakaway kit with battery
- Suspension: Rubber torsion
- Wheels: Five (5) each 17.5" x 6.75" eight (8) hole disc type 6.5 bolt circle or equivalent
- Tires: Five (5) each 215/75R 16 radial load range H or equivalent
- Lights: All vehicle lighting to meet current vehicle lighting standards as of this date, per the Department of Transportation (DOT) and the Federal Motor Vehicle Safety Standards (FMVSS).
- Decking: 2" rough surface No.1 grade Fir with fasteners at all cross members or equivalent

Item No. 001 – One (1) each 16K tilt-bed trailer Specifications – continued

- Paint: Painted with a primer and two (2) coats of durable Fleet White urethane enamel paint.
- Main Frame: 6" x 3" x ¼" Tube – ASTM A500B or structural "C" channel – ASTM A-36 or equivalent
- Deck Cross Members: 3" x 1½" x 1/8" Tube – ASTM A500B or structural "C" channel – ASTM A-36 or equivalent
- Deck Perimeter Rails: 6" x 3" x ¼" Tube – ASTM A500B or structural "C" channel ASTM – 36 or equivalent. Railing to not extend above the top of the deck.
- Trailer Dimensions: Overall length 26', Deck width 82.5" minimum between fenders, Deck length 20.5' with 4' stationary front deck, Deck height 24" - 26" (loaded) or equivalent. Stationary front deck is mandatory.
- Solid front bulkhead mounted
- Maximum load angle of tilt bed not to exceed 14 degrees
- Storage tool box/tray mounted in tongue section of frame

Vendor List for Trailers



Oakdale Irrigation District
Tilt Bed Trailer Bidders List
February 6, 2019

Tri-West Tractor

6281 South Front Road
Livermore, CA 94550
925-455-8200
Attn: Randy Cram

Ahern Rental

1419 South Seventh Street
Modesto, CA 95351
209-571-5000
Attn: Mario Medina

United Rentals

1331 Caldwell Avenue
Modesto, CA 95350
209-521-6250
209-595-4002
Attn: Christine Middleton

Bonander Trailer

4401 N. Golden State Blvd.
Turlock, CA 95382
209-668-3340
Attn: Keith Mello

Garton Tractor

5933 McHenry Ave.
Modesto, CA 95356
209-538-0911
209-552-5986
Attn: Scott Kuhlwein



1205 East F Street, Oakdale, CA 95361- 209-847-0341 - Fax: 209-847-3468 - www.oakdaleirrigation.com

REQUEST FOR BID

THIS IS NOT AN ORDER

Bid Number: 2019-001
Date Mailed: 02/07/2019
Return No Later Than: 9 A.M. on 02/26/2019

Instructions:

1. Read Instructions and conditions on reverse side before quoting.
2. Quote on each item separately.
3. Specify how many are in the unit of the product you are quoting.
4. State warranty period, if any, on equipment and maintenance agreement terms.
5. Price quoted FOB destination, unless otherwise stated.
6. Complete and sign all pages of the quotation. Any unsigned quotation will be considered non-responsive and void.
7. Return this form and all attachments, keeping one copy for your reference. Show bid number on outside of envelope if one is given.

Received

FEB 26 2019

Oakdale ID
Counter

Send a price on the following: If the price (s) does not include shipping, quote estimated shipping cost. If you are the qualifying low bid, you will be notified by phone or mail within 14 days or less.

| <u>Item No.</u> | <u>Qty</u> | <u>Unit</u> | <u>Description</u> | <u>Mfg Brand and or Trade Name</u> | <u>Unit Price</u> | <u>Amount</u> |
|-----------------|------------|-------------|--|------------------------------------|-------------------|---------------|
| 001 | 1 | Ea. | 16K Tilt-Bed Trailer See the attached specification sheet for details Include and specify <u>ALL</u> fees. Include documentation and licensing. All taxes included. Provide ETA to Oakdale Irrigation District for delivery. Price quoted is FOB destination. Return Bid by the date and time noted above via email, mail or hand delivered to the Attention of: Jason R. Jones, Support Services Manager Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361 jjones@oakdaleirrigation.com Please email Jason Jones if there are any questions or clarifications need. | | | |

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES. THIS IS REQUIRED BY LABOR CODE SECTION 6382 AND 6090 GENERAL INDUSTRIAL SAFETY ORDER SECTION 519, TITLE 8 CA ADMIN CODE, MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT.

| | | |
|---|---|--|
| We agree to furnish the above articles and/or services at the price shown and terms stated, subject to the instructions and conditions on both sides of this form. | 933047 Business License No. 34-1728676 Federal ID No. SDV INC 29-642777 Ca. Sales or Use Tax Permit No. | Subject to cash discount of <u>0</u> % in <u> </u> days Cash Discount of less than 15 days will be considered net. Quotations are FOB <u>0</u> <u>QUOTE DEL AT MODESTO</u> Delivered unless otherwise specified <u>45 DAYS</u> Complete delivery will be made in <u> </u> days from receipt of order unless otherwise indicated |
| Company Name: <u>GARCON TRACTOR, INC.</u> Address: <u>5933 MCINTOSH AVE, MODESTO CA 95356</u> Authorized Signature: <u>[Signature]</u> Title: <u>SALES</u> Phone: <u>209-538-0911</u> 800 No <u>1-800-777-TRACTOR</u> Fax No.: <u>209-538-3617</u> | | |

5933 McHenry Avenue
Modesto, CA 95356
(209)538-0911
Fax (209)538-3617



Quality People Quality Products®

1-877-TRACTOR

(1-877-872-2867)

www.GartonTractor.com

RETAIL PURCHASE ORDER

Buyer: Oakdale Irrigation District Attention: Jason Jones 209-840-5535 Bid # 2019-001 Date: 2/26/2019
Address: 1205 East F Street City, State: Oakdale, Calif. Zip: 95361
Invoice No: _____ Date: _____ Phone #: 209-847-0341 P.O. # 34914 Sales Tax District: Stanislaus
E-Mail: _____

| New or Used | Make | Model | Serial # | Stock # | Description | Amount |
|--|----------|---------|---------------|---------|--|------------------------------------|
| New | TrailMax | T-16-UT | Special Order | | 1 - New 2019 TrailMax, Model # 15753, T-16-UT (4+16) | |
| | | | | | *****AS SPECIFIED***** | |
| | | | | | 18,000 lb - GVWR 13820 lb Capacity | |
| | | | | | Base Trailer Weight - 4180 lb's | |
| | | | | | Lunette Eye Hitch. | |
| | | | | | 2 - 8,000 lb Axles with Rubber Torsion Suspension. | |
| | | | | | 12.25" x 3 3/8" Electric Brakes Both Axles. | |
| | | | | | 17.5" x 6.75", 8 Hole, 6.5" Bolt Circle. | |
| | | | | | Quantity 5 - 215/75R 17.5 Radial Load Range H & Spare Tire Carrier | \$12,868.00 |
| | | | | | Lockable Toolbox & Open Tool Tray. | |
| TRADE-INS: Buyer Certifies Below Trade-Ins to be free of encumbrances except as noted. | | | | | | Freight: \$720.00 |
| Year | Make | Model | Serial # | Stock # | Description | Trade-In Allowance |
| | | | | | | Subtotal: \$13,588.00 |
| | | | | | | Tax Rate: 7.875% \$1,070.08 |
| | | | | | | Cal. Tire Tax: \$7.00 |
| | | | | | | Predelivery \$160.00 |
| | | | | | | Ca. License \$102.00 |
| Trade-In Allowance Amount Owning \$ - Net Trade-In Allowance | | | | | | Total Delivered Price: \$14,927.06 |

"Trade-In's must be turned in or picked up no later than 5 days after delivery of purchased equipment."

Financing Terms:

Quote Reflects Cash Sale

*****NOTE: CUSTOMER PICK UP AT GARTON TRACTOR DUE TO HITCH*****

Trade-In Allowance _____
Less Cash Down Payment _____
Total Down Payment _____
Unpaid Balance **\$14,927.06**
PD Insurance: _____
Other Charges: _____
AMOUNT FINANCED OR DUE ON DELIVERY \$14,927.06

| | |
|---------|--|
| Initial | _____ SAFETY OR OPERATION/MAINTENANCE PROCEDURES: BUYER acknowledges receipt of the operators manual for the above equipment and understands safety in operation and maintenance procedures. |
| | _____ ROPS REFUSAL: BUYER has knowingly and voluntarily refused to purchase rollover protection structure after DEALER discussed with BUYER its importance and availability. |
| | _____ SOLD USED AS-IS: NO Warranty of any kind has been expressed or implied by the dealer or his agent. |
| | _____ SOLD WITH MANUFACTURER BASE WARRANTY*: Start- _____ End- _____ Hour Limit- _____ |
| | _____ SOLD WITH MANUFACTURER TRAILER CHASSIS WARRANTY* Start- _____ End- _____ Hour Limit- _____ |
| | _____ SOLD WITH EXTENDED COVERAGE PER ATTACHED PROVISIONS: _____ |
| | Deductible- _____ Start- _____ End- _____ Hour Limit- _____ |

ALL DEALER WARRANTY REPAIRS MADE UNDER THIS AGREEMENT MUST BE MADE IN DEALER'S SHOP AND BUYER IS RESPONSIBLE FOR ALL TRANSPORTATION COSTS INCLUDING PICKUP AND DELIVERY TO THE DEALERSHIP AND FIELD SERVICE CHARGES. THE WARRANTY DOES NOT INCLUDE ANY "LOANER" OR EQUIPMENT AT NO CHARGE DURING THE WARRANTY PERIOD. NO WARRANTY IS GIVEN BY THE DEALER FOR TIRES, BATTERIES, OR ACCESSORIES, AND THE BUYER IS FULLY RESPONSIBLE FOR REPAIRS NECESSITATED BY ACCIDENT, MISUSE OR NEGLIGENCE. THE BUYER IS RESPONSIBLE FOR INSURANCE ON THE PURCHASED PRODUCTS. SPECIAL ORDER DOWN PAYMENTS ARE NOT REFUNDABLE. *BUYER ACKNOWLEDGES RECEIPT OF THE MANUFACTURER'S WARRANTY INFORMATION.

I hereby agree to the conditions of this order expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 18 years or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this Agreement and any extension, renewal or modification thereof, buyer hereby grants to Dealer a security interest in all of the goods described herein, and all accessories and additions thereto and all proceeds thereof.

Buyer's Signature _____

Date _____

THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER

Salesman: Scott Kuhlwein

Thank You

Accepted by: _____
(Dealer's Signature)



1205 East F Street, Oakdale, CA 95361 - 209-847-0341 - Fax: 209-847-3468 - www.oakdaleirrigation.com

REQUEST FOR BID

THIS IS NOT AN ORDER

Received

Bid Number: 2019-001
Date Mailed: 02/07/2019
Return No Later Than: 9 A.M. on 02/26/2019

FEB 26 2019

Instructions:

1. Read Instructions and conditions on reverse side before quoting.
2. Quote on each item separately.
3. Specify how many are in the unit of the product you are quoting.
4. State warranty period, if any, on equipment and maintenance agreement terms.
5. Price quoted FOB destination, unless otherwise stated.
6. Complete and sign all pages of the quotation. Any unsigned quotation will be considered non-responsive and void.
7. Return this form and all attachments, keeping one copy for your reference. Show bid number on outside of envelope if one is given.

Oakdale ID
Counter

Send a price on the following: If the price (s) does not include shipping, quote estimated shipping cost. If you are the qualifying low bid, you will be notified by phone or mail within 14 days or less.

| Item No. | Qty | Unit | Description | Mfg Brand and or Trade Name | Unit Price | Amount |
|----------|-----|------|---|-----------------------------|------------|--------|
| 001 | 1 | Ea. | 16K Tilt-Bed Trailer | | | |
| | | | See the attached specification sheet for details Include and specify <u>ALL</u> fees. Include documentation and licensing. All taxes included. Provide ETA to Oakdale Irrigation District for delivery. Price quoted is FOB destination. | | | |
| | | | Return Bid by the date and time noted above via email, mail or hand delivered to the Attention of: | | | |
| | | | Jason R. Jones, Support Services Manager Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361 jjones@oakdaleirrigation.com | | | |
| | | | Please email Jason Jones if there are any questions or clarifications need. | | | |

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES. THIS IS REQUIRED BY LABOR CODE SECTION 6382 AND 6090 GENERAL INDUSTRIAL SAFETY ORDER SECTION 519, TITLE 8 CA ADMIN CODE, MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT.

| | | |
|---|--|--|
| <p>We agree to furnish the above articles and/or services at the price shown and terms stated, subject to the instructions and conditions on both sides of this form.</p> <p>Company Name: <u>Banner Trailer Sales</u></p> <p>Address: <u>4401 N. Garden State BL, Tulare</u></p> <p>Authorized Signature: <u>[Signature]</u></p> <p>Title: <u>Sales Manager</u></p> <p>Phone: <u>209 5583340</u> 800 No. _____</p> <p>Fax No.: _____</p> | <p>Business License No. <u>94-1559760</u></p> <p>Federal ID No. <u>2228</u></p> <p>Ca. Sales or Use Tax Permit No. _____</p> | <p>Subject to cash discount of _____ % in _____ days</p> <p>Cash Discount of less than 15 days will be considered net. Quotations are FOB _____</p> <p>Delivered unless otherwise specified _____</p> <p>Complete delivery will be made in _____ days from receipt of order unless otherwise indicated _____</p> |
|---|--|--|

Date 2/20/2019

BONANDER TRAILER SALES

4401 N Golden State Blvd, Turlock, CA 95382

209-668-3340

For: **OAKDALE IRRIGATION DISTRICT**

Atten:

Address:

Phones:

E-Mail:

| | | | | | |
|--------|-----------------|---------------|-------------|---------------------|----------------------|
| Type | TRAILER | Color | WHI | Stock# | To be ordered |
| Model | T-16-T | Deck Material | WOOD | VIN# | |
| Mfg. | TRAILMAX | Axle Quantity | 2 | Mfg. GVWR | lbs. |
| Width | 102 | Axle Size | 8K | Approx. Curb Weight | lbs. |
| Length | 20+4 | Axle w/Brakes | 2 | Approx. Payload | lbs. |
| Height | | Brake Type | Elec | | |

| # | Description | Qty. | Base Price | |
|--------|-------------------------|------|-----------------------|-----------------|
| 1 | TrailMax T-16-T (20307) | 1 | | \$22,182.00 |
| 2 | | | | \$ |
| 3 | | | | \$ - |
| 4 | | | | \$ - |
| 5 | | | | \$ - |
| 6 | | | | \$ - |
| 7 | | | | \$ - |
| 8 | | | | \$ - |
| 9 | | | | \$ - |
| 10 | | | | \$ - |
| 11 | | | | \$ - |
| 12 | | | | \$ - |
| 13 | | | | \$ - |
| 14 | | | | \$ - |
| 15 | | | | \$ - |
| 16 | | | | \$ - |
| 17 | | | | \$ - |
| 18 | | | | \$ - |
| 19 | | | | \$ - |
| Notes: | | | Total Of Options: | |
| | | | Total Base & Options: | |
| | | | Freight | |
| | | | Misc. | |
| | | | Trailer Subtotal | \$ 22,182.00 |
| | | | Doc Fee | \$ 85.00 |
| | | | 8.38% | \$ 1,864.86 Tax |
| | | | DMV Fee: | \$ 41.00 |
| | | | CA. Tire Fee: | \$ 7.00 |
| | | | FET | |
| | | | Labor | |
| | | | Delivery | |
| | | | TOTAL AMOUNT | \$ 24,179.86 |

| | |
|--------------|--------------|
| Total Amount | \$ 24,179.86 |
| Deposit | |
| Balance | \$ 24,179.86 |

are estimates only and cannot be guaranteed by Bonander Trailer Sales.
Deposits are non refundable. Any modifications to this proposal must be
in writing.

Accepted By:

Signature:

Bonander Trailer by:

Joe Riquelme

Date: 2/18/2019

Signature: Joe Riquelme

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 11
APN: N/A

SUBJECT: APPROVE AWARD OF BID TO HAIDLEN FORD FOR ONE (1) – 2019 MODEL ½ TON, FULL SIZE, REGULAR CAB 2-DOOR PICKUP, 2WD; ONE (1) – 2019 MODEL ½ TON, FULL SIZE, REGULAR CAB 2-DOOR PICKUP, 4WD; ONE (1) – 2019 MODEL ¾ TON, FULL SIZE, REGULAR CAB 2-DOOR PICKUP, 4WD; TWO (2) – 2019 MODEL 1 TON, FULL SIZE, REGULAR CAB 2-DOOR PICKUPS, 4WD WITH UTILITY BEDS; ONE (1) 2019 MODEL CAB & CHASSIS, 169" WHEELBASE, 4WD SERVICE TRUCK, AND PURCHASE ONE (1) UTILITY BED FROM SOUTHWEST PRODUCTS (BUDGETED)

RECOMMENDED ACTION: Approve Award of Bid to Haidlen Ford for the Vehicles Described Above and the Sole Source of a Bed Fabrication and Installation to Southwest Products

BACKGROUND AND/OR HISTORY:

Staff solicited and received bids from two (2) local vendors, Haidlen Ford and Steves Chevrolet. Haidlen Ford provided the lowest responsive bid of \$226,526.40 for one each 2019 model ½ ton full size regular cab 2WD pickups, one each 2019 model ½ ton regular cab 4WD pickup, one each 2019 model, ¾ ton full size regular cab 4WD pickup, two each 2019 model 1 ton full size regular cab 4WD pickups with utility beds and one each 2019 model 4WD cab & chassis 4WD (service truck).

The last service truck purchased by the District had the bed built to the same standards as the bed quoted by Southwest Products. In order to provide consistency in tool placement, bed organization of additional compartments and familiarization of auto cranes, staff acquired a quote for the fabrication and installation of a custom bed (attached). Staff's recommendation is to sole source the fabrication and installation of a custom bed to Southwest Products for a price of \$71,347.00.

Staff's recommendation is to purchase the six OID vehicles noted above from Haidlen Ford for \$226,526.40 and sole source the fabrication and installation of a custom utility bed to Southwest Products for \$71,347.00, for a total amount of \$297,873.40. The total amount included in the 2019 budget was \$317,000.00.

FISCAL IMPACT: \$297,873.40 (Budgeted \$317,000.00)

ATTACHMENTS:

- Bid Form
- Bid Specifications
- Bid Response
- Southwest Products quote

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:



1205 East F Street, Oakdale, CA 95361- 209-847-0341 - Fax: 209-847-3468 - www.oakdaleirrigation.com

REQUEST FOR BID

THIS IS NOT AN ORDER

Bid Number: 2019-002
Date Mailed: 02/12/19
Return No Later Than: 10 A.M. on 02/26/2019

Instructions:

1. Read Instructions and conditions on reverse side before quoting.
2. **Quote on each item separately, you are not required to quote on all items to provide a bid.**
3. Specify how many are in the unit of the product you are quoting.
4. State warranty period, if any, on equipment and maintenance agreement terms.
5. Price quoted FOB destination, unless otherwise stated.
6. Complete and sign all pages of the quotation. Any unsigned quotation will be considered non-responsive and void.
7. Return this form and all attachments, keeping one copy for your reference. Show bid number on outside of envelope if one is given.

Send a price on the following: If the price (s) does not include shipping, quote estimated shipping cost. If you are the qualifying low bid, you will be notified by phone or mail within 14 days or less.

| <u>Item No.</u> | <u>Qty</u> | <u>Unit</u> | <u>Description</u> | <u>Mfg Brand and or Trade Name</u> | <u>Unit Price</u> | <u>Amount</u> |
|--|------------|-------------|---|------------------------------------|-------------------|---------------|
| 001 | 1 | Ea. | 2019 Model, ½ Ton, Full Size, Regular Cab 2-Door Pickup Two-Wheel Drive | | | |
| 002 | 1 | Ea. | 2019 Model, ½ Ton, Full Size, Regular Cab 2-Door Pickup Four-Wheel Drive | | | |
| 003 | 1 | Ea. | 2019 Model, ¾ Ton, Full Size, Regular Cab 2-Door Pickup Four-Wheel Drive | | | |
| 004 | 2 | Ea. | 2019 Model, 1 Ton, Full Size, Regular Cab 2-Door Pickup Four-Wheel Drive with Utility Bed | | | |
| 005 | 1 | Ea. | 2019 Model, Cab & Chassis, 169" Wheelbase Four-Wheel Drive Service Truck | | | |
| <p>See the attached specification sheets for details.</p> <p>Include and specify <u>ALL</u> fees including documentation and licensing.</p> <p>All taxes included.</p> <p>Quote each item separately.</p> <p>Provide ETA to Oakdale Irrigation District for delivery.</p> <p>Price quoted is FOB destination.</p> <p>Return Bid by the date and time noted above via email, mail or hand delivered to the attention of: Jason R. Jones, Support Services Manager Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361 jjones@oakdaleirrigation.com Please email Jason Jones if there are any questions or clarifications need.</p> | | | | | | |

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES. THIS IS REQUIRED BY LABOR CODE SECTION 6382 AND 6090 GENERAL INDUSTRIAL SAFETY ORDER SECTION 519, TITLE 6 CA ADMIN CODE, MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT.

We agree to furnish the above articles and/or services at the price shown and terms stated, subject to the instructions and conditions on both sides of this form.

Company Name: _____

Address: _____

Authorized Signature: _____

Title: _____

Phone: _____ 800 No. _____

Fax No.: _____

Business License No. _____

Federal ID No. _____

Ca. Sales or Use Tax Permit No. _____

Subject to cash discount of _____ % in _____ days

Cash Discount of less than 15 days will be considered net. Quotations are FOB

Delivered unless otherwise specified

Complete delivery will be made in _____ days from receipt of order unless otherwise indicated

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or in ink. No erasures permitted. Mistakes may be corrected by crossing out wrong entry with correction placed adjacent and initialed in ink.
2. Specify brand or make on each item. If quoting article exactly as specified so state with words "as specified". If quoting on other than make, model or brand specify the manufacturer's name, and catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote each item separately. Prices should be stated in units specified herein.
4. Each bid must be in separate sealed envelope with quotation number on outside, and must be submitted to Oakdale Irrigation District, 1205 East F Street, Oakdale Ca 95361 by 10:00 a.m. on the day specified. At that specified time the bids will publicly be opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. If time varies on different items, vendor will so indicate.
6. Terms of less than 15 days for each will be considered net in evaluating the quotation.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature sales or use taxes.
8. Unless otherwise definitely stated, the prices quoted herein do not include sales or use taxes.
9. No charges for transportation, containers, packing, etc. will be allowed unless so specified in your quotation.
10. The right is reserved to reject any, or all quotations, or to waive any informality in quotes, and to accept or reject any items thereon.
11. Samples of items, when required, must be furnished free of expense to the Oakdale Irrigation District and if not destroyed by tests will upon request be returned at the vendor's expense.
12. In case of default by the vendor, the Oakdale Irrigation District may procure the articles, or services from other sources, and may deduct from unpaid balance due the vendor, or may collect against the bond of surety for excess costs to paid, and the prices paid by the Oakdale Irrigation District shall be considered the prevailing market price at the time such purchase is made.
13. Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be charged to the account of the vendor.
14. The vendor shall hold harmless the Oakdale Irrigation District, its officers, agents, servants and employees, from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or appliance furnished or used under this quotation.
15. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes or Acts of God. (FORCE MAJEURE).
16. Quotations are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated.
17. Verify your quotations at any time within 30 days after opening of same, unless otherwise stipulated.
18. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
19. Amount paid for transportation of property to the Oakdale Irrigation District is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Oakdale Irrigation District, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
20. Unless otherwise specified, all equipment or articles shall be new and of the latest model; not used, remanufactured or reconditioned.
21. Unit price for each item offered shall include packing and shipping unless otherwise specified. A total shall be entered in the Amount column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed to be correct.
22. Time will be of the essence for any orders placed as a result of this quotation. The Oakdale Irrigation District reserved the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified on the quotation form.



OAKDALE IRRIGATION DISTRICT
ONE (1) EACH ½ TON, 2019 2-WHEEL DRIVE, FULL SIZE PICKUP

Item No. 001 – One (1) Each ½ Ton, 2019 Model, 2-Wheel Drive, Full Size Pickup
Specifications:

- 119" - 126" Wheelbase or equivalent
- Regular Cab – Two Door
- GVW: 6,000 lbs. or equivalent
- Engine: 3.3L to 4.3L V-6, gasoline fuel injection and California Emissions Compliant
- Transmission: Automatic with overdrive
- Rear axle: 3:23 - 3:55 ratio (or equivalent) with posi-traction/limited slip/E-lock
- Shock absorbers: Heavy duty, gas charged
- Electrical system: Heavy duty alternator
- Battery: Heavy duty 600 cold cranking amps/120 minutes reserve minimum
- Engine cooling system: Heavy duty with coolant recovery
- Power steering: Full Time
- Power brakes: Disc front and rear with 4-wheel ABS anti-lock
- Gauges: Full gauge package; fuel, water temperature, oil pressure and charging system and Drivers Information Center (DIC)
- Power windows and door locks
- Electric exterior mirrors: Low mount and swing away
- Heater/air conditioner: CFC free
- Paint: Single color white
- Interior: Vinyl bench seat 40/20/40 split (Gray or Tan), rubber floor mat, (no carpet) and dual air bags
- AM/FM radio with clock
- Bumpers: Front – standard or painted, Rear – standard step style
- Trailer tow package with 7-blade RV plug
- Tires and wheels: Five full size wheels and tires (245/70R17, All Terrain BSW, load range C or better).
- Vehicles to be equipped with Bluetooth wireless communication
- Vehicles to be delivered to OID Yard: 1205 East F Street, Oakdale, CA 95361
- Vehicle maintenance/repair manual and parts manual to be provided at the time of delivery
- Vehicle Warranty: Minimum of 125,000 mile/5 year warranty bumper to bumper coverage



OAKDALE IRRIGATION DISTRICT
ONE (1) EACH ½ TON, 2019 4-WHEEL DRIVE, FULL SIZE PICKUP

Item No. 002 – One (1) Each ½ Ton, 2019 Model, 4-Wheel Drive, Full Size Pickup Specifications:

- 119" - 126" Wheelbase or equivalent
- Regular Cab – Two Door
- GVW: 6,000 lbs. or equivalent
- Engine: 3.3L to 4.3L V-6, gasoline fuel injection and California Emissions Compliant
- Transmission: Automatic with overdrive
- Rear axle: 3:23 - 3:55 ratio (or equivalent) with posi-traction/limited slip/E-Lock
- Shock absorbers: Heavy duty, gas charged
- Electrical system: Heavy duty alternator
- Battery: Heavy duty 600 cold cranking amps/120 minutes reserve minimum
- Engine cooling system: Heavy duty with coolant recovery
- Power steering: Full Time
- Power brakes: Disc front and rear with 4-wheel ABS anti-lock
- Gauges: Full gauge package; fuel, water temperature, oil pressure and charging system and Drivers Information Center (DIC)
- Power windows and door locks
- Electric exterior mirrors: Low mount and swing away
- Heater/air conditioner: CFC free
- Paint: Single color white
- Interior: Vinyl bench seat 40/20/40 split (Gray or Tan), rubber floor mat, (no carpet) and dual air bags
- AM/FM radio with clock
- Bumpers: Front – standard or painted, Rear – standard step style
- Trailer tow package with 7-blade RV plug
- Tires and wheels: Five full size wheels and tires (245/70R17, All Terrain BSW, load range C or better).
- 4-Wheel Drive/Electric shift 4X4
- Vehicles to be equipped with Bluetooth wireless communication
- Vehicles to be delivered to OID Yard: 1205 East F Street, Oakdale, CA 95361
- Vehicle maintenance/repair manual and parts manual to be provided at the time of delivery
- Vehicle Warranty: Minimum of 125,000 mile/5 year warranty bumper to bumper coverage



OAKDALE IRRIGATION DISTRICT
ONE (1) EACH 3/4 TON, 2019 4-WHEEL DRIVE, FULL SIZE PICKUP

Item No. 003 – One (1) Each 3/4 Ton, 2019 Model, 4-Wheel Drive, Full Size Pickup Specifications:

- 133" - 142" Wheelbase or equivalent.
- Regular Cab – Two Door
- GVW: 10,000 lbs. or equivalent
- Engine: 6.0L to 6.2L V-8, gasoline fuel injection and California Emissions Compliant
- Transmission: Automatic with overdrive
- Rear axle: 3:73 to 4:10 ratio (or equivalent) with locking differential
- Shock absorbers: Heavy duty
- Electrical system: Heavy duty alternator
- Battery: Heavy duty 600 cold cranking amps/120 minutes reserve
- Engine cooling system: Heavy duty with coolant recovery
- Power steering: Full Time
- Power brakes: Disc front and rear with 4-wheel ABS anti-lock
- Gauges: Full gauge package; fuel, water temperature, oil pressure and charging system and Drivers Information Center (DIC)
- Power windows and door locks
- Electric exterior mirrors: Low mount and swing away
- Heater/air conditioner: CFC free
- Paint: Single color white
- Interior: Vinyl bench seat 40/20/40 split (Gray or Tan), center console storage, rubber mat, no carpet and dual air bags
- AM/FM radio with clock
- Bumpers: Front – standard or painted, Rear – standard step style
- Trailer tow package with 7-blade RV plug

Item No. 003 – One (1) Each 3/4 Ton, 2019 Model, 4-Wheel Drive, Full Size Pickup Specifications - Continued:

- Tires and wheels: Five full size wheels and tires (LT265/70R17), All Terrain BSW.
- 4-Wheel Drive
- Manual Locking Hubs or equivalent.
- Vehicles to be equipped with Bluetooth wireless communication.
- Vehicles to be delivered to OID Yard: 1205 East F Street, Oakdale, CA 95361
- Vehicle maintenance/repair manual and parts manual to be provided at the time of delivery.
- Vehicle Warranty: Minimum of 125,000 mile/5 year warranty bumper to bumper coverage.



OAKDALE IRRIGATION DISTRICT
TWO (2) EACH 1 TON, 2019 4-WHEEL DRIVE, FULL SIZE PICKUPS
WITH UTILITY BED

Item No. 004 Two (2) 1 Ton, 2019 Model, 4-Wheel Drive, Full Size Pickups with Utility Bed Specifications:

- 133" - 142" Wheelbase or equivalent.
- Regular Cab – Two Door
- GVW: 10,000 lbs. or equivalent
- Engine: 6.0L to 6.2L V-8, gasoline fuel injection and California Emissions Compliant
- Transmission: Automatic with overdrive
- Rear axle: 3:73 to 4:10 ratio (or equivalent) with locking differential/E-Lock
- Shock absorbers: Heavy duty
- Electrical system: Heavy duty alternator
- Battery: Heavy duty 600 cold cranking amps/120 minutes reserve minimum
- Engine cooling system: Heavy duty with coolant recovery
- Power steering: Full Time
- Power brakes: Disc front and rear with 4-wheel ABS anti-lock
- Gauges: Full gauge package; fuel, water temperature, oil pressure and charging system and Drivers Information Center (DIC)
- Power windows and door locks
- Electric exterior mirrors: Telescopic and swing away
- Heater/air conditioner: CFC free
- Paint: Single color white
- Interior: Vinyl bench seat 40/20/40 split (Gray or Tan), rubber floor mat, (no carpet) and dual air bags
- AM/FM radio with clock.
- Bumpers: Front – standard or painted, Rear – standard step style
- Trailer brake controller and 7-blade trailer RV plug

Item No. 004 – Two (2) 1 Ton, 2019 Model, 4-Wheel Drive, Full Size Pickups with Utility Bed Specifications - Continued:

- Tires and wheels: Five full size wheels and tires (LT265/70R17), All Terrain BSW.
- 4-Wheel Drive, electric shift 4X4.
- Manual Locking Hubs or equivalent
- Vehicles to be equipped with Bluetooth wireless communication
- Vehicles to be delivered to OID Yard: 1205 East F Street, Oakdale, CA 95361
- Vehicle maintenance/repair manual and parts manual to be provided at the time of delivery
- Vehicle Warranty: Minimum of 125,000 mile/5 year warranty bumper to bumper coverage

8' Utility Bed Specifications:

- 98" long or equivalent (for 8' bed replacement, rear of cab to axle approximately 56")
- 40" box height (standard height)
- Vertical door arrangement with weather sealing
- Open top compartments with diamond plate on top
- Fully gasketed open top compartments
- Rain gutters above all doors
- Lock in place adjustable shelving
- Double panel Galvanized or equivalent steel dividers
- Bed area 49" x 96" minimum
- Tailgate with Undergate support
- Heavy duty extra wide rear step bumper minimum 7"
- Kick plate mounted tail lights
- Vise mounting bracket
- Tow hitch: frame mounted minimum Class 3
- Over-cab rack, forklift loadable with tie-downs, 2 per side.
- Three (3) year limited warranty.



OAKDALE IRRIGATION DISTRICT ONE (1) EACH 16K TILT – BED TRAILER

Item No. 001 – One (1) each 16K tilt-bed trailer Specifications:

- Hitch: Rated Pintle Eye with multi position mounting plate for various hitch heights ranging from 20" to 26.5"
- Jack: 10,000lbs. capacity or greater with drop leg
- Safety Chains: Two (2) each 3/8" x Grade 70 high test cadmium plated with slip hooks and safety latches
- Deck Latch: Over-center type with tension adjustment and safety pin
- Cushion Cylinder: 3"x12" with internal metered flow to cushion loading and unloading, or equivalent
- Load Securement: Twelve (12) each, six (6) per side 1" D-Ring type mounted on outside of frame rails, twelve (12) each, six (6) per side stake pockets
- Axles: Two (2) each 8,000lb. capacity
- Hubs: Eight (8) bolts on 6.5 bolt circle with 5/8" flange type lug nuts or equivalent
- Brakes: 12 1/4" x 2" minimum electric brakes, both axles with 12 volt breakaway kit with battery
- Suspension: Rubber torsion
- Wheels: Five (5) each 17.5" x 6.75" eight (8) hole disc type 6.5 bolt circle or equivalent
- Tires: Five (5) each 215/75R 16 radial load range H or equivalent
- Lights: All vehicle lighting to meet current vehicle lighting standards as of this date, per the Department of Transportation (DOT) and the Federal Motor Vehicle Safety Standards (FMVSS).
- Decking: 2" rough surface No.1 grade Fir with fasteners at all cross members or equivalent

Item No. 001 – One (1) each 16K tilt-bed trailer Specifications – continued

- Paint: Painted with a primer and two (2) coats of durable Fleet White urethane enamel paint.
- Main Frame: 6" x 3" x 1/4" Tube – ASTM A500B or structural "C" channel – ASTM A-36 or equivalent
- Deck Cross Members: 3" x 1 1/2" x 1/8" Tube – ASTM A500B or structural "C" channel – ASTM A-36 or equivalent
- Deck Perimeter Rails: 6" x 3" x 1/4" Tube – ASTM A500B or structural "C" channel ASTM – 36 or equivalent. Railing to not extend above the top of the deck.
- Trailer Dimensions: Overall length 26', Deck width 82.5" minimum between fenders, Deck length 20.5' with 4' stationary front deck, Deck height 24" - 26" (loaded) or equivalent. Stationary front deck is mandatory.
- Solid front bulkhead mounted
- Maximum load angle of tilt bed not to exceed 14 degrees
- Storage tool box/tray mounted in tongue section of frame



OAKDALE IRRIGATION DISTRICT
ONE (1) EACH 2019 SERVICE TRUCK (CAB AND CHASSIS)
169" WHEELBASE

Item No. 005 – Service Truck (Cab & Chassis) Specifications:

- 169" Wheelbase or equivalent
- 19,500 lb. GVWR
- 4-Wheel drive, electric shift, manual locking hubs
- Diesel engine (6.0 liter or greater)
- Heavy duty cooling
- Heavy duty alternator, 140 amps or equivalent with battery upgrade
- Automatic transmission with overdrive and Power Take Off
- Limited slip rear axle
- Power steering
- Transfer case skid plate, two speed transfer case, manual locking hubs
- Front tow hooks (2)
- Trailer brake controller and seven (7) wire trailer harness
- Paint – single color white
- Regular pickup style cab
 - Air conditioning
 - Manual telescoping mirrors
 - Dual air bags
 - AM / FM clock radio
 - Vinyl bench seat (three (3) seat belts)
 - Four (4) Pre-wired auxiliary switches in cab
 - Rubber floor mats – no carpet
 - Power door locks and windows
 - Bluetooth wireless communication
- Tires and wheels
 - 255/70 R 19.5 aggressive tread tires - quantity seven (7) Load Range F
- Vehicles to be delivered to OID Yard: 1205 East F Street, Oakdale, CA 95361
- Vehicle maintenance/repair manual and parts manual to be provided at the time of delivery
- Vehicle Warranty: Minimum of 125,000 mile/5 year warranty bumper to bumper coverage



1205 East F Street, Oakdale, CA 95361- 209-847-0341 - Fax: 209-847-3468 - www.oakdaleirrigation.com

REQUEST FOR BID

THIS IS NOT AN ORDER

Received

Bid Number: 2019-002
Date Mailed: 02/12/19
Return No Later Than: 10 A.M. on 02/26/2019

FEB 26 2019

Instructions:

1. Read Instructions and conditions on reverse side before quoting.
2. Quote on each item separately, you are not required to quote on all items to provide a bid.
3. Specify how many are in the unit of the product you are quoting.
4. State warranty period, if any, on equipment and maintenance agreement terms.
5. Price quoted FOB destination, unless otherwise stated.
6. Complete and sign all pages of the quotation. Any unsigned quotation will be considered non-responsive and void.
7. Return this form and all attachments, keeping one copy for your reference. Show bid number on outside of envelope if one is given.

Oakdale ID
Counter

NF.
LF
TF

Send a price on the following: If the price (s) does not include shipping, quote estimated shipping cost. If you are the qualifying low bid, you will be notified by phone or mail within 14 days or less.

| Item No. | Qty | Unit | Description | Mfg Brand and or Trade Name | Unit Price | Amount |
|--|-----|------|---|-----------------------------|------------|-----------|
| 001 | 1 | Ea. | 2019 Model, 1/2 Ton, Full Size, Regular Cab 2-Door Pickup Two-Wheel Drive | | 26,069.84 | 26,069.84 |
| 002 | 1 | Ea. | 2019 Model, 1/2 Ton, Full Size, Regular Cab 2-Door Pickup Four-Wheel Drive | | 29,588.38 | 29,588.38 |
| 003 | 1 | Ea. | 2019 Model, 3/4 Ton, Full Size, Regular Cab 2-Door Pickup Four-Wheel Drive | | 32,313.98 | 32,313.98 |
| 004 | 2 | Ea. | 2019 Model, 1 Ton, Full Size, Regular Cab 2-Door Pickup Four-Wheel Drive with Utility Bed | | 42,323.35 | 84,646.70 |
| 005 | 1 | Ea. | 2019 Model, Cab & Chassis, 169" Wheelbase Four-Wheel Drive Service Truck | | 53,897.74 | 53,897.74 |
| <p>See the attached specification sheets for details.</p> <p>Include and specify <u>ALL</u> fees including documentation and licensing.</p> <p>All taxes included.</p> <p>Quote each item separately.</p> <p>Provide ETA to Oakdale Irrigation District for delivery.</p> <p>Price quoted is FOB destination.</p> <p>Return Bid by the date and time noted above via email, mail or hand delivered to the attention of: Jason R. Jones, Support Services Manager Oakdale Irrigation District 1205 East F Street Oakdale, CA 95361 jjones@oakdaleirrigation.com Please email Jason Jones if there are any questions or clarifications need.</p> | | | | | | |

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES. THIS IS REQUIRED BY LABOR CODE SECTION 6382 AND 6090 GENERAL INDUSTRIAL SAFETY ORDER SECTION 519, TITLE 6 CA ADMIN CODE. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT.

We agree to furnish the above articles and/or services at the price shown and terms stated, subject to the instructions and conditions on both sides of this form.

Company Name: Haidden Ford
Address: 1355 East F St Oakdale CA

Authorized Signature: [Signature]

Title: VP
Phone: 209 847 0356 800 No. _____
Fax No.: _____

773
Business License No.
941595607
Federal ID No.

SRKHC28602329
Ca. Sales or Use Tax
Permit No.

Subject to cash discount of 0 % in 0 days

Cash Discount of less than 15 days will be considered net.
Quotations are FOB

Delivered unless otherwise specified

ASAP TBD

Complete delivery will be made in _____ days from receipt of order unless otherwise indicated



11690 N. 132nd Avenue, Surprise, AZ 85379 Ph: (602) 269-3581

85 Enterprise Way, Suite B Galt, CA 95632 Ph: (209) 745-6000

2875 Cherry Avenue Signal Hill, CA 90755 Ph: (562) 204-9420

QUOTE NO: SWP - 20190211_IMT Dom1 R12L12-2.26.2019

Date: 26-Feb-19

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

To: David Skokan

Email: dskokan@oakdaleirrigation.com

Phone: 209-847-0341 ext. 5528

We are pleased to submit the following mechanic truck body quotation:

IMT Dominator 1 - 11' Body

Dominator I: 11' heavy duty galvanized steel crane body - Series III

- Crane body rating of 52,000 ft-lb

Body Option: Right Front Compartments 1 & 2 Raised to 60"

- 44" H x 22" D compartments
- Body offers 137.4 cubic feet of storage

- Inverted A frame torsion box understructure
- Cargo bed is 50"W constructed of 1/8" deck plate and has six (6) recessed tie downs
- 25" deep workbench bumper with through compartment, 5/16" plate work surface
- 2" hitch receiver tube rated at 2000 lb vertical tongue weight and 16,000 lb gross trailer weight. 7 blade trailer light plug receptacle
- 14 ga. galvanized, hemmed, seamless single panel steel doors, stainless steel hinges, pneumatic gas spring door retainers and cast steel black powder coated 3-point latches
- Compartments constructed of 10 and 12 ga. material
- Fully integrated and sealed electrical system incorporating an automotive style harness system with power and function distribution box
- Includes LED DOT stop, tail, turn, marker and backup body lights and backup alarm
- Three point access package
- Exterior primed, interior of compartments painted with IMT compartment coat and understructure undercoated
- Molded rubber fender extensions and mudflaps
- Designed for installation on 84" CA 14,000-26,000 lb GVW Low profile, low frame chassis



Scott Johnson ~ Specialty Vehicle Sales Distribution ~ 562-781-1522
Specifications subject to change without notice. Subject to confirmation at time of order.



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QUOTE NO: SWP - 20190211_IMT Dom1 R12L12-2.26.2019

EQUIPMENT INCLUDED:

- ◇ Body Installation Kit
- ◇ Suspension Adjusted for Unit Leveling
- ◇ Hydraulic Installation Kit
- ◇ Reservoir - Hydraulic Oil
- ◇ Crane Compartment Electrical Panel
- ◇ Electrical Harness
- ◇ Tailgate - 10"
- ◇ ICC Kit & Fire Extinguisher in Cab

PTO and pump system

- Priority Valve
- ◇ Speed Control - ETC

PAINT:

- ◇ SWP painted White to match cab and will include SWP 2-year factory warranty.
- ◇ **Aluminum Rock Guards** on front compartments
- ◇ **Master Lock System**
- ◇ Tank Bracket - 2 bottle, right front
- **IMT 4004i CRANE:**
IMT Model 4004i telescopic electric crane rated at 18,000 ft-lb (2.5 tm) and features a 16' (4.9 m) horizontal reach, 360 degree continuous power rotation, double-acting cylinders with integral holding and/or counterbalance valves, 12V DC electric control, decals, crane hook, snatch block, decals, and installation kit.

CRANE EQUIPMENT INCLUDED:

- ◇ Adjustable Boom support - body mounted
- ◇ Two boom tip LED flood lights
- ◇ Flip sheave
- ◇ HOOK-SWVL POS LOCK BBRG 5TON

CRANE CONTROL OPTIONS:

- **Proportional** radio remote

STABILIZERS - REAR

- **Rear manual extending (crane side) crank up/down stabilizer kit**



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QUOTE NO: SWP - 20190211_IMT Dom1 R12L12-2.26.2019

COMPRESSOR

- **CAS40P AW**

CAS40P – 40 cfm two-stage, four cylinder reciprocating air compressor driven by 10 gpm hydraulic motor that includes open center on-off hydraulic control valve, integrated hydraulic oil cooler, air pressure relief safety valve, hydraulic oil pressure relief valve and vibration isolation. The compressor housing is galvanized steel that is powder coated IMT white.

Specifications: 40 CFM @ 100 psi, 34.88" L x 21" W x 21.81" and weighs 400 lb.

AIR SYSTEM:

- Air tank kit - Ford, 20G hotdog style
- ◇ Spring rewind hose reel with 1/2" x 50' hose and quick coupler – Right Rear
- ◇ In-line moisture separator/filter-lubricator-regulator

OPTIONS INCLUDED:

COMPARTMENT OPTIONS:

NOTE: Compartments are designated by LV1, LV2, LH, LR, RV1, RV2, RH, RR. These correspond to the body positions by side of the body and position (front to rear). Example: LV1 represents Left Side Vertical position #1. LH and RH are the left and right side horizontal compartment above the wheel well.

- LV1 Drawers, IMT, painted 26W 2-5"/1-7"/5-3" 41H
- LV2 18 Drawer Bolt Bin set w base
- LH Adjustable Shelf - full width
- LR Adjustable Shelves (4) total
- RV1 Divider Kit - 20H, includes 2 shelves
- RV2 Hose Reels: Oxy / Acet Spring Rewind Hose Reel 1/4" x 25'
- RV2 Adjustable Shelves - 1.5H; (3) shelves - full width
- RH Adjustable Shelf - (1) full width



Scott Johnson ~ Specialty Vehicle Sales Distribution ~ 562-781-1522

Specifications subject to change without notice. Subject to confirmation at time of order.



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QUOTE NO: SWP - 20190211_IMT Dom1 R12L12-2.26.2019

MANUALS:

A complete parts and operating manual will be provided documenting manufacturer's parts numbers and proper operation of all lubrication service vehicle components.

WARRANTIES:

The installation and SWP components shall carry an extended warranty of 12 months on parts and performance. OEM warranties apply on supplied items.

NET SELLING PRICE FOR EQUIPMENT AND INSTALLATION

Installed on Customer Supplied Ford F550 Diesel, Automatic, 84" CA

Total Price for Chassis and Body Listed Above: \$ 63,959

Delivery to Oakdale, CA \$ 1,875

Pre Tax Total \$ 65,834

Sales Tax @ 8.375% \$ 5,514

Total \$ 71,347

TERMS: Purchase Order, Net 30.

Quote is subject to confirmation at time of order. This quote and subsequent order will be subject to a surcharge adjustment based on material costs. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Prices are subject to tax where applicable. Prices and terms are exclusive of any sales, use, excise, or other tax now in force which may be made effective in the future by any federal, state, or local government unless otherwise stated on the proposal. Price does not include registration, license or insurance of any kind.

Any fees or charges incurred due to the finance or lease option selected by the buyer will be the responsibility of the buyer unless specifically stated in this Southwest Products document.

The undersigned authorizes the purchase of the above-mentioned equipment.

Name & Title: _____

Signature: _____

P.O. #: _____ Date: _____

Prepared By: Scott Johnson

email: sjohnson@southwestproducts.com

Southwest Products Corporation



Scott Johnson ~ Specialty Vehicle Sales Distribution ~ 562-781-1522
Specifications subject to change without notice. Subject to confirmation at time of order.

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 12
APN: 062-010-026

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

RECOMMENDED ACTION: Approve Storm Drainage Agreement on the Langworth Pipeline (APN: 062-010-026 – Gordon Braker Plumbing Contractor, Inc.)

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Langworth Pipeline. The recommended 2019 Storm Drainage Agreement fee, a total of \$285.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2018 Agreement as drafted.

FISCAL IMPACT: Annual Storm Drainage Fee = \$285.00 (OID Income)

ATTACHMENTS:

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

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 062-010-026

STORM DRAINAGE AGREEMENT ON THE LANGWORTH PIPELINE

THIS STORM DRAINAGE AGREEMENT executed this FIFTH day of MARCH, 2019 by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and GORDON BRAKER PLUMBING CONTRACTOR INC., hereinafter referred to as "OWNER" sets forth agreements as follows:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Storm Drainage Agreement on March 5, 2019.

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

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

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

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

I. Definitions

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

II. Flow

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

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

repair of the Discharge lines and regulating valve(s) shall be performed under the supervision of DISTRICT and in accordance with applicable DISTRICT Standards and Specifications, at OWNER's sole expense. The regulating valve(s) shall be secured by lock and key to which only OWNER and DISTRICT have access. Under non-emergency circumstances, DISTRICT shall not close the regulating value(s) until after it has given notice to OWNER that it intends to do so.

III. **Water Quality**

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

6. OWNER shall be responsible for the quality of the Discharge released into the Conveyances and shall ensure that all Discharge so released complies with all applicable federal, state, regional, and local laws, rules and regulations. Any damage to persons, the environment, surface water, or groundwater that results solely from the discharge by OWNER that does not comply with the requirements of this Agreement shall be solely the responsibility of OWNER.
7. OWNER warrants that the Discharge into DISTRICT Conveyances pursuant to this Agreement shall comply at all times with the quality standards of any federal, state, regional, or local governmental agency.

IV. **Monitoring**

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

V. **Warranties**

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

VI. **Maintenance and Operations**

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Langworth Pipeline or its Conveyances connected thereto, DISTRICT may require that OWNER cease any and all discharge into said facility until such time as DISTRICT informs OWNER that such maintenance and reconstruction work is completed.

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

VII. Use of Conveyances

1. OWNER rights granted by this Agreement are subject and subordinate to all uses and purposes DISTRICT may make of the Conveyances or of any other facilities or property of DISTRICT. Any use made by OWNER of the Conveyances pursuant to this Agreement shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said Conveyances. OWNER use of the Conveyances is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the Conveyances.
2. In Emergency Circumstances, DISTRICT may require OWNER to reduce or terminate said Discharge to a rate established by DISTRICT, if the release of Discharge by OWNER pursuant to this Agreement is determined by DISTRICT to substantially interfere with DISTRICT use of the Conveyances.
3. This Agreement only creates the ability of OWNER to use the Conveyances for the purposes specified herein and the conditions specified herein. It does not create any equitable interest in the Conveyances, or an easement, nor does it convey to OWNER any right, title or interest in or to any property or facility of DISTRICT. OWNER shall

make no other use of the Conveyances other than as expressly provided in this Agreement.

4. Except as already exists, or as herein expressly permitted, OWNER shall not place or permit to be placed on, in, across or through the Conveyances easements or rights of way, any object or structures, nor do or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its Conveyances, easements and rights of way.
5. Upon termination of this Agreement, DISTRICT may prevent further Discharge to the Conveyances either by requiring that OWNER close the valves owned by OWNER or by requiring OWNER to physically remove or seal off OWNER facilities where they enter the Conveyances and/or the DISTRICT'S easements and rights of way. OWNER shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of OWNER facilities.

VIII. Defense, Indemnification, Liability and Damages

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

IX. Payment

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

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21 week winter period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to \$285.00 for 2019.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.
3. This Agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. Termination

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

XI. Assignment

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

XII. Term

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

XIII. Miscellaneous Provisions

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

OWNER

Gordon Braker Plumbing Contractor Inc.
Lazy B Mobile Home Park
1666 Sugarloaf Drive
San Mateo, California 94403

DISTRICT

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

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

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

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Thomas D. Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

**GORDON BRAKER PLUMBING CONTRACTOR INC.
"OWNER"**

Wade Braker, Owner
Gordon Braker Plumbing Contractor, Inc.

Date

EXHIBIT "A"

Legal Description of Subject Property

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

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

End of Description

APN: 062-010-026

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 13
APN: 006-012-081

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

RECOMMENDED ACTION: Approve Storm Drainage Agreement on the Reed Pond (APN: 006-012-081 – River Oak Grace Church)

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Reed Pond. The recommended 2019 Storm Drainage Agreement fee, a total of \$285.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2019 Agreement as drafted.

FISCAL IMPACT: Annual Storm Drainage Fee = \$285.00 (OID Income)

ATTACHMENTS:

- Storm Drainage Agreement with River Oak Grace Church

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 006-012-081

STORM DRAINAGE AGREEMENT ON THE REED POND

THIS STORM DRAINAGE AGREEMENT executed this FIFTH day of MARCH, 2019, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and RIVER OAK GRACE COMMUNITY CHURCH, hereinafter referred to as "OWNER" sets forth agreements as follows:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Storm Drainage Agreement on March 5, 2019.

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

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

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

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

I. **Definitions**

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

II. **Flow**

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

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

and in accordance with applicable DISTRICT Standards and Specifications, at OWNER's sole expense.

III. **Water Quality**

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

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

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

IV. **Monitoring**

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

V. **Warranties**

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

VI. Maintenance and Operations

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the Reed Pond or its Conveyances connected thereto, DISTRICT may require that OWNER cease any and all discharge into said facility until such time as DISTRICT informs OWNER that such maintenance and reconstruction work is completed.
2. Except in Emergency Circumstances, DISTRICT shall provide OWNER advance notice of any ordinary maintenance and reconstruction work that will require OWNER to cease any and all discharge into said facility.
3. The maintenance, operation and repair of any facility constructed or owned by OWNER for the purpose of releasing Discharge into the Conveyances pursuant to this Agreement shall be the responsibility of OWNER. OWNER shall provide DISTRICT five (5) days advance notice of any construction or maintenance of such facilities. DISTRICT may require OWNER to repair or replace such facilities if they constitute an unreasonable danger to any person or property or unreasonably interfere with DISTRICT use of the Conveyances. Failure to maintain such facilities in a safe and useable condition shall be grounds for immediate termination of this Agreement and removal of such facilities at OWNER's sole expense. DISTRICT shall in no way be obligated to move, repair, and/or replace such works of OWNER in the event of a realignment, reconstruction, or piping of the Conveyances.

VII. Use of Conveyances

1. OWNER rights granted by this Agreement are subject and subordinate to all uses and purposes DISTRICT may make of the Conveyances or of any other facilities or property of DISTRICT. Any use made by OWNER of the Conveyances pursuant to this Agreement shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said Conveyances. OWNER use of the Conveyances is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the Conveyances.
2. In Emergency Circumstances, DISTRICT may require OWNER to reduce or terminate said Discharge to a rate established by DISTRICT, if the release of Discharge by OWNER pursuant to this Agreement is determined by DISTRICT to substantially interfere with DISTRICT use of the Conveyances.
3. This Agreement only creates the ability of OWNER to use the Conveyances for a limited purpose and under limited conditions. It does not create any equitable interest in the Conveyances, or an easement, nor

does it convey to OWNER any right, title or interest in or to any property or facility of DISTRICT. OWNER shall make no other use of the Conveyances other than as expressly provided in this Agreement.

4. Except as already exists, or as herein expressly permitted, OWNER shall not place or permit to be placed on, in, across or through the Conveyances easements or rights of way, any object or structures, nor do or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its Conveyances, easements and rights of way.
5. Upon termination of this Agreement, for any cause, DISTRICT may prevent further Discharge to the Conveyances either by requiring that OWNER close the valves owned by OWNER or by requiring OWNER to physically remove or seal off OWNER facilities where they enter the Conveyances and/or the DISTRICT'S easements and rights of way. OWNER shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of OWNER facilities.

VIII. Defense, Indemnification, Liability and Damages

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

IX. Payment

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

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21 week winter period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to \$285.00 for 2019.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.
3. This Agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. Termination

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

XI. Assignment

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

XII. Term

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

XIII. Miscellaneous Provisions

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

OWNER

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

DISTRICT

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

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

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

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Thomas D. Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

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

Korey Buchanek, Senior Pastor

Date

Carl T. Price, Elder Board Chairman

Date

Valliant Kenney, Elder Board Secretary

Date

Al Houchens, Elder Board Treasurer

Date

EXHIBIT "A"

Legal Description of Subject Property

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

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

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

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

End of Description

APN: 006-012-081

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 14
APN: 063-028-024

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

RECOMMENDED ACTION: Approve Discharge Agreement on the Riverbank Lateral (APN: 063-028-024 – Sconza Candy Company)

BACKGROUND AND/OR HISTORY:

Annual Discharge Agreements are required to permit the owner of the parcel noted above to discharge water from the property into the OID Riverbank Lateral. The recommended 2019 Discharge Agreement fee, a total of \$2,080.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the discharge all year. Staff recommends approval of the attached 2019 Agreement as drafted.

FISCAL IMPACT: Sconza Annual Discharge Fee = \$2,080.00 (OID Income)

ATTACHMENTS:

- Discharge Agreement with Sconza Candy Company
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

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

This Agreement is made and entered into as of the 5th day of March, 2019, by and between Oakdale Irrigation District ("DISTRICT") and Sconza Candy Company ("SCONZA").

W I T N E S S E T H

RECITALS:

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

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

I. Definitions

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

II. Flow

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

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

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

III. Water Quality

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

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

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

IV. **Monitoring**

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

V. **Warranties**

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

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

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

VI. **Maintenance and Operations**

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

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

VII. **Use of Irrigation System**

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

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

VIII. Defense, Indemnification, Liability and Damages

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

IX. Payment

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

1. "Retainer" is calculated using 1.25 Agricultural Water hours per week over a 52 week period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to an annual fee of \$2,080.00 for 2019.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.

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

X. Termination

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

XI. Assignment

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

XII. Term

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

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

XIII. Miscellaneous Provisions

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

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

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

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

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

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

SCONZA CANDY COMPANY

Ronald Sconza
President and CEO

Date

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/ Secretary

Date



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF MARCH 5, 2019

BOARD AGENDA REPORT

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

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO DIRECT THE GENERAL MANAGER TO START THE IRRIGATION SEASON BASED UPON CROP DEMAND

RECOMMENDED ACTION: Approve General Manager to Start the Irrigation Season Based Upon Crop Demand

BACKGROUND AND/OR HISTORY:

National Weather Service indicates that 4.83 inches of rainfall (Modesto Station) accumulation has occurred since January 1st. Chances of additional rainfall are in the near-term forecast. At this time it is difficult to determine when the start of the irrigation season will begin.

ET is relatively low this early in the year (< 0.1 inch/day) and it is a good assumption that soils are saturated and at full water holding capacity. OID's system can be charged in 2 days with irrigation deliveries to then follow. Generally the District looks to have 1-1.5 inches of soil moisture loss before considering bringing water into the system, which at this point is 10-15 days out. Winds and drying temperatures could change that.

Due to these uncertainties it is recommended to let the General Manager determine the start of the irrigation season as a time that meets crop demand as outlined above.

FISCAL IMPACT: None

ATTACHMENTS:

- NOAA Climate Prediction 8-14 Day Outlook

Board Motion:

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

VOTE:

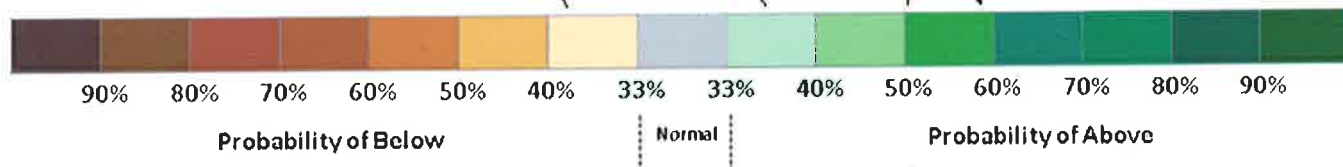
Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



8-14 DAY OUTLOOK
PRECIPITATION PROBABILITY
MADE 27 FEB 2019
VALID MAR 07 - 13, 2019

DASHED BLACK LINES ARE CLIMATOLOGY
(10THS OF INCHES) SHADED AREAS ARE FCS
VALUES ABOVE (A) OR BELOW (B) NORMAL
GRAY AREAS ARE NEAR-NORMAL



BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 16
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT RESOLUTION DECLARING SURPLUS WATER

RECOMMENDED ACTION: Adopt Resolution Declaring Surplus Water for WY 2019

BACKGROUND AND/OR HISTORY:

Based on current and projected hydrology and a review of OID's anticipated agricultural water demand for 2019, staff recommends the Board adopt the Resolution Declaring Surplus Water.

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution 2019-NIL

Board Motion:

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

VOTE:

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

Action(s) to be taken:

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

**DECLARATION SURPLUS WATER
WATER CODE SECTION 22259**

WHEREAS, the Board of Directors of the Oakdale Irrigation District (District) typically makes a determination on the availability of "surplus water" for surface irrigation use outside Oakdale Irrigation District's service area in March; and

WHEREAS, current hydrologic conditions and forecasts were presented to the Board of Directors and considered by the Board of Directors in determining the availability of "surplus water." The current forecast for the 2019 water year indicates there will be 600,000 af of water available to the Districts pursuant to the '88 Agreement. This would include: inflow to date; projected inflow March-September 2019; formula water; and the District's Conservation Account; and

WHEREAS, the precipitation in the Stanislaus Basin as of February 26, 2019 indicates that 150% of the average precipitation has already been received to date; and

WHEREAS, NOAA forecast for the week of February 26 – March 5, 2019 indicates an additional 2"-6" of precipitation in the Stanislaus River Basin; and

WHEREAS, staff presented an in-district water use for the 2018 to the Board of Directors on January 15, 2019. The in-district water budget for 2019 is forecast to be 225,000 af of in-district water use; and

WHEREAS, Water Code §22259 provides that if in the best interests of a district, a district may enter into a contract for the lease or sale of any surplus water or use of surplus water not then necessary for the use within the district, for use either within or without the district; and

NOW, THEREFORE, the Board of Directors of the Oakdale Irrigation District declares "surplus water" in the amount of 75,000 af for use to out-of-district purposes as may be approved by the Board of Directors.

Upon motion of Director, seconded by Director, and duly submitted to the Board for its consideration, the above titled resolution was duly passed and adopted at the regular meeting of the Board of Directors of the Oakdale Irrigation District this fifth day of March in the year 2019, by the following vote of the Board of Directors:

Ayes:

Noes:

Absent:

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 17
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO PROVIDE STAFF DIRECTION ON PROVIDING OUT-OF-DISTRICT WATER TO LOCAL AGRICULTURAL WATER USERS SERVED BY OID IN 2019

RECOMMENDED ACTION: Staff Recommends that the Board Direct the Preparation of an Initial Study and Bring Back the Findings to the Board for Further Direction

BACKGROUND AND/OR HISTORY:

Water surplus to the needs of OID's in-district constituents has historically been made available to local Out-of-District water users. As discussed at the January 15, 2019 board meeting, providing out-of-district water locally to agricultural lands is an annual discretionary act of the OID Board of Directors (Board) and falls under the heading of a "project" within CEQA Guidelines. Such a designation requires a level of environmental analysis to determine if any impacts of the project's implementation rise to the level of significance. If so, those impacts need to be mitigated to less than significant.

The Board has the following options to consider when making a determination to provide out-of-district water in 2019:

1. CEQA Guidelines recommend that an Initial Study be conducted to determine the level of potential environmental impacts that could result from the Project. Based on the results of the Initial Study, a level of CEQA documentation would then be prepared commensurate with the findings from the Initial Study. The Initial Study process would likely take 2-3 months for a consultant to perform. Staff is on record advising the Board that, at a minimum, a Mitigated Negative Declaration would be the outcome of the Initial Study and the likelihood of an EIR is possible. These documents could take an additional 3-4 months or 12-18 months, respectively, to complete. These documents could be readied by the next water season, but not in time for this season.
2. Do nothing and make water available in 2019 to local out-of-district lands. If a CEQA challenge to that action, or any other legal, administrative or regulatory action against the out-of-district delivery of water is received, the District could immediately cease 2019 out-of-district water deliveries.

A total of 13 applicants representing 6,055 acres of land outside OID's service area were provided the ability to take out-of-district water in 2018. Approximately 5,645 acre feet of out-of-district water was reserved but only 3,810 acre feet were ultimately delivered.

This matter is before the Board to provide a course of action and direction to Staff on this matter.

FISCAL IMPACT: Potential revenue of \$300,000 - \$600,000 dependent on pricing and volume taken

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 18
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO CANCEL THE REGULARLY SCHEDULED BOARD MEETINGS ON MAY 7 AND 21, 2019 AND SCHEDULE ONE SPECIAL BOARD MEETING ON MAY 14, 2019 TO ALLOW BOARD MEMBERS TO ATTEND THE ACWA AND JPIA 2019 SPRING CONFERENCE MAY 6-10, 2019 IN MONTEREY, CA

RECOMMENDED ACTION: Cancel the May 7 and 21, 2019 Regularly Scheduled Board Meetings and Schedule One Special Board Meeting on May 14, 2019 to Allow Board Members to Attend the ACWA and JPIA 2019 Spring Conference May 6-10, 2019 in Monterey, CA

BACKGROUND AND/OR HISTORY:

The ACWA and JPIA 2019 Spring Conference is scheduled for May 6 - 10, 2019 in Monterey, California. It is anticipated that several Directors will be in attendance.

Staff is recommending that the regularly scheduled Board Meetings on May 7 and 21, 2019 be cancelled and one Special Board Meeting be scheduled for May 14, 2019.

FISCAL IMPACT: None

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: March 5, 2019
Item Number: 19
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON APPOINTMENT OF AN AD HOC COMMITTEE TO PROVIDE STAFF DIRECTION ON POLICY DEVELOPMENT MATTERS REGARDING THE GROUNDWATER SUSTAINABILITY PLAN FOR THE EASTERN SAN JOAQUIN GROUNDWATER AUTHORITY ADVISORY COMMITTEE

RECOMMENDED ACTION: The President has Complete Discretion on Appointments to Ad Hoc Committees as Per OID Policy

BACKGROUND AND/OR HISTORY:

In the development of the GSP by the ESJGA Advisory Committee there is a need to address and develop draft policies that are implementable for all member agencies. That will take input to Staff, who currently sit on the Advisory Committee, and that input needs to come from the represented agencies Board. Final policy matters will be presented and adopted by the full Board at some point but in the near-term, Staff is requesting an Ad Hoc Committee be appointed for early consultation and guidance on the development of these early policy recommendations.

The OID's Board Guidelines (page 9) provides for the appointment of ad hoc Committees for such purposes as is being requested. Unless otherwise specified, members of an ad hoc Committee shall be appointed by the President of the Board and shall serve at the President's pleasure.

This matter does not require a vote and is presented as an Action Item to capture the Committee assignment in the Minutes and to allow public discussion on the Committee appointments.

FISCAL IMPACT: None

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

Action(s) to be taken:



DISCUSSION ITEMS

**BOARD MEETING OF
MARCH 5, 2019**

DISCUSSION ITEM

| | |
|--------------|---------------|
| Date: | March 5, 2019 |
| Item Number: | 20 |
| APN: | N/A |

SUBJECT: DISCUSSION ON THE REVISED IRRIGATION WATER SERVICE AND RELATED FEES POLICY OF THE OAKDALE IRRIGATION DISTRICT

BACKGROUND AND DISCUSSION:

Division 11 of the California Water Code (Code) outlines the powers and authorities of Irrigation Districts. Sections within the Code allow Districts to levy charges in lieu of assessments and adopt various rules, charges, and penalties to assist in the administration of District powers. One of the policies adopted by the OID Board under these Water Code authorities was the Irrigation Water Service and Related Fees Policy. The Board had previously requested that this policy be revised and returned to them for consideration on a couple of matters discussed below.

The current Irrigation Water Service and Related Fees Policy allows the Chief Financial Officer (CFO) to write off no more than \$2.00 due to an error in payments. Any request for cancellation, modification, or refund of charges or penalties that exceeds \$2.00 must be presented to the Board of Directors (Board) for consideration. This is a cumbersome requirement within the current policy and necessitates that Staff bring all matters over \$2.00 back to the Board for approval.

The revisions Staff is seeking to the current policy is to clarify the language regarding refusal to furnish water to reflect the current practice and delegate authority to both the CFO and the General Manager to address. The proposed revisions include the ability of the CFO and GM to cancel, modify, or refund charges, penalties and interest. Limits placed on the delegation include limiting the CFO to an amount of \$50.00 or less and the General Manager to an amount of \$100.00 or less. The revisions also provide that any request for modification of charges, penalties, and interest be completed and supported in writing.

Staff is providing a redlined version of the proposed changes for the Board's consideration and input to staff. A final amended version will be brought back to the Board for its adoption.

ATTACHMENTS:

- Draft Revised OID Irrigation Water Service and Related Fees Policy – Redline Version

Board Comments:

OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS

Subject: **IRRIGATION WATER SERVICE AND RELATED FEES
POLICY**

Policy and Procedure No.:

Responsible Department: **All Departments**

PURPOSE

The District has certain rules to implement its charges related to irrigation water service and related fees.

SCOPE

This policy and procedure applies to all Departments.

POLICY AND PROCEDURE

1. Annually, on or about November 1, the Board of Directors shall fix rates, charges and fees, including water "delivery" and "volumetric charges for the services specified in *California Water Code* Section 22280, et seq., (hereinafter identified by "Section" only) to be collected in lieu of levying annual assessments for such services. Revenue derived from such charges shall be used for District purposes in lieu of revenues from assessments.
2. All fees and costs associated with the website on-line payment will be the responsibility of the customer.
3. Applications for Surface Irrigation Water Abandonments received from landowners prior to December 31 shall be considered effective for the current billing period, if approved by the District and all prior year water charges are paid. Applications will remain valid only during the current billing period. A new application and application fee will be required for a new billing period. All current charges are considered due and payable as billed until final approval of the Agreement by the Board. Penalties and service charges applied to original charges will remain as billed, even when abandonment is completed, approved and original charges revised.

Applications received from landowners after December 31 shall be effective for the next year's billing period.

4. Section 22282.1 provides that the district may refuse service to any land if outstanding charges for services already rendered such land have not been paid within a reasonable time.

The District may refuse to furnish water to any parcel of land if outstanding charges for water or services already furnished or rendered to such land (including penalties) have not been paid in full or if either the first or second installment of the annual assessment has not been paid in full by the due date provided by December 31st of that year.

5. Section 25929 provides that the District shall accept payment of current year charges tendered even though while prior year charges are delinquent on the real property may exist at the instructions of the landowner. However, water service will continue to be withheld until all prior delinquent charges, penalties, and costs have been collected.
6. The Board shall order the Treasurer, in accordance with Codes Section 26000, to cancel or modify, as may be proper, an assessment when it finds that any property has been either:
- (a) Assessed in any year more than once.
 - (b) Assessed by reason of a clerical error for more than its cash value.
 - (c) Computed for assessment on an excessive acreage.
 - (d) Assessed while not in district.

Any other cancellation or modification to charges not mentioned in Section 26000 or in this resolution shall be submitted to the Board of Directors for consideration.

7. On order of the Board, order in accordance with Section 26001, any assessments, penalties or costs thereon, or portions thereof, shall be refunded by the treasurer if they were either:
- (a) Paid more than once.
 - (b) Erroneously or illegally collected.
 - (c) Paid with respect to property not in the district and which has never been in the district.

Any other cancellation, modification, or refund of charges, including penalties and interest not mentioned in Sections 26000 or 26001 or in this resolution shall be submitted to the Board of Directors for consideration if the amount of the cancellation, modification or refund exceeds \$100.00.

The Board delegates the authority to cancel, modify or refund any charges, penalties or interest of amounts of \$100.00 or less per occurrence to the General Manager. Amounts of \$50.00 or less are delegated to the Chief Finance Officer. All requests

for cancellation, modification, or refund of penalties must be completed in writing and approved by the General Manager or Chief Finance Officer based on the limits mentioned above.

Overpayment on accounts resulting in a credit shall remain on account and applied to subsequent charges; unless otherwise requested by customer or if change in property title occurs.

~~Error made in payments not more than \$2.00 may be written off by the Chief Financial Officer.~~

8. Section 22284 provides that when any charges fixed under *Water Code* section 22280, et seq., for water or other services become delinquent, they shall be collected by one or more of the procedures specified in Section 25806, including the placement of delinquent water charges and other related charges on the County Tax Roll in which the real property is situated.

Section 25806(2)(b) provides for where the County assumes the responsibility of collection pursuant to Chapter 7 (commencing with Section 26500), the amount of the unpaid charges may be added to and become part of, the annual charges levied upon the real property upon which the water for which the charges are unpaid was used and upon the real property subject to the charges for any other district services and shall constitute a lien on that real property upon recordation of the order confirming the assessment in the office of the county recorder of the county in which the real property is situated.

9. On or about July 15 of each year, the District shall notify those customers delinquent in the payment of water charges and other related charges, for the prior year's delinquent charges, of the District's intentions of the placement of delinquent accounts on the County Tax Roll in which the real property is situated.
10. When title to property within the District is transferred, the entire current year charges, as well as any and/all delinquent charges, shall be due and payable irrespective of the due dates. Title and escrow companies shall be notified accordingly when inquiries are made in connection with pending escrows.
11. In accordance with Penal Code, Section 498 – "Theft of Utility Services" and Water Code Section 22225, the District shall impose fees for the recovery of damages for the unauthorized diverting of water or tampering with OID water conveyance facilities.

When a fee is assessed for the unauthorized diverting of water or tampering with OID water conveyance facilities a written notice shall be mailed to the offender by certified mail. If the fee is not paid after fifteen days from receipt of the written notification, the offender's gate will be locked until paid. The requirement to pay the fine will not be waived during any assertion of innocence or error by the offender, however, the

DRAFT

Board has full discretion to hear any matter brought before it on the matter and refund all or a portion of the fine based on individual circumstances.

In addition to the fine for tampering with the system, the offending party will be billed for all water that potentially was withdrawn from the OID system at the out-of-district water rate currently in effect. The volume determined to be withdrawn without authorization shall be determined by the Water Operations Manager.



COMMUNICATIONS

**BOARD MEETING OF
MARCH 5, 2019**

FEB 05 2019



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
1315 East-West Highway
Silver Spring, MD 20910
THE DIRECTOR

Received

FEB 11 2019

Oakdale ID

Mr. Steve Knell, P.E.
General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Dear Mr. Knell:

Thank you for your recent letter highlighting the Program to Protect Native Anadromous Fish in the Stanislaus River under the Water Infrastructure Improvement Act of 2016. I am pleased to hear that such significant progress has been made to date on the program, and that your ongoing collaboration with the consultant FISHBIO is going well.

I appreciate your letter's overview of 2018 activities, and note that the National Marine Fisheries Service's (NMFS) California Central Valley Office (CCVO) staff have received a more detailed *Field Summary Report for 2018 Activities* from FISHBIO. As you noted, staff from CCVO and NOAA's Southwest Fisheries Science Center are working with FISHBIO and the California Department of Fish and Wildlife on study planning for the 2019 field season. The extended sampling season (compared to 2018) and predator removal efforts planned for 2019 are already covered by the research permit that was issued in May 2018.

The Water Infrastructure Improvement Act requires that an estimate of the cost to be incurred by NMFS for the program during the following calendar year be submitted to the Districts. While we have not requested any funds for 2019, CCVO staff will continue to host a website to share project-collected data at the following link:

https://www.westcoast.fisheries.noaa.gov/central_valley/water_operations/stannonnativeresearch.html. CCVO staff will also provide regulatory support and technical expertise.

I appreciate the Districts' collaboration to date, and I am committed to ensuring NMFS' continued support throughout the implementation of this program. If you have any questions, please contact Barbara Byrne in our California Central Valley Office at (916) 930-5612 or barbara.byrne@noaa.gov.

Sincerely,

Chris Oliver

THE ASSISTANT ADMINISTRATOR
FOR FISHERIES



Printed on Recycled Paper



State Water Resources Control Board Water Rights Enforcement Policy Information Meetings

MEETINGS:

March 1, 2019
1:00 p.m. - 4:00 p.m.
CalEPA Building
Klamath Room
1001 I Street
Sacramento, CA 95814
Webcast: <https://video.calepa.ca.gov/>

March 4, 2019
1:00 p.m. - 4:00 p.m.
Webcast: <https://video.calepa.ca.gov/>

March 11, 2019
3:00 p.m. - 6:00 p.m.
Central Valley Regional Water Board
Fresno Office, Kings Room
1685 E Street
Fresno, CA 93706

PURPOSE OF MEETINGS:

- To provide general information about the proposed Water Rights Enforcement Policy
- To solicit public input
- To notify interested parties how to provide comments and recommendations
- To outline the State Water Board's process and timeline for developing the Policy

AGENDA:

- State Water Board Presentation
- Opportunity for Engagement
 - How Should the Board set statewide enforcement priorities?
 - How would you suggest the Board deploy its limited enforcement resources to promote compliance?
- General Questions and Answers

WHO SHOULD ATTEND:

Water Right Holders, Stakeholders,
Consulting Engineers and Attorneys,
Environmental Organizations and Non-
profits

HOW TO SIGN UP FOR STATE WATER BOARD'S EMAIL SUBSCRIPTION:

To receive additional information about the State Water Board's efforts related to the proposed Water Rights Enforcement Policy, please subscribe to the State Water Board's "Enforcement Policy" email list under "Water Rights" on the following webpage:

http://www.waterboards.ca.gov/resources/email_subscriptions/swrcb_subscribe.shtml

For more information, please visit our website at:

https://www.waterboards.ca.gov/waterrights/water_issues/programs/enforcement/policy/

RECEIVED

FEB 11 2019

OAKDALE ID

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*Proposed Attorneys for Debtors
 and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
 COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
 No. 19-30088 (DM).*

Bankruptcy Case
 No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

NOTICE OF OMNIBUS HEARING

Date: February 27, 2019
 Time: 9:30 a.m. (Pacific Time)
 Place: United States Bankruptcy Court
 Courtroom 17, 16th Floor
 San Francisco, CA 94102

NOTICE OF OMNIBUS HEARING

1 **PLEASE TAKE NOTICE** that on January 29, 2019 (the "**Petition Date**"), PG&E
2 Corporation ("**PG&E Corp.**") and Pacific Gas and Electric Company (the "**Utility**"), as debtors and
3 debtors in possession (the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11**
4 **Cases**"), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States
5 Code (the "**Bankruptcy Code**") with the United States Bankruptcy Court for the Northern District
6 of California (San Francisco Division) (the "**Bankruptcy Court**"). A hearing was held on January
7 31, 2019 (the "**First Day Hearing**"), where, among other things, the Bankruptcy Court granted
8 interim relief regarding the Motions listed in Section I, below.

9 **PLEASE TAKE FURTHER NOTICE** that, the Bankruptcy Court will hold a hearing on
10 **February 27, 2019, at 9:30 a.m. (Pacific Time)** (the "**Omnibus Hearing**") in the courtroom of the
11 Honorable Dennis Montali, United States Bankruptcy Judge, Courtroom 17, 16th Floor, 450 Golden
12 Gate Avenue, San Francisco, California 94102.

13 **PLEASE TAKE FURTHER NOTICE** that a proposed agenda with respect to the Omnibus
14 Hearing is set forth below. At the Omnibus Hearing, the Bankruptcy Court will hear the motions and
15 applications filed by the Debtors and listed in Sections I and II of the proposed agenda below (the
16 "**Motions**"). Copies of each pleading identified below can be viewed and/or obtained: (i) by
17 accessing the Court's website at <http://www.canb.uscourts.gov>, (ii) by contacting the Office of the
18 Clerk of the Court at 450 Golden Gate Avenue, San Francisco, CA 94102, or (iii) from the Debtors'
19 proposed notice and claims agent, Prime Clerk LLC ("**Prime Clerk**"), at
20 <https://restructuring.primeclerk.com/pge> or by calling (844) 339-4217 (toll free) for U.S.-based
21 parties; or +1 (929) 333-8977 for International parties or by e-mail at: pgeinfo@primeclerk.com.
22 Note that a PACER password is needed to access documents on the Bankruptcy Court's website.

23 **PLEASE TAKE FURTHER NOTICE** that any oppositions or responses to the Motions
24 must be in writing, filed with the Bankruptcy Court, and served on the counsel for the Debtors at the
25 above-referenced address so as to be received by no later than **February 20, 2019**. In deciding the
26 Motions, the Court may consider any other document filed in these Chapter 11 Cases and related
27 Adversary Proceedings.

28 **PROPOSED AGENDA FOR OMNIBUS HEARING ON**
FEBRUARY 27, 2019 AT 9:30 A.M. (PACIFIC TIME)

I. **MOTIONS WHERE INTERIM RELIEF WAS GRANTED AT THE FIRST DAY**
HEARING AND FINAL RELIEF WILL BE SOUGHT AT THE OMNIBUS
HEARING

1. **Cash Management Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§ 105(a),
363(b), and 507 and Fed. R. Bankr. P. 6003 and 6004 for Interim and Final Authority to (I)(A)
Continue Existing Cash Management System, (B) Honor Certain Prepetition Obligations Related to
the Use Thereof, (C) Continue Intercompany Arrangements, (D) Continue to Honor Obligations
Related to Joint Infrastructure Projects, and (E) Maintain Existing Bank Accounts and Business
Forms; and (II) Waiving the Requirements of 11 U.S.C. § 345(b) [Dkt No. 7].

2. **Insurance Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§ 105(a), 362(d),
363(b), 363(c), and 364 and Fed. Bankr. P. 4001, 6003, and 6004 for Interim and Final Orders (I)

1 Authorizing the Debtors to Maintain Insurance Policies, Workers' Compensation Program, and
2 Surety Bond Program and Pay All Obligations With Respect Thereto; and (II) Granting Relief From
the Automatic Stay with Respect to Workers' Compensation Claims [Dkt No. 9].

3 3. **Exchange Operator Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§ 105, 362,
363, and 364 and Fed. R. Bankr. P. 6003 and 6004 to (A) Honor Prepetition Obligations to Natural
4 Gas and Electricity Exchange Operators, (B) Grant Administrative Expense Claims and Authorize
5 Posting of Postpetition Collateral to Exchange Operators, (C) Modify the Automatic Stay, and (D)
Grant Related Relief [Dkt No. 15].

6 4. **Operational Integrity Suppliers Motion.** Motion of Debtors Pursuant to 11 U.S.C.
7 §§ 105(a), 363(b), and 503(b)(9) and Fed. R. Bankr. P. 6003 and 6004 for Interim and Final
8 Authority to Pay Prepetition Obligations Owed to Certain Safety and Reliability, Outage, and
Nuclear Facility Suppliers [Dkt No. 12].

9 5. **Lien Claimants Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§ 105(a), 363(b),
10 and 503(b) and Fed. R. Bankr. P. 6003 and 6004 (I) for Interim and Final Authority to Pay
11 Prepetition Obligations Owed to Shippers, Warehousemen, and Other Lien Claimants, and (II)
Granting Administrative Expense Priority Status for Claims Arising from Goods Delivered to the
Debtors Postpetition [Dkt No. 13].

12 6. **Taxes Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§ 105, 363, 507(a), and
13 541(d) and Fed. R. Bankr. P. 6003 and 6004 for Interim and Final Authority to Pay Certain
14 Prepetition Taxes and Assessments and Granting Related Relief [Dkt No. 11].

15 7. **Customer Programs Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§ 105(a),
363(b), and 507(a)(7) and Fed. R. Bankr. P. 6003 and 6004 for Interim and Final Orders (I)
16 Authorizing Debtors to (A) Maintain and Administer Customer Programs, Including Public Purpose
17 Programs, and (B) Honor Any Prepetition Obligations Relating Thereto; and (II) Authorizing
Financial Institutions to Honor and Process Related Checks and Transfers [Dkt No. 16].

18 8. **Employee Wages and Benefits Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§
19 105(a), 363(b), and 507 and Fed. R. Bankr. P. 6003 and 6004 for Interim and Final Authority to (I)
20 Pay Prepetition Wages, Salaries, Withholding Obligations, and Other Compensation and Benefits;
(II) Maintain Employee Benefits Programs; and (III) Pay Related Administrative Obligations [Dkt
No. 8].

21 9. **NOL Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§ 105(A) and 362 for
22 Interim and Final Orders Establishing Notification Procedures and Approving Restrictions on
23 Certain Transfers of Stock of, and Claims Against, the Debtors [Dkt No. 10].

24 10. **DIP Financing Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§ 105, 362, 363,
364, 503 and 507 and Fed. R. Bankr. P. 2002, 4001, 6003, 6004 and 9014 for Interim and Final
25 Orders (I) Authorizing the Debtors to Obtain Senior Secured, Superpriority, Postpetition Financing,
26 (II) Granting Liens and Superpriority Claims, (III) Modifying the Automatic Stay, (IV) Scheduling
Final Hearing, and (V) Granting Related Relief [Dkt No. 23].

1 **II. ADDITIONAL MOTIONS TO BE CONSIDERED AT THE OMNIBUS HEARING**

2 11. **Reclamation Procedures Motion.** Motion of Debtors for Entry of Order Pursuant to
3 11 U.S.C. §§ 546(c) and 105(a) and Fed. R. Bankr. P. 9019 Establishing and Implementing
Exclusive and Global Procedures for the Treatment of Reclamation Claims [Dkt No. 30].

4 12. **Section 509(b)(3) Procedures Motion.** Motion of Debtors Pursuant to 11 U.S.C.
5 §§ 503(b)(9) and 105(a) for Entry of an Order Establishing Procedures for the Assertion, Resolution,
and Satisfaction of Claims Asserted Pursuant to 11 U.S.C. § 503(b)(9) [Dkt No. 31].

6 13. **Utilities Motion.** Motion of Debtors Pursuant to 11 U.S.C. §§ 366 and 105
7 Requesting Entry of an Order (I) Approving Debtors' Proposed Form of Adequate Assurance for
Payment of Utility Providers, (II) Establishing Procedures Providing Adequate Assurance and
8 Resolving Objections of Utility Providers, and (III) Prohibiting Utility Providers from Altering,
Refusing, or Discontinuing Service [Dkt No. 32].

9 14. **Case Management Motion.** Motion of Debtors for Entry of Order Implementing
10 Certain Notice and Case Management Procedures [Dkt No. 352].

11 15. **Interim Compensation Procedures Motion.** Motion of Debtors Pursuant to 11
12 U.S.C. §§ 331 and 105(a) and Fed. R. Bankr. P. 2016 for Authority to Establish Procedures for
Interim Compensation and Reimbursement of Expenses of Professionals [Dkt No. 349].

13 16. **Ordinary Course Professionals Motion.** Motion of Debtors Pursuant to 11 U.S.C.
14 §§ 105(a), 327, 328, and 330 for Authority to Employ Professionals Used in the Ordinary Course of
Business *Nunc Pro Tunc* to the Petition Date [Dkt No. 350]

15 Dated: February 6, 2019

16 **WEIL, GOTSHAL & MANGES LLP**

17 **KELLER & BENVENUTTI LLP**

18 /s/ Jane Kim

19 Jane Kim

20 *Proposed Attorneys for Debtors and Debtors in*
21 *Possession*

Oakdale

CHAMBER of COMMERCE

C A L I F O R N I A

Certificate of Appreciation

presented to

Oakdale Irrigation District

With gratitude for the valuable support of our community .



President *Allison Carroll Schwartz*

Manager *Mary Alexander*



CLOSED SESSION ITEMS

BOARD MEETING OF MARCH 5, 2019