



AGENDA MATERIALS

TRI-DAM PROJECT



TRI-DAM POWER AUTHORITY



BOARD MEETING

September 21, 2023

**REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
SEPTEMBER 21, 2023
9:00 A.M.**

**Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361**

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, SEPTEMBER 18, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://us02web.zoom.us/j/3585721867>

or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing jhassell@oakdaleirrigation.com by 4:30 p.m., Wednesday, September 20, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5502, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 - 6

1. Approve the regular board meeting minutes of August 17, 2023.
 2. Approve the Financial Statements of the seven months ending July 31, 2023.
 3. Approve the August statement of obligations.
 4. Approve renewal of Anthem Medical Plan Insurance Coverage effective January 1, 2024.
 5. Approve renewal of Delta Dental Insurance Plan Coverage effective January 1, 2024.
 6. Approve renewal of Vision Services Plan Insurance Coverage effective January 1, 2024.
-

ACTION CALENDAR

ITEMS 7 - 13

7. Discussion and possible action regarding Application 2023-28, Variance Request for the Shoreline Management Plan for a private facility to extend beyond the 40 ft. maximum distance from the 510' elevation contour. Property is located within the Poker Flat Subdivision at 524 Thomson Lane, Copperopolis, CA 95228, APN 064-035-003.
8. Discussion and possible action to authorize the replacement of Tulloch Cottage 2 ducted air conditioner with a ductless mini-split, to include a capital budget amendment authorization.
9. Discussion and possible action to approve the purchase of a 4 stroke Lowe Boat Motor, to include a capital budget amendment authorization.
10. Discussion and possible action to authorize purchase of replacement tire chains.
11. Discussion and possible action to authorize the General Manager to execute Professional Services Agreement with Western Hydrologic Systems for stream gaging services for water years 2024 through 2025.
12. Discussion and possible action to approve 2023/2024 SDRMA insurance policy. – *This item will be hand carried.*

To Be Discussed Following Closed Session

13. Discussion and possible action to consider claim presented by Cari McCormick et al v. CalPERS Employers.
-

DISCUSSION

ITEM 14

14. Discussion regarding the Me-Wuk Tribe extension of time to complete CEQA in the OID water transfer agreement.
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COMMUNICATIONS

ITEMS 15 – 18

15. Staff reports as follows:
 - a. General Manager Report
 - b. Operations Report
 - c. Maintenance Report
 - d. Compliance Report
16. Generation Report
17. Fisheries studies on the Lower Stanislaus River

CLOSED SESSION

ITEM 19

19. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
1. *Tri-Dam v. Scott Frazier*
Eastern District of California No: 1:20-CV-00408-SKO
 2. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*
County of Sacramento Superior Court
Case No. JCCP 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code §54956.9(d)(2)
Two (2) cases
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation
Government Code §54956.9(d)(4)
One (1) case
-

ADJOURNMENT

ITEM 20

20. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Project August 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of August 21, 2023 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

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

VOTE:

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

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

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

August 17, 2023
Manteca, California

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

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

OID DIRECTORS

SSJID DIRECTORS

DIRECTORS PRESENT:

ED TOBIAS
LINDA SANTOS
TOM ORVIS
BRAD DEBOER
HERMAN DOORNENBAL

GLENN SPYKSMA
MIKE WESTSTEYN
DAVID KAMPER
DAVID ROOS

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Genna Modrell, Finance Asst., Tri-Dam Project; Daniel Hogue, Interim Maintenance Supervisor, Tri-Dam Project; Brett Gordon, Interim Operations Supervisor, Tri-Dam Project; Justin Calbert, License Compliance, Tri-Dam Project; Mia Brown, Counsel, SSJID; Brandon Nakagawa, Water Resources Coordinator, SSJID; Sonya Williams, Finance & Admin. Manager, SSJID

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

- ITEM #1** Approve the regular board meeting minutes of July 20, 2023.
ITEM #2 Approve the July statement of obligations.

Director Tobias moved to approve items one and two as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook

ACTION CALENDAR

ITEM #3 Discussion and possible action regarding District Distribution and Maintenance Fund transfer pursuant Tri-Dam Project Resolution #2013-01.

TRI-DAM PROJECT
RESOLUTION NO. TDP 2023-08
RESOLUTION AUTHORIZING SEMI-ANNUAL
FUND DISTRIBUTIONS

BE IT RESOLVED, that the Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District (“Joint Boards” and “Districts”) meeting as the Joint Boards of Directors of the Tri-Dam Project (Project) adopt this Resolution.

WHEREAS, the Joint Boards have adopted Tri-Dam Project Resolution 2022-04, dated February 17, 2022 rescinding and superseding all previous resolutions and,

WHEREAS, the Joint Boards have received and reviewed written information pertaining to the amount of current financial reserves of Tri-Dam Project and,

WHEREAS, the Joint Boards finds that the requirements of Resolution 2022-04 have been met and,

WHEREAS, the Joint Boards finds that funds are being held by Tri-Dam Project that are in excess of the Project’s current and near-term business needs and,

WHEREAS, the Joint Boards finds that such excess funds may be more beneficially applied to District needs and requirements.

NOW THEREFORE, the Joint Boards of Directors hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. Determines that funds in the total amount of \$15,980,000 are available for distribution to the Districts;
3. Directs that such distribution shall be made no later than August 31, 2023.
4. Directs the Tri-Dam Project General Manager and Interim Finance Manager to make such distribution, one-half (\$7,990,000) to each District, in a time and manner as is reasonably practical pursuant to the terms of this Resolution.

PASSED AND ADOPTED by the Joint Board of Directors of the OAKDALE IRRIGATION DISTRICT and of the SOUTH SAN JOAQUIN IRRIGATION DISTRICT for the TRI-DAM PROJECT this 17th day of August, 2023, by the following vote:

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

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook

ITEM #4 Discussion and possible action to approve the United States Geological Survey (USGS) Streamgaging agreement for fiscal year 2023.

Summer Nicotero presented the US Geological Survey Streamgaging agreement for operation and maintenance of reservoir level data for Donnells, Beardsley and Tulloch for FY 2024 including an amount not to exceed \$60,470.

Director Orvis moved to approve as presented. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook

ITEM #5 Discussion and possible action to approve 2023 Annual FERC Administrative Fees.

Director DeBoer moved to approve as presented. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook

ITEM #6 Discussion and possible action to authorize the General Manager to execute Professional Services Agreement with Land and Structure to prepare documents for Sonora office remodel.

Summer Nicotero reminded the Board that phase 1 was previously approved. Phases 2 and 3 will have additional work that will be required to prepare for public bid. Director DeBoer suggested designing the front half so that it could be leased out while Director Tobias suggested maintaining plenty of space for future growth. Finally, Director Weststeyn suggested putting together a design committee.

Director Santos moved to approve as presented including a capital budget amendment not to exceed \$125,000. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook

COMMUNICATIONS

ITEM #7 Staff Reports:

A. General Manager, Summer Nicotero

- Summer Nicotero added an update regarding recent FERC site inspections with only one notation.

B. Interim Maintenance Supervisor, Daniel Hogue

- Nothing to add.

C. Interim Operations Supervisor, Brett Gordon

- Nothing to add.

- D. Interim License Compliance Coordinator, Justin Calbert
- Nothing to add.

ITEM #8 Generation Report

No report.

ITEM #9 Fisheries Studies on the Lower Stanislaus River

No report.

ITEM #10 Directors Comments

The Directors thanked Summer for her efforts.

President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 9:39 a.m.

The Tri-Dam Project meeting resumed at 9:43 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Weststeyn announced before closed session that the following items would be discussed. The Board took a brief recess at 9:43 a.m. and convened to Closed Session at 10:16 a.m.

ITEM #11 Closed Session

11. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *Tri-Dam v. Scott Frazier*
Eastern District of California No: 1:20-CV-00408-SKO
 2. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*
County of Sacramento Superior Court
Case No. JCCP 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code § 54956.9(d)(2)
One (1) case
- c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation
Government Code § 54956.9(d)(4)
- d. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code § 54957(b)(1)
General Manager

At the hour of 12:57 p.m., the Board reconvened to open session.

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

ADJOURNMENT

President Weststeyn adjourned the meeting at 12:58 p.m.

The next regular board meeting is scheduled for September 21, 2023, at the offices of Oakdale Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

DRAFT

BOARD AGENDA REPORT

Date: 09/21/2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Project Financial Statements for the Seven Months ending July 31, 2023

RECOMMENDED ACTION: Approve the Financial Statements for the Seven Months ending July 31, 2023.

BACKGROUND AND/OR HISTORY:

As of the financial statement date of July 31, 2023, the Tri-Dam Project (TDP) cash and investments increased by \$4.5M combined over the prior year due primarily to the increase in power sales over the prior year. Reserve Funds in investments total \$14.2M for a combined total of \$15.3M in the two entities.

TDP has realized 122.7% of its year-to-date budgeted operating revenues for 2023, and utilized 44.8% of its budgeted operating expenses. Investment earnings are currently 283.4% of the annual budget.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 7/31/2023 (unaudited)

Board Motion:

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

VOTE:

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

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



Tri-Dam Project

Statement of Net Position

July 31, 2023
(unaudited)

	July 31, 2023	July 31, 2022
Assets		
1 Cash	\$ 23,275,056	\$ 18,997,754
2 Investment Securities & Money Market	14,126,762	13,887,981
3 Accounts Receivable	7,773,183	3,654,482
4 Due from Tri-Dam Power Authority	236,627	229,361
5 Prepaid Expenses	246,050	157,590
6 Capital Assets	117,352,474	112,067,336
7 Accumulated Depreciation	(57,519,591)	(55,393,778)
8 Intangible Assets	8,213,938	8,213,938
9 Accumulated Amortization - Intangibles	(2,994,015)	(2,682,640)
10 Deferred Outflows - Pension Related	2,064,993.00	610,452
11 Total Assets & Deferred Outflows	112,775,477	99,742,476
Liabilities		
12 Accounts Payable	3,696	10,064
13 Unearned Revenue	-	75,049
14 Deposits	68,000	83,000
15 Other Current Liabilities	180,382	201,463
16 Long-Term Liabilities	606,142	1,464,143
17 Net Pension Liability	3,635,864	459,338
18 Deferred Inflows - Pension & Leases	838,658	547,447
19 Total Liabilities & Deferred Inflows	5,332,742	2,840,504
Net Position		
21 Net Position - Beginning of Year	89,023,629	90,868,089
22 Distributions	(8,760,000)	(8,000,000)
23 YTD Net Revenues	27,179,105	14,033,883
24 Total Net Position	107,442,734	96,901,972
25 Total Liabilities and Net Position	\$ 112,775,477	\$ 99,742,476



Tri-Dam Project

Statement of Revenues and Expenses

Month to Date for July 31, 2023

	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 Operating Revenues							
2 Power Sales	\$ 2,166,667	\$ 4,913,650	\$ 2,746,983	126.8%	\$ 2,450,134	\$ 2,463,516	100.5%
4 Headwater Benefit	30,000.00	30,000	-	0.0%	-	30,000	0.0%
5 Total Operating Revenues	<u>2,196,667</u>	<u>4,943,650</u>	<u>2,746,983</u>	<u>125.1%</u>	<u>2,450,134</u>	<u>2,493,516</u>	<u>102%</u>
6							
7 Operating Expenses							
8 Salaries and Wages	223,442	154,967	(68,475)	-30.6%	147,230	7,737	5.3%
9 Benefits and Overhead	148,567	156,169	7,602	5.1%	473,114	(316,945)	-67.0%
10 Operations	86,458	22,079	(64,379)	-74.5%	9,171	12,908	140.7%
11 Maintenance	139,157	62,563	(76,594)	-55.0%	29,605	32,958	111.3%
12 General & Administrative	265,892	180,148	(85,744)	-32.2%	431,188	(251,040)	-58.2%
13 Depreciation & Amortization	187,500	187,468	(32)	0.0%	160,211	27,257	17.0%
14 Total Operating Expenses	<u>1,051,015</u>	<u>763,394</u>	<u>(287,621)</u>	<u>-27.4%</u>	<u>1,250,519</u>	<u>(487,125)</u>	<u>-39%</u>
15							
16 Net Income From Operations	1,145,652	4,180,256	3,034,604	264.9%	1,199,615	2,980,641	248.5%
17							
18 Nonoperating Revenues (Expenses)							
19 Investment Earnings (Expenses)	11,083	23,576	12,493	112.7%	51,655	(28,079)	-54.4%
20 Lawsuit Settlement Proceeds	-	-	-	0.0%	1,550,500	(1,550,500)	-100.0%
21 Change in Market Value of Investments	-	-	-	0.0%	-	-	0.0%
22 Water Sales	16,667	-	(16,667)	-100.0%	-	-	0.0%
23 Rental Income	8,167	328	(7,839)	-96.0%	43,502	(43,174)	-99.2%
24 Gain/(Loss) on Asset Disposal	-	-	-	0.0%	8,850	(8,850)	-100.0%
25 Reimbursements/Govt Entities	20,000	29,841	9,841	49.2%	-	29,841	0.0%
26 Other Nonoperating Revenue	2,000	3,033	1,033	51.7%	2,340	693	29.6%
27 Total Nonoperating Revenues (Expenses)	<u>57,917</u>	<u>56,778</u>	<u>(1,139)</u>	<u>-2.0%</u>	<u>1,656,847</u>	<u>(1,600,069)</u>	<u>-97%</u>
28							
29 Net Revenues	<u>\$ 1,203,568</u>	<u>\$ 4,237,034</u>	<u>\$ 3,033,466</u>	<u>252%</u>	<u>\$ 2,856,462</u>	<u>\$ 1,380,572</u>	<u>48.3%</u>
30							



Tri-Dam Project
Statement of Revenues and Expenses
Year to Date for the Period Ending July 31, 2023

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 Operating Revenues							
2 Power Sales	\$ 15,166,667	\$ 31,904,563	\$ 16,737,896	110.4%	\$ 20,606,592	\$ 11,297,971	54.8%
3 Headwater Benefit	210,000	210,000	-	0.0%	180,000	30,000	16.7%
4 Total Operating Revenues	15,376,667	32,114,563	16,737,896	108.9%	20,786,592	11,327,971	54%
Operating Expenses							
4 Salaries and Wages	223,442	1,160,470	937,028	419.4%	1,215,266	(54,796)	-4.5%
5 Benefits and Overhead	1,039,967	853,739	(186,228)	-17.9%	1,960,322	(1,106,583)	-56.4%
6 Operations	605,208	533,808	(71,400)	-11.8%	62,658	471,150	751.9%
7 Maintenance	974,097	381,348	(592,749)	-60.9%	281,833	99,515	35.3%
8 General & Administrative	1,861,242	1,403,012	(458,230)	-24.6%	2,062,807	(659,795)	-32.0%
9 Depreciation & Amortization	1,312,500	1,312,276	(224)	0.0%	1,186,319	125,957	10.6%
10 Total Operating Expenses	6,016,455	5,644,653	(371,802)	-6.2%	6,769,205	(1,124,552)	-17%
11 Net Income From Operations	9,360,212	26,469,910	17,109,698	182.8%	14,017,387	12,452,523	88.8%
12 Nonoperating Revenues (Expenses)							
13 Investment Earnings (Losses)	77,583	376,944	299,361	385.9%	(114,768)	491,712	-428.4%
14 Lawsuit Settlement Proceeds	-	-	-	0.0%	1,550,500	(1,550,500)	
14 Change in Market Value of Investments	-	-	-	0.0%	-	-	0.0%
15 Water Sales	116,667	100,000	(16,667)	-14.3%	83,000	17,000	20.5%
16 Rental Income	57,167	94,161	36,994	64.7%	56,831	37,330	65.7%
17 Gain/(Loss) on Asset Disposal	-	9,102	9,102	0.0%	18,900	(9,798)	-51.8%
18 Reimbursements/Govt Entities	140,000	110,640	(29,360)	-21.0%	96,591	14,049	14.5%
19 Other Nonoperating Revenue	14,000	18,348	4,348	31.1%	31,046	(12,698)	-40.9%
20 Total Nonoperating Revenues (Expenses)	405,417	709,195	303,778	74.9%	1,722,100	(1,012,905)	-59%
21 Net Revenues	\$ 9,765,628	\$ 27,179,105	\$ 17,413,477	178%	\$ 15,739,487	\$ 11,439,618	72.7%

Tri-Dam Project Capital Expenditures 2023 Amended Budget

Expenditure	2023 Amended Budget	2023 Actual Expenditures	Remaining Budget
Spare SS Transformer 480V-240V	5,000		5,000
Beardsley water tank	100,000	6,094	93,906
Equipment-Milling Machine	30,000	14,557	15,443
Equipment-Trucks (4) - 1 tons	495,000	384,927	110,073
Equipment-Replacement GM Vehicle	65,000	65,000	-
Upgrade SCADA RTU / RTAC/ RTU Migration	170,000	14,868	155,132
Goodwin Upgrade SCADA RTU / RTAC	25,000		25,000
Blk Crk Gate, Pole replacement, Antenna cable, conduit	7,500	18,937	(11,437)
Beardsley Dam Gate 1 Trunnion Pin Repair	100,000		100,000
Division Tower and Comm site install	400,000		400,000
O'Byrnes (Tulloch) Recreation Site	100,000	28,708	71,292
Tulloch skimmer Gate actuator	35,000		35,000
Tulloch Shoreline Erosion Project- Site #3	500,000		500,000
Tulloch Spillway	362,165	28,909	333,256
Tulloch Barge Removal	100,000		100,000
Electric Operators for shop doors	10,000		10,000
Donnells Solar Power	88,000		88,000
EGEN Replacement-Donnells	45,000		45,000
Beardsley Meters Upgrade	40,000		40,000
Tulloch Meters Upgrade	40,000		40,000
EGEN Replacement	30,000		30,000
Crane Scale-SF6Gas Scale	6,800		6,800
Equipment-Boat Motor-DDM	5,000		5,000
Equipment- Forklift for Strawberry	40,000	36,258	3,742
Equipment- Truck Replc F450 Intl Dump Truck	120,000		120,000
Donnells Gov. Upgrade to new Hardware	10,000	61	9,939
GM House Deck, Flooring and Exterior Improvements	20,000	56,593	(36,593)
Gov. Modernization change to Woodward	10,000	1,871	8,129
Donnells Log Booms	25,000	18,313	6,687
Cyberlock Project	50,000	103,221	(53,221)
Sonora Office Project (Purchase, Design & build)	125,000	1,302,961	(1,177,961)
FEMA 4N88 Site 1- Rock Slide	-	6,738	(6,738)
Digital Dynamometer	-	7,133	(7,133)
MCC Beardsley, Donnells & Tulloch	-	21,038	(21,038)
	<u>3,159,465</u>	<u>2,116,187</u>	<u>2,256,148</u>

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Project August Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of August Statement of Obligations

BACKGROUND AND/OR HISTORY:

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

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Project Statement of Obligations

Board Motion:

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

VOTE:

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

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

Tri-Dam Project

Statement of Obligations

Period Covered

August 1, 2023 to August 31, 2023

TRI-DAM PROJECT
STATEMENT OF OBLIGATIONS
Period Covered
August 1, 2023 to August 31, 2023

One-Half Oakdale Irrigation District	\$ 852,689.14
One-Half South San Joaquin Irrigation District	\$ 852,689.15
Total Obligations	<u>\$ 1,705,378.29</u>

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis

Ed Tobias

Linda Santos

Herman Doornenbal

Brad DeBoer

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

John Holbrook

Dave Kamper

David Roos

Glenn Spyksma

Mike Weststeyn

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

**OAKDALE IRRIGATION DISTRICT
PRESIDENT,**

Thomas D. Orvis

SECRETARY,

Scot A. Moody

Date

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT
PRESIDENT,**

Mike Weststeyn

SECRETARY,

Peter M. Rietkerk

Date

Project

August Checks



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
ACH	10813	ACWA Joint Powers Insurance Authority	08/23/2023	Health Benefits	51,089.39
ACH	10183	Cal PERS S457 Plan	08/23/2023	EE Retirement Plan	1,743.41
ACH	10815	Cal PERS System	08/23/2023	EE/ER Retirement Plan	18,792.52
ACH	10811	IBEW	08/23/2023	EE Union Dues	1,264.66
ACH	10812	Nationwide Retirement Solution	08/23/2023	EE Retirement Plan	3,453.32
130194	10183	Cal PERS S457 Plan	08/03/2023	EE Retirement Plan	1,175.00
130195	10815	Cal PERS System	08/03/2023	EE/ER Retirement Plan	19,510.09
130196	10811	IBEW	08/03/2023	EE Union Dues	1,264.66
130197	10812	Nationwide Retirement Solution	08/03/2023	EE Retirement Plan	3,466.80
130198	11475	Alley Tree & Landscape	08/03/2023	Day Use Maintenance/Janitorial	4,600.00
130199	11457	AT&T - CalNet	08/03/2023		210.51
130200	11086	Benefit Resource, LLC	08/03/2023		150.00
130201	11459	C & R Royal SVC, Inc.	08/03/2023	Batteries for DPH, BPH, TPH, Pontoon & 21-1, Brake Cleaner, DEF	2,056.24
130202	11010	Calaveras County Water District	08/03/2023		641.83
130203	10184	Clark Pest Control of Stockton Inc.	08/03/2023		160.00
130204	10935	Data Path, Inc.	08/03/2023	Network Support	3,194.75
130205	10227	Del Oro Water Co. Inc.	08/03/2023		776.49
130206	11479	Digital Deployment, Inc., DBA Streamline	08/03/2023	Annual Subscription, Web Development	6,420.00
130207	10250	Downey Brand Attorneys LLP.	08/03/2023	Tulloch Litigation & New Building Purchase	9,433.20
130208	11233	Fibrobec, Inc.	08/03/2023		234.48
130209	10320	General Supply Co.	08/03/2023		395.60
130210	10333	Grainger Inc. W. W.	08/03/2023		15.10
130211	10938	Great America Financial Svcs.	08/03/2023		290.46
130212	11049	Hunt & Sons, Inc.	08/03/2023		196.62
130213	11430	Landrum, Inc.	08/03/2023		965.58
130214	10004	LK Lehman Trucking Inc.	08/03/2023		176.96
130215	10879	Lowe's	08/03/2023		847.95
130216	10428	M C I	08/03/2023		28.94
130217	10439	McMaster-Carr Supply Co.	08/03/2023		312.57
130218	10454	Modesto Steel Co.	08/03/2023	Steel - various projects	2,964.08
130219	10466	Mountain Oasis Water Systems & Btl Co L	08/03/2023		463.75
130220	11353	Nates Saw and Mower, LLC	08/03/2023		98.96
130221	11396	Hydra Pro	08/03/2023	Janitorial Services for June/July	1,400.00
130222	11343	Tim O'Laughlin, PLC	08/03/2023	Water Rights	9,480.00
130223	11004	Pacific Gas & Electric	08/03/2023		165.74
130224	11011	Pacific Gas & Electric	08/03/2023	Utilities	3,420.88
130225	11438	Pacific Gas & Electric	08/03/2023		65.37
130226	10514	Pacific Gas & Electric Co.	08/03/2023	Utilities	8,342.61
130227	11414	Provost & Pritchard	08/03/2023	Beardsley Spillway Rockfall & Tulloch Spillway Ph 2	54,691.75
130228	10933	Smile Business Products	08/03/2023		187.64
130229	10649	Sonora Rentals & Sales	08/03/2023		662.29
130230	10749	UPS	08/03/2023		152.60
130231	10778	Watermark Engineering Inc.	08/03/2023	Streamgaging	6,250.00
130232	11475	Alley Tree & Landscape	08/09/2023	Landscape maintenance - New Building	2,500.00
130233	11413	Alliant Insurance Services Inc.	08/09/2023	Commercial Property Insurance	726,803.39
130234	11452	Archer Energy Solutions, LLC	08/09/2023	Cybersecurity Audit	4,160.00
130235	10866	AT&T Teleconference Services	08/09/2023		2.82
130236	10084	Banks Glass	08/09/2023		96.53
130237	10154	Calaveras Telephone Co.	08/09/2023		226.29
130238	11364	Paul Friant	08/09/2023	Tulloch Performance Deposit Refund	3,000.00
130239	10320	General Supply Co.	08/09/2023		16.08
130240	11049	Hunt & Sons, Inc.	08/09/2023		95.84
130241	11489	JS West Propane Gas	08/09/2023	Utilities	1,166.42
130242	11397	K.W. Emerson, Inc.	08/09/2023	Tulloch Day Use	20,923.52
130243	10513	Pacific Gas & Elec - Non Util	08/09/2023		168.28

130244	11488	Robert Half Inc.	08/09/2023	Temp. Accounting Support w/e 8/4/23	2,773.00
130245	11473	Staples	08/09/2023		827.76
130246	10776	Waste Mgmt of Cal Sierra Inc.	08/09/2023		658.70
130247	10043	American Textile & Supply, Inc.	08/16/2023		903.41
130248	11428	Boutin Jones Inc.	08/16/2023		522.50
130249	10986	Cal-Waste Recovery Systems, LLC	08/16/2023		29.37
130250	10184	Clark Pest Control of Stockton Inc.	08/16/2023		262.00
130251	10185	Clark Pest Control of Stockton Inc.	08/16/2023		123.00
130252	10935	Data Path, Inc.	08/16/2023	Ruckus ports, bracadade switches/ modules	6,133.21
130253	10294	FISHBIO	08/16/2023	Fish Studies	22,770.36
130254	11379	Foust Heat Air Refrigeration	08/16/2023		840.50
130255	10347	HDR Engineering Inc.	08/16/2023	SPCC Plan Update	4,156.31
130256	10399	JS West Propane Gas	08/16/2023		28.77
130257	11430	Landrum, Inc.	08/16/2023		562.09
130258	11165	Donald Larson	08/16/2023	EE Travel Reimbursement	776.28
130259	10428	M C I	08/16/2023		27.95
130260	10500	OID ~ Routine	08/16/2023	Project Finance/Admin Reimbursement July	4,854.16
130261	11472	Pacific Gas & Electric	08/16/2023		490.46
130262	10536	Pitney Bowes Purchase Power Inc.	08/16/2023		20.00
130263	10575	Rocky Mountain Power Services Inc.	08/16/2023	Exciter / Reactive Capability Testing - Tulloch	19,006.98
130264	10618	Sierra Motors	08/16/2023		165.93
130265	10641	Sonora Airco Gas & Gear	08/16/2023		25.95
130266	11005	Sonora Lumber Company	08/16/2023	Lumber, Screws, Jigsaw blades, Isopropryl Alcohol, Respirators	2,277.72
130267	10749	UPS	08/16/2023		34.66
130268	11478	Upstream PBC	08/16/2023	Hydro Forecast Subscription	7,500.00
130269	11205	Jordan Wylie	08/16/2023	EE Travel Reimbursement	577.01
130270	11443	American Crane Rental, Inc.	08/24/2023	Reset bridge below spillway	27,497.50
130271	11457	AT&T - CalNet	08/24/2023		229.34
130272	11392	Ben Brady	08/24/2023	EE Reimbursement - Boots	246.68
130273	11459	C & R Royal SVC, Inc.	08/24/2023		483.36
130274	10184	Clark Pest Control of Stockton Inc.	08/24/2023		80.00
130275	10192	Columbia Comms. Inc ~ Radio	08/24/2023		123.33
130276	10250	Downey Brand Attorneys LLP.	08/24/2023	Tulloch Litigation & New Building Purchase	1,520.59
130277	11379	Foust Heat Air Refrigeration	08/24/2023		358.75
130278	10320	General Supply Co.	08/24/2023		194.28
130279	11487	Geobruigg North America, LLC	08/24/2023	Supplies for Rockfall Stabilization	4,615.29
130280	11430	Landrum, Inc.	08/24/2023		73.77
130281	10004	LK Lehman Trucking Inc.	08/24/2023		150.15
130282	10439	McMaster-Carr Supply Co.	08/24/2023		71.61
130283	11464	Susan Muston-Bohbot	08/24/2023	Tulloch Performance Deposit Refund	3,000.00
130284	11490	Nor Cal Fire, Inc.	08/24/2023	Annual Training and Fire Ext. Reconditioning	4,117.40
130285	11004	Pacific Gas & Electric	08/24/2023		721.10
130286	11011	Pacific Gas & Electric	08/24/2023	Utilities	3,210.29
130287	11438	Pacific Gas & Electric	08/24/2023		66.39
130288	10514	Pacific Gas & Electric Co.	08/24/2023	Utilities	8,210.11
130289	11050	Nicholas Payne	08/24/2023	EE Travel Reimbursement	360.09
130290	11488	Robert Half Inc.	08/24/2023	Temp. Accounting Support w/e 8/11 & 8/18/23	7,729.00
130291	10942	Gary Sawyer	08/24/2023	EE Reimbursement - Safety Glasses	400.00
130292	10632	Slakey Brothers Inc.	08/24/2023		462.25
130293	10649	Sonora Rentals & Sales	08/24/2023		228.50
130294	10679	Stiles Truck Body & Equip. Inc.	08/24/2023	Transfer utility body to new electrician Truck	7,201.29
130295	10068	AT&T Corp - Data Link	08/29/2023		296.62
130296	10227	Del Oro Water Co. Inc.	08/29/2023		767.50
130297	10333	Grainger Inc. W. W.	08/29/2023		590.16
130298	11049	Hunt & Sons, Inc.	08/29/2023	Fuel	6,238.61
130299	11397	K.W. Emerson, Inc.	08/29/2023	Tulloch Day Use - Retention	72,639.46
130300	10439	McMaster-Carr Supply Co.	08/29/2023		425.69
130301	10454	Modesto Steel Co.	08/29/2023	Support Beams/materials for Bearsley Water Tower Roof	3,900.17
130302	11414	Provost & Pritchard	08/29/2023	Contract Admin Support Services	53,891.14
130303	10618	Sierra Motors	08/29/2023		129.90
130304	10749	UPS	08/29/2023		48.87
130305	10891	Wagner & Bonsignore Consulting Civil Engr	08/29/2023		123.18
130306	11212	Doug's Dockworks	08/29/2023	Tulloch Compliance Expense	6,813.60
20230005	11435	VISA	08/08/2023	Airfare/training, diagnostic renewal, printer/RTU, seatcovers/ floor liners	6,145.48
20230006	11474	UpYurts	08/22/2023	Beardsley Water Tank Roof Final payment	6,057.55
20230007	10289	Federal Energy Reg. Commission	08/22/2023	Administrative Fees	109,284.60

Report Total: \$ 1,395,423.65

Tri Dam Project Statement of Obligations

Period Covered
From To
August 1, 2023 to August 31, 2023

	<u>No. Chks.</u>	<u>Amount</u>
<u>Vendor Check Register Report</u> (Please see attached Check Listing)	121	\$1,395,423.65

Payrolls - Net Charges

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>	
3-Aug-23	Payroll	\$ 100,053.78	
17-Aug-23	Payroll	\$ 102,463.05	
31-Aug-23	Payroll	\$ 107,437.81	
Total Net Payroll		\$ 309,954.64	\$ 309,954.64

Total Disbursements for the Period	\$1,705,378.29
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Distribution Between Districts ~	
Oakdale Irrigation District	\$ 852,689.14
South San Joaquin Irrigation District	\$ 852,689.15

Total Districts	\$ 1,705,378.29
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BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Genna Modrell

**SUBJECT: APPROVE RENEWAL OF ANTHEM MEDICAL PLAN INSURANCE COVERAGE
EFFECTIVE JANUARY 1, 2024**

RECOMMENDED ACTION: Approve Renewal of Anthem Classic PPO Medical Insurance Coverage
Effective January 1, 2024

BACKGROUND AND/OR HISTORY:

As a member of ACWA, Tri-Dam is able to take advantage of the negotiated group rates for health benefit coverage through the Joint Powers Insurance Agency (JPIA).

Tri-Dam's medical coverage through ACWA JPIA will renew on January 1, 2024. The coverage period is January 1, 2024 through December 31, 2024. Policy year 2024 Anthem PPO pricing reflects a 12% increase compared to 2023. The plan premiums are below:

	<u>Employee</u>	<u>Employee +One</u>	<u>Family</u>
ACWA JPIA 2024 renewal monthly rates	\$943.63	\$1,887.26	\$2,500.62

FISCAL IMPACT: Increase of 12% compared to 2023

ATTACHMENTS: ACWA JPIA 2024 Anthem Medical Rates

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

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

ACWA/JPIA 2024 Medical Plan Rates

OTHER NORTHERN CALIFORNIA

Alpine, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mariposa, Mendocino, Merced,
Modoc, Mono, Monterey, Plumas, San Benito, Shasta, Sierra, Siskiyou, Stanislaus, Tehama, Trinity & Tuolumne Counties

Anthem Blue Cross	Standard Rates			Employee Cost			Employer Cost		
	Single	Two-Party	Family	Single	Two-Party	Family	Single	Two-Party	Family
Classic PPO	\$ 943.63	\$ 1,887.26	\$ 2,500.62	\$ -	\$ 188.73	\$ 311.40	\$ 943.63	\$ 1,698.53	\$ 2,189.22
Advantage PPO	\$ 830.40	\$ 1,660.80	\$ 2,200.56						
Consumer Driven Health Plan (CDHP)	\$ 754.90	\$ 1,509.80	\$ 2,000.49						
CalCare HMO	\$ 1,330.74	\$ 2,661.48	\$ 3,526.45						
Value HMO	\$ 1,225.32	\$ 2,450.64	\$ 3,247.10						

Kaiser North	Standard Rates			Employee Cost			Employer Cost		
	Single	Two-Party	Family	Single	Two-Party	Family	Single	Two-Party	Family
HMO with Chiro	\$ 917.60	\$ 1,835.20	\$ 2,550.93						
HMO with Chiro & Optical	\$ 933.82	\$ 1,867.64	\$ 2,596.01						
Value HMO with Chiro	\$ 848.29	\$ 1,696.59	\$ 2,358.25						
Consumer Driven Health Plan	\$ 702.55	\$ 1,405.11	\$ 1,953.10						
Senior Advantage with Chiro	\$ 293.27	\$ 586.54	\$ 1,347.12						

United Healthcare	Standard Rates			Employee Cost			Employer Cost		
	Single	Two-Party	Family	Single	Two-Party	Family	Single	Two-Party	Family
Medicare Advantage PPO	\$ 412.45	\$ 824.90	\$ 1,237.35						

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Genna Modrell

**SUBJECT: APPROVE RENEWAL OF DELTA DENTAL PLAN INSURANCE COVERAGE
EFFECTIVE JANUARY 1, 2024**

RECOMMENDED ACTION: Approve Renewal of Delta Dental Plan Insurance Coverage Effective
January 1, 2024

BACKGROUND AND/OR HISTORY:

Tri-Dam's dental insurance coverage (Delta Dental) through ACWA JPIA will renew on January 1, 2024. The coverage period is January 1, 2024 through December 31, 2024. There have been no premium increases since 2015. The plan premiums are:

	<u>Employee</u>	<u>Employee +One</u>	<u>Family</u>
ACWA JPIA 2024 renewal monthly rates	\$31.20	\$60.16	\$97.81

FISCAL IMPACT: No change compared to 2023

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

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

ACWA/JPIA 2024 Delta Dental PPO Rates

Use Member Agency Filter to select District Dental Options and use instructions at the bottom to complete form.

Only complete for your district. If you have any questions email benefits@acwajpia.com to ask.

Member Agency	Plan Type	Group	Division	Employee Cost			Employer Cost					
				Single	Two-Party	Family	Single	2-Party	Family			
Tri-Dam Project	PPO	399	1001	31.20	60.16	97.81	\$ -	\$ -	\$ -	\$ 31.20	\$ 60.16	\$ 97.81

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Genna Modrell

**SUBJECT: APPROVE RENEWAL OF VISION SERVICE PLAN INSURANCE COVERAGE
EFFECTIVE JANUARY 1, 2024**

RECOMMENDED ACTION: Approve Renewal of Vision Service Plan Insurance Coverage Effective
January 1, 2024

BACKGROUND AND/OR HISTORY:

Tri-Dam's vision insurance coverage (Vision Service Plan) through ACWA JPIA will renew on January 1, 2024. The coverage period is January 1, 2024 through December 31, 2024. There have been no premium increases since 2013. The plan premiums are:

	<u>Employee</u>	<u>Employee +One</u>	<u>Family</u>
ACWA JPIA 2024 renewal monthly rates	\$28.65	\$28.65	\$28.65

FISCAL IMPACT: No change compared to 2023

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

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

ACWA/JPIA 2024 Vision Service Plan (VSP) Rates

Use Member Agency Filter to select District Vision Option and use instructions at the bottom to complete form.

Only complete for your district. If you have any questions email benefits@acwajpia.com to ask.

Member Agency	Group Number	Division	Employee Cost						Employer Cost		
			Single	Two-Party	Family	Single	Two-Party	Family	Single	Two-Party	Family
Tri-Dam Project	22	4005	\$ 28.65	\$ 28.65	\$ 28.65	\$ -	\$ -	\$ -	\$ 28.65	\$ 28.65	\$ 28.65

BOARD AGENDA REPORT

Date: 9/21/23
Staff: Summer Nicotero

SUBJECT: Application #2023-28, Variance Request from the Shoreline Management Plan for a Private Facility located within the Poker Flat to extend beyond the 40 ft maximum distance from the 510' elevation contour. Property is located within the Poker Flats Subdivision at 524 Thomson Lane, Copperopolis, CA 95228, APN 064-035-003.

RECOMMENDED ACTION: Discussion and possible action on variance application.

BACKGROUND AND/OR HISTORY:

The Shoreline Management Plan (SMP), a part of Tri-Dam's FERC license states that, "requests for variances from these guidelines will be considered on a case-by-case basis subject to demonstration that the proposed variance results from a physical constraint or other limitation which results in a substantial hardship to the applicant if imposed. Furthermore, it must be demonstrated that approval of the variance would not conflict with any other standard or create conflicts with adjoining properties or other reservoir use."

The SMP also states that, "applicants may be required to redesign or otherwise alter their proposals in order for the shoreline development project to be approved." These provisions were intended to ensure that variances were the rare exception and granted on an extremely limited basis. Consistent with the SMP and legal provisions, in July 2019, the Board affirmed the procedure for variance requests. Variance applications must include the submittal of an application, plans and narrative description to provide justification of the hardships that exist and explanation of alternatives considered. All variance requests require action by the Board.

Attached is the variance request submittal. This project involves a request to construct a new single-family residence on a currently vacant lot in the Poker Flat Subdivision. The entire width of the parcel was excavated many years ago, without a Tri-Dam Project issued permit, significantly changing the historical and natural 510' elevation contour, and creating a new one. A FERC issued letter dated February 2, 1979, authorized the Heart Federal Savings and Loan Association, "to develop and sell lands within the Lake Tulloch Shores Subdivision" and discusses how this development "would include extending certain residential structures below the 515-foot contour."

This project intends to construct a shotcrete soil nail retaining wall to stabilize the existing upper cut bank and construct 14 poured in place concrete footings on the lakebed (in the dry) with poured concrete columns rising from the footings to above the water line. In addition, a concrete footing will be constructed adjacent to the upper cut slope. Following this, a house will be constructed on the foundations and a floating dock will be attached to the columns beneath the house. The foundation work is planned to take place during the annual drawdown of Tulloch Reservoir between the months of October 2023 and March 2024.

This purposed variance is to 1) allow the limits of construction for a proposed two-level house to extend up to 48' from the existing 510' elevation contour line. 2) Allow a future boat dock to be constructed under the proposed house and extend up to 46' from the existing 510' elevation contour

line. 3) Allow the construction of a dock access platform (189 sq. ft.) with a surface at 512.5' +/- to extend up to 48' from the existing 510' elevation contour line.

Section 4.3.3 of the current SMP states that "1) All facilities shall be designed to ensure that the facilities are located as close to the shoreline as possible, and shall not extend more than 40 ft from the reservoir NMWSE" (510' elevation contour). "An owner may apply for a facility that extends further than 40 ft if it can be demonstrated that the 40-ft restriction would make the facility unfeasible given environmental considerations such as topography or terrain. In addition, it must be demonstrated that the facility would not obstruct or interfere with the access of adjacent parcels and public lake use." The design of this residence has gone through many revisions to get to its current rendition where the furthestmost point of the structure does not extend more than 40' from the estimated 'historical' 510' elevation contour, based on survey data of surrounding properties. The proposed site plan overlaid on current satellite imagery, shows that this structure would not extend out into the reservoir more so than the previously approved and/or grandfathered facilities that surround it.

FISCAL IMPACT: None

ATTACHMENTS: Variance submittal, including exhibits and photographs.

Board Motion:

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

VOTE:

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

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

Timpano Variance request

Owners: Joel & Lisa Timpano
321 Palm Ave,
Milbrae, Ca. 94030
Ph 650.589.3996

Site Information

Address: 524 Thomson Ln, Copperopolis

APN: 064-035-003-000

Legal Desc: Lot 62, Poker Flat, 4 sub 14

Area: 0.16 ac

Zoning: R1

Date: 9/5/23

Site description

The site is comprised of a narrow strip of land between Thompson Ln and the water which drops steeply from the road to the 510' line within approximately 18' of the front property line. The 515' line is located in the road right of way, above the front property line.

The entire width of the parcel was excavated in the past (no Tridam permit or records available) to create two large benches, the lower one at approximately 503' and the upper bench at approximately 510'. There are two near vertical cut banks, each 10'-12' tall, that comprise these benches. It is estimated that this excavation was done in the late 1970's.

There are no existing structures or docks on the property. The site is served by public water and sewer and PG&E power.

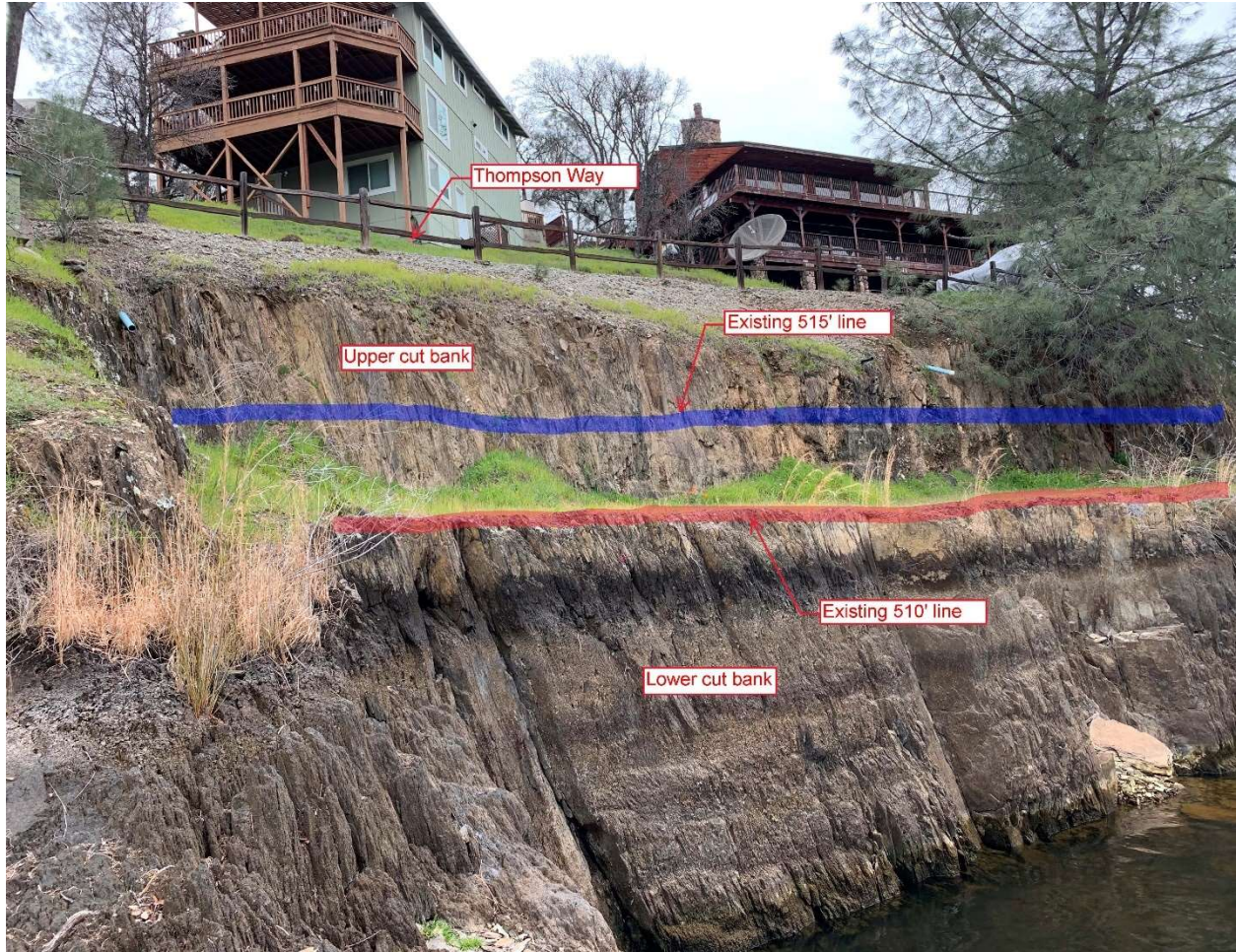
A topographic survey of the site was performed by David Ragland, PLS/CE and has been augmented by Land & Structure. The survey delineates the property lines, building setbacks, topography, 510' line and 515' line.

The 7.5' drainage and public utility easement that is shown on the side property lines on the record map is in the process of being abandoned through Calaveras County.

This property is located in a 5 mph cove area that is approximately 300' wide, shoreline to shoreline.

Surveying has been done on the parcels adjacent to this parcel and historical aerial images have been reviewed to provide a representation of where the historical 510' line would have been on this parcel, prior to the unpermitted dig-out.

Image of existing site



Aerial image of existing site



Proposed Project Description

The proposed project consists of a single family dwelling comprising 3 bedrooms, 3 bathrooms, 2 half bathrooms, living, kitchen, dining, two car garage, utility room contained on two stories. The main floor is accessed from street level at approximately 532' and the lower floor is at approximately 522'.

The house is proposed to be built out over the water on 11 concrete piers that will have foundations in the lakebed and columns rising out of the water supporting steel beams on which the house will be constructed.

Each floor level has a deck of approximately 350 sq ft facing the lake and the lower floor deck has a stair that accesses a platform at 512.5' which then accesses a proposed future boat dock located under the house. The future boat dock will be anchored to the columns that support the house with slides that allow for vertical movement.

A geotechnical consultant has reviewed the site and the proposed house design and has recommended the stabilization of the upper cut slope with a soil nail retaining wall. This will be integrated with a portion

of the house foundation to tie the house into the hillside and provide lateral stability. The soil nail wall is approximately 10 – 12’ tall and extends the full width of the property along the cut slope that is near the 515’ line.

Sewer piping located under the house will be protected per code requirements to reduce the risk of spills. The piping will run to a pump tank located next to the soil nail retaining wall. The tank will be inside the Tridam jurisdiction but will sit at approximately 515.5’. The tank will pump to the public sewer and will also be installed with leak protections per code requirements.

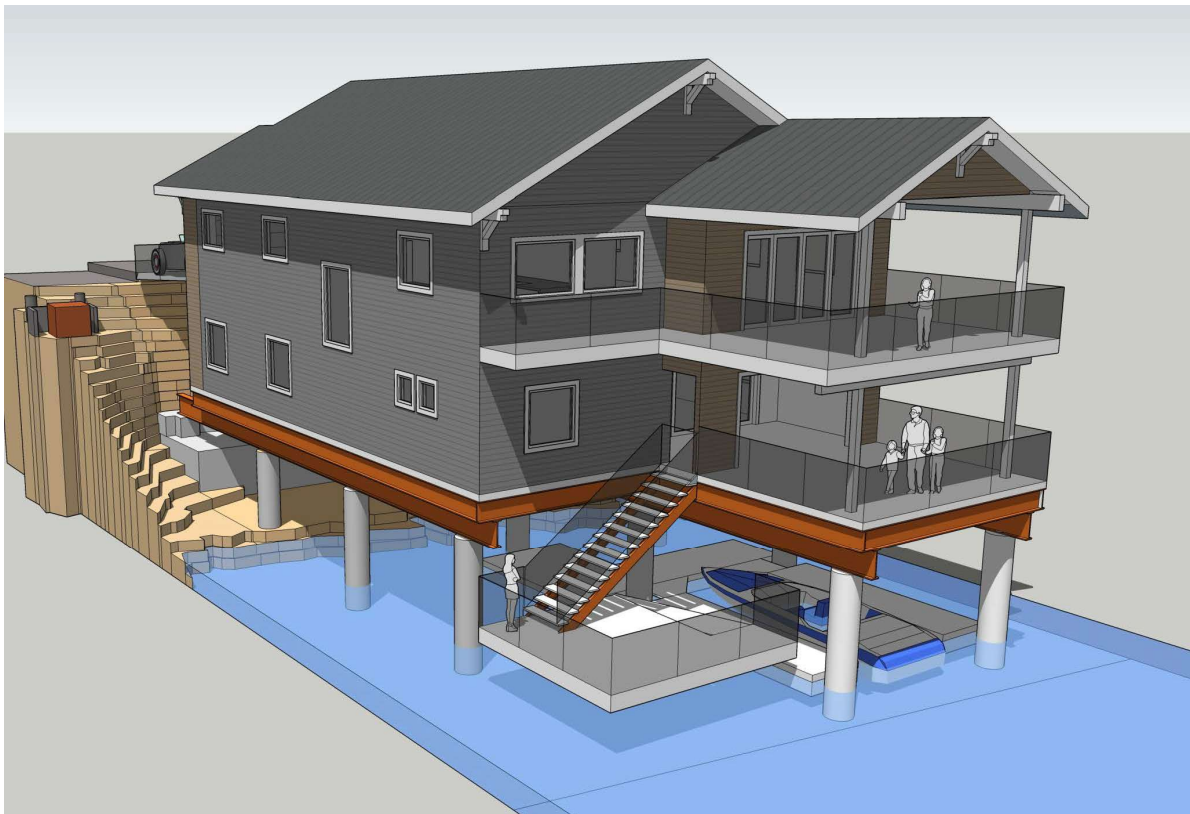
The lower dock access platform (at approx. 512.5’) will be supported by four concrete columns separate from the house supports. This platform allows for the stairway landing from the house and gangway attachment to access the dock.

The project does include excavation associated with the foundation construction but does not include any further ‘dig-out’ for the dock.

Due to some miscommunications, the house was originally designed to extend almost to the Pier Head Line (PHL) which is shown on the Subdivision Map, which is approximately 50’ from the existing 510’ line. During the Tridam permit application process it was discovered that the PHL is not recognized by Tridam and that a variance would be required to extend beyond 40’ from the existing 510’.

Following the survey that was done to establish the historical location of the 510’, two feet was removed from the house decks so that they would fit within the 40’ offset of the historical 510’.

Image of proposed project



Current permitting Status

During the past months, the following permits have been processed:

1. Calaveras County - pending Tridam approval
2. Army Corps of Engineers - approved
3. State Dept Fish & Wildlife - approved
4. State Waterboard - approved
5. Regional Water Quality Control Board - approved.

Variance request

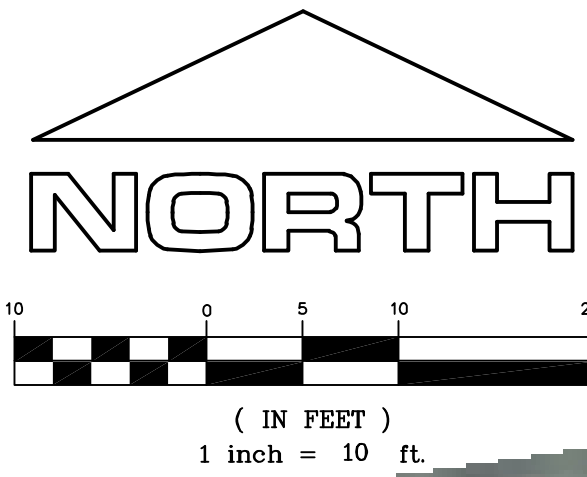
1. Allow the limits of construction for a proposed two level house to extend up to 48' from the existing 510' line at 524 Thomson Ln.
2. Allow a future boat dock to be constructed under the proposed house and extend up to 46' from the existing 510' (within the footprint of the house above).
3. Allow the construction of a dock access platform (189 sq ft) with a surface at 512.5' +/- to extend up to 48' from the existing 510'.

Hardship description

1. If this site had not been excavated in the past without a permit, the natural 510' line would have been further out in the lake than where it is now. The 40' offset from the historical 510' would also be further out in the lake, allowing the construction limits to extend further into the lake. The previous unpermitted excavation of this property has reduced the buildable limits of the parcel to be less than those of the adjacent parcels and placed a greater burden on the design.
2. If a future house was to be built on the vacant parcel to the West of the project, it's building limit would be based on the natural, historic 510' which would then match the proposed variance for this project.
3. There is no roadside parking on Thomson Lane so this project is providing a driveway that can park two cars and a garage that can park two cars. The provision of this parking space contributes to the restriction of the buildable space within the 40' offset.
4. Other properties that have been developed to the East and West of this property have improvements extending beyond the 40' offset of the 510'. This proposed project would not be out of character with adjoining properties.

Attachments

1. Tridam site plan
2. Tridam variance application exhibit
3. House floor plans and elevations
4. House 3-D rendering



LEGEND

- - RECORD LOCATION OF 3/4" IRON PIN STAMPED R.C.E., 14417 PER 4 SUB 14
- - CALCULATED POSITION, NOTHING FOUND OR SET
- (R1) - RECORD PER 4 SUB 14
- - - BUILDING SETBACK LINE (B.S.L.)
- - - PUBLIC UTILITY EASEMENT PER (R1)
- P. CONCRETE
- E. WATER VALVE
- E. FIRE HYDRANT



Land & Structure
SURVEYING | ENGINEERING | DESIGN

105 SOUTH STEWART STREET, SONORA, CALIFORNIA, 95370 T: 209.532.5173 F: 209.532.5220

REVISIONS:

rev	date	description

OWNER INFORMATION:
 JOEL TIMPANO
 321 PALM AVE
 MILLBRAE, CA 94030
 Ph (650) 589-3996

SITE INFORMATION:
 APN 064-035-003
 524 THOMSON LANE
 COPPERPOLIS, CA 95228-9455

PROJECT INFORMATION:
 A SITE PLAN FOR:
JOEL TIMPANO
524 THOMSON LANE
COPPERPOLIS, CA 95228
Ph (650) 589-3996

ENGINEER OF RECORD:

09.06.23

These drawings and specifications are the property of the engineer and shall not be used for any other work except by agreement with the engineer. All other dimensions shall take preference over scaled dimensions and shall be verified on site. Any discrepancies shall be brought to the notice of the engineer prior to commencement of any work.

ISSUE DATE:	09/06/2023
DRAWN BY:	TAH/MBG
CHECKED BY:	ZPG
SCALE:	1" = 10'
DRAWING:	SITE PLAN
PROJECT NO:	22-06.17
SHEET:	1 OF 1

SITE PLAN

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Summer Nicotero

SUBJECT: Tulloch Cottage Air Conditioner Replacement

RECOMMENDED ACTION: Discussion and possible action to authorize the replacement of Tulloch Cottage 2 ducted air conditioner with a ductless mini-split, to include a capital budget amendment authorization.

BACKGROUND AND/OR HISTORY:

Tulloch Cottage 2 (Yellow House) air conditioner is out of service. We called a local AC repair company to quote repair and they told us that the unit is beyond its usable life and were unable to acquire parts (manufacture date is 1996 based on BDP Serial #). We would like to completely decommission the current installation (except power feeds and disconnects) and replace with a Ductless Mini Split.

FISCAL IMPACT: Unbudgeted

ATTACHMENTS:	Foust quote	\$18,230
	Gatewood Heating quote	\$28,880
	Comfort Experts quote	\$37,200

Board Motion:

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

VOTE:

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

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





**PO Box 413
Columbia, CA 95310
209-588-0207
Lic #841677**

*ALL ESTIMATE ARE \$125.00 DUE
AND PAYABLE AT TIME OF
SERVICE. IF YOU ACCEPTED OUR
ESTIMATE \$125.00 WILL BE
CREDITED TO YOUR ACCOUNT.*

Estimate

Date	Estimate #
8/17/2023	2113-554

WARRANTY
LABOR 1 YEAR
PARTS 10 YEAR
HEAT EXCHANGER
LIFETIME

Name / Address	Install At
Tri-Dam 13852 Tulloch Dam Rd Jamestown, CA 95327	Tri-Dam 13852 Tulloch Dam Rd Jamestown, CA 95327

ALL PAYMENTS MADE BY CREDIT CARD WILL BE CHARGED A 3% FEE- ESTIMATES ARE NOT ACCEPTED UNTIL WE RECEIVE A SIGNED COPY AND THE REQUIRED 10% DEPOSIT.

We hereby submit specification and estimates, subject to all terms and conditions as set forth on both sides, as follows: If customer cancels after estimate is signed there will be a 25% administrative fee deducted

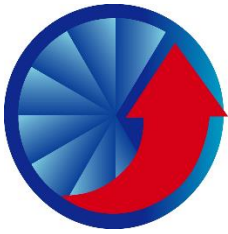
Description	Qty	Rate	Total
SUPPLY AND INSTALL (1) NEW DUCTLESS MINI SPLIT SYSTEM INSTALL (1) 18,000 BTU HI WALL IN MAIN LIVING AREA INSTALL 9,000 BTU HI WALL IN EACH OF THE BEDROOMS (TOTAL OF OF 3) USE EXISTING POWER FROM OLD PACKAGE UNIT INSTALL LINESET,LINESET CHANNEL AND DRAIN LINES TEST RUN NEW SYSTEM HAUL OLD UNIT M#38MGRQ36D--3 Equipment Labor - Install (Prevailing Wage)		10,730.00 7,500.00	10,730.00 7,500.00
		Total	\$18,230.00

We propose hereby to furnish material and labor complete in accordance with the above specifications and sum total.

Note: This estimate may be withdrawn by us if not accepted within 30 days.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above and is due day of job

Signature _____



GATEWOOD HEATING & AIR INC.

P.O. BOX 4676
Sonora, CA 95370
Lic. #961679

PHONE (209) 532 -1473 FAX (209) 532 - 6825

PROPOSAL SUBMITTED TO:	PHONE	DATE
Tri-Dam Project	209-743-2720	8/14/2023
<u>STREET</u>		<u>JOB NAME</u>
13852 Tulloch Rd.		Fujitsu
<u>CITY, STATE & ZIP CODE:</u>		<u>JOB LOCATION</u>
Jamestown, CA 95327		

Installation of a new Fujitsu 3.5-ton multi-zone ductless heat pump system to include:

- Remove and dispose of existing package unit and ductwork.
- Install new Fujitsu AOU45RLXFZ, 3.5-ton, 19-SEER, 220V, outdoor heat pump condenser.
- Install 1 new Fujitsu ASUH24LPAS, 2-ton, indoor wall mounted unit with wireless remote control (living/kitchen).
- Install 3 new Fujitsu ASUH09LPAS, ¾-ton, indoor wall mounted unit with wireless remote controls (3 bedrooms).
- Run all new copper refrigerant lines, PVC condensates, and 14/4 control wire. Cover all outside lines with hat channel.
- Install new 220V fusible service disconnect and connect to condenser with liquid tight conduit.
- Set outdoor unit on new prefabricated condenser pad.
- Complete jobsite cleanup and system startup/operations check.
- Includes Davis Bacon prevailing wages.

QUOTE: \$28,880.00

If Tuolumne County building permit/3rd party HERS verification is required add \$1,000.00

NOTE: This installation comes with a 1 year 100% parts and labor warranty from Gatewood, plus all factory warranties.

Payment to be made as follows:
10% down, 100% upon completion.
*Credit Card fee 2% over \$500

Authorized Signature: Jesse Lozoya

We may withdraw this proposal if not accepted within **30** days. **The owner or tenant has the right to require the contractor to have a performance and payment bond** (additional charges will incur).

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All balances not paid in 30 days of contract agreement will be subject to a 1.5% SERVICE FEE per month.

Signature: _____ Signature: _____ Date: _____




INVOICE	#18443
SERVICE DATE	Aug 30, 2023
DUE	Upon receipt
AMOUNT DUE	\$37,200.00


Comfort Experts Heating and Air

GARY SAWYER
13852 Tulloch Rd
Jamestown, CA 95327

CONTACT US

PO box 1225
Oakdale, CA 95361

 (209) 743-2720

 (209) 571-9000

 mycomfortexperts@aol.com

INVOICE

Services	qty	unit price	amount
Custom Quote	1.0	\$37,200.00	\$37,200.00
Gree Unit			
1) Mini Split System with 3 head units mounted inside bedrooms. \$19,950			
1) Mini Split System with 2 head units mounted inside living and dining room. \$17,250			
Brand new line set for each unit (5) total			
Removal of existing equipment and debris			
Service Agreement:			
- first 2 years of service included with systems			
- 4) tune ups total: two in the spring & two in the fall			
Warranty:			
- 10 years full parts and labor (see warranty)			
- 10 year compressor guarantee			
- 10 year condenser coil guarantee			

Total **\$37,200.00**

Thank you for being a loyal customer, we look forward to serving you in the future.

BOARD AGENDA REPORT

Date: 09/21/2023
Staff: Summer Nicotero

SUBJECT: 70 Horse Power Lowe Boat Motor Replacement

RECOMMENDED ACTION: Discussion and possible action to approve the purchase of a 4 stroke Lowe Boat Motor, to include a capital budget amendment authorization.

BACKGROUND AND/OR HISTORY:

The Lowe Boat primary function is pulling. Mostly pulling debris like logs to shore, so they can be cut and removed, or log booms either on new installations like Goodwin or opening the booms in the spring to let debris pass through the spillway.

This year while reconnecting the Beardsley log booms the Lowe's 2 Stroke, 1997, 70 horse power motor failed. During diagnostics at our shop a small hole was discovered in the block indicating substantial internal failure. It's our determination that it is damaged beyond repair.

FISCAL IMPACT: Budgeted \$11,190.92 in Expense, Move to Capital

ATTACHMENTS:	Wrights Motors Marine	\$11,190.92
	RMI Outdoors	\$11,242.86
	Boat Specialists	\$11,667.86

Board Motion:

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

VOTE:

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

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



Genna Modrell

From: Richard Wright <wrightmotorsmarine@sbcglobal.net>
Sent: Wednesday, August 2, 2023 2:29 PM
To: Alex Flud
Subject: Yamaha Outboard Quote

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Alex,

Below is the quote for the 70 hp. Yamaha outboard we talked about. Please let me know if you have any questions.

1- Yamaha F70 LA		8625.00
1- Binnacle Control Box		350.00
1- Main Wiring Harness		150.00
1- Ignition Switch Kit		179.00
1- Aluminum Propeller		185.00
2- Shift / Throttle Cables	55.00 ea.	110.00

		9599.00
	Sales tax	791.92
	Labor / Installation	800.00

	Total	11,190.92

Richard Wright
Wright Motors Marine
209-333-7855

RMI OUTDOORS
 1240 Broadway
 Eureka, CA 95501
 Phone (707) 443-7029 Fax (707) 443-5946

Sold To Tridam Project		Home Phone 209-753-8008 (Adam)	Date 8/2/2023
Address 21885 old Strawberry Rd		Work Phone	Fax
Mailing Address Strawberry, Ca 95375			
Color	Jet	Serial No.	Proposed Delivery Date
Make of Boat	Year	Model & Size	Serial No.
Make of Engine	Year	Model & Size	Serial No.
Yamaha	2023	F70LA	TBA New
Make of Engine	Year	Model & Size	Serial No.
Make of Trailer	Year	Model & Size	Serial No.
			New
			New
			New
OPTIONAL EQUIPMENT AND ACCESSORIES			Total Purchase Above
			\$8,900.00
			Optional Equipment
			\$1,390.95
Control box		\$339.99	Sub Total
Keyswitch		\$179.99	\$10,290.95
20" main harness		\$140.99	Doc Fee
prop		\$209.99	Loan Fee
Commandlink guage		\$399.99	Custom CF Letters
Control cables		\$120.00	Sub Total
			\$10,290.95
			Sales Tax
			9.25%
			\$951.91
			DMV
			Extended Warranty
			Grand Total of Purchase
			\$11,242.86
			Trade-In Allowance
			NON-REFUNDABLE DEPOSIT
			Cash Down Payment
			Less Total Credits
			\$0.00
			Unpaid Bal. of Cash Sale Price
			\$11,242.86
			<small>The above described equipment shall be transferred to Buyer when Buyer has made payment in full for the equipment</small>
			<small>The parties to this Agreement are aware that the trade in allowance or the purchase price shown above may require adjustment pursuant to the provisions of paragraphs 5,6,7, and 11 of the Terms and Conditions on the Reverse side of this document.</small>
			<small>Buyer certifies that he/she has read the Terms and Conditions or the back of this document and agrees that they shall be incorporated as part of this Agreement.</small>
			<small>Buyer certifies the following: 1) he/she is of legal age to enter into this agreement; 2) the above described equipment and insurance (if applicable) have been purchased voluntarily; 3) the trade-in is free from all liens and</small>
			<small>Buyer Agrees that all provisions to this Agreement (including the Terms and Conditions on the reverse side hereof) are severable. If and provision is held to be invalid, it shall not affect the other provisions which shall be given full force and effect.</small>
Redwood Marine, Inc.			I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE HAVE READ THE BACK OF THIS AGREEMENT.
By			I, OR WE, ALSO AGREE THAT THE BALANCE WILL BE PAID BY __Cash__ Bank Draft__ Certified Check, or by the Execution of a Retail Installment Contract, or A Security Agreement and its Acceptance by a financing agency
<small>Not Valid Unless Signed and Accepted by an Officer of the Company</small>			SIGNED X _____ PURCHASER
			SIGNED X _____ PURCHASER

BOAT

EST. 1976

SPECIALISTS

2900 GOLF COURSE DR. VENTURA, CA 93003
BOATSPECIALISTS.COM • 805-644-6290

QUOTE

All quotes valid for 14 days from date of invoice/quote.

Customer Info:

Flud, Alex

Ship To Address:

Order #:

Salesman: Elaine Palmer

Invoice Date: 08/02/2023

Delivery Date:

+

H:

C: 209-753-8008

O:

New/U	Year	Make	Model	Serial No.	MSRP	Discount	Price
New	1	Yamaha	F70LA	6CJL1114178	\$10,330.00	\$310.00	\$10,020.00

Manufacturer + Customer Add-Ons:

Major Unit Total	\$10,020.00
Dealer Prep / PDI	\$275.00
Promotion Fees	\$0.00
Shop Supplies	\$0.00
Extended Warranty	\$0.00
Customer Add-Ons	\$0.00
<hr/>	
Cash Price	\$10,295.00
Sales Tax	\$797.86
Incoming/Outgoing Freight	\$575.00
Title/License/Registration Fees	\$0.00
Document/Admin Fees	\$0.00
Service Fee	\$0.00
<hr/>	
Sub Total	\$11,667.86
Trade Allowance	\$0.00
Down Payment/Deposit	\$0.00
<hr/>	
Amount to Pay	\$11,667.86
=====	

Notes:

Trade Information

Draw Schedule Minimums: 20% Deposit / 50% of Balance Upon Start of Build / 100% of Balance Upon Pickup or Delivery. Prices reflect cash/check/wire-transfer discounts. Credit-card-processing/Service-Fee of 3-5% applies, dependent on credit card type. No refunds once buyer takes possession of unit(s). Customer represents all Trade-In units are free of all liens and encumbrances except as noted. Respective manufacturer warranties apply. Used Units have a 30 day warranty. All labor/installations have a 60 day limited warranty from delivery date.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

BOARD AGENDA REPORT

Date: 09/21/2023
Staff: Summer Nicotero

SUBJECT: Grader/Loader Snow Chain replacement

RECOMMENDED ACTION: Authorize purchase of replacement tire chains.

BACKGROUND AND/OR HISTORY:

The Grader and 2 loaders are our most used snow removal pieces of equipment. The snow chains are critical to maintaining safe traction on the snow and ice.

The current chains have reached the end of their serviceable life (last purchased 2018) and need to be replaced prior to winter. Last winter was particularly hard on the equipment due to the heavy snows and the snow blower breakdown. Chain life expectancy is 5-8 years.

FISCAL IMPACT: Budgeted \$ 50,433.79 Account:1-2-07-97-59730

ATTACHMENTS: ACME Tire Chains quote \$50,433.79 includes tax & delivery
Midwest Chain quote \$52,397.22 excludes tax & shipping
Chains 'R' Us Chain quote \$56,196.02 includes tax & shipping

Board Motion:

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

VOTE:

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

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

Please Remit To
 Home Office:
 3350 North State Street
 Ukiah, CA 95482
 Phone: (707) 462-0567
 Fax: (707) 462-1658

Acme Rigging & Supply Co.

100% EMPLOYEE OWNED • SERVING INDUSTRY SINCE 1957

PAGE NO: 1
 Branch Location:
 3901 Commerce Street
 West Sacramento, CA 95691
 Phone: (916) 443-3355
 Fax: (916) 443-3362

SOLD TO: TRI-DAM PROJECT
 PO BOX 1158
 PINECREST CA 95364

SHIP TO:

CUSTOMER NO. 3761
 TERMS: NET 30 DAYS
 PURCHASE ORDER:
 JOB NO. 000

DATE / TIME: 8/30/23 7:29
 CLERK / TERM: RW 555
 SALESPERSON: JEFF ROTH
 TAX CODE: ST CALIFORNIA

ESTIMATE: 412180

QUANTITY	UM	ITEM	DESCRIPTION	UNITS	SUGG	PRICE /PER	EXTENSION
3	EA	MI30	#69156 PEWAG UNIVERSAL ED 10MM 14X24 PEWAG SQUARE LINK DIAMOND PATTERN CHAINS WITH WEAR BARS	3		6413.33 EA	19,239.99
4	EA	MI30	#69160 PEWAG UNIVERSAL ED 12MM 17.5X25 PEWAG SQUARE LINK DIAMOND PATTERN CHAINS WITH WEAR BARS	4		6946.13 EA	27,784.52
1	EA	NRSO	*NO RETURNS ON SPECIAL ORDERS* FREIGHT ALLOWED	1		EA	N/C
1	EA	NRSO	*NO RETURNS ON SPECIAL ORDERS*	1		EA	N/C
						TAXABLE	47024.51
						NON-TAXABLE	0.00
						SUB-TOTAL	47024.51
						TAX AMOUNT	3409.28
						TOTAL AMOUNT	50433.79

X _____
 Received By

(ACCOUNTS PAYABLE)





What are you looking for?



1-855-681-8326

Support About Us

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My Account

14

TIRES



TIRE CHAINS

PARTS & ACCESSORIES

SHOP BY BRAND

MORE

14 items in your shopping cart

Item	Price	Qty	Cost
 <p>QUALITY CHAIN Trygg 11.5mm Swiss Flexi 14.00-24 Grader Tire Chains Size: 14.00-24 SKU: TR570760</p> <p>Remove</p>	\$3,727.23	6	\$22,363.38
 <p>QUALITY CHAIN Trygg 11.5mm Swiss Flexi 17.5-25 Grader Tire Chains Size: 17.5-25 SKU: TR570762-1CR</p> <p>Remove</p>	\$3,754.23	8	\$30,033.84

YOUR TOTAL





Subtotal	\$52,397.22
Discounts	\$0.00
Shipping & Handling	\$0.00
Estimated Tax	\$0.00
Estimated Total	\$52,397.22

SECURE CHECKOUT

CONTINUE SHOPPING


Your Cart

Shipping costs updated.

	Product	Price	Quantity	Subtotal
	 Trygg Swiss Flexi Alloy Grader Tire Chains Tire Size: 17.5-25 Thickness: 11.5mm Chain Material: Alloy steel	\$3,754.23	<input type="text" value="8"/>	\$30,033.84
	 Trygg Swiss Flexi Alloy Grader Tire Chains Tire Size: 14.00-24 Thickness: 11.5mm Chain Material: Alloy steel	\$3,727.23	<input type="text" value="6"/>	\$22,363.38

[Update cart](#)

Cart totals

Subtotal	\$52,397.22
Shipping	Free shipping Shipping to strawberry, CA 95375 . Change address 
Tax	\$3,798.80
Total	\$56,196.02

[Proceed to checkout](#)

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Summer Nicotero

SUBJECT: Western Hydrologic Stream Gaging Services

RECOMMENDED ACTION: Approve the PSA with Western Hydrologic for two years, with the option for 3 one-year renewals

BACKGROUND AND/OR HISTORY:

In the context of the Project's operations, it is important to adhere to the flow rate requirements stipulated in our FERC license for each river and to ensure we provide proper flow rates for irrigation to the respective districts. Our previous contract for stream gaging services was held with Watermark Engineering, led by Patrick Stiehr, who made the decision to retire following the conclusion of the 2021 water year.

During the 2020 water year, Western Hydrologic, under the leadership of Bill Slightham, began working in collaboration with Mr. Stiehr as part of a transitional process in anticipation of his retirement. These services, and the accuracy they entail, play a pivotal role in the seamless functioning of our project. They encompass the provision of authentic data, the creation of rating tables for flow rates, adjustments to ratings as needed, and close coordination with the United States Geological Survey (USGS) to validate datasets. These datasets are subsequently submitted to the Federal Energy Regulatory Commission (FERC).

By granting authorization for the Professional Services Agreement (PSA) with Western Hydrologic, the Project stands to gain the assurance of maintaining the precision and reliability of our water-related data.

Fiscal Impact:	2024WY	\$75,000.00
	2025WY	\$75,748.00

ATTACHMENTS: Western Hydrologic Proposal
Western Hydrologic Professional Services Agreement

Board Motion:

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

VOTE:

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

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

DRAFT

WESTERN HYDROLOGIC SYSTEMS

3652 Camino Hills Dr. Camino, CA 95709

www.westernhydro.net

Office: 530-647-9477

Cell: 530-391-1512

August 16, 2023

**Summer Nicotero
GM TRI- DAM Project,**

Subject: Proposal for the continuation of Stream Gaging Services for Water Years 2024 through 2028

As requested, Western Hydrologic Systems (WHS) has prepared this proposal for the continued stream gaging services on the TRI-DAM project which is a partnership with Oakdale and South San Joaquin Irrigation Districts. WHS started working on the project during the 2020WY alongside Watermark Engineering who has been supporting the TRI-DAM project for over 25 years and decided to retire after the 2021WY which at that time WHS took full responsibility for the continued efforts to service the associated stream flow gages and year-end review with the USGS. WHS consists of two Hydrographers in Bill Slightam who is the owner since 2004 and has over 25 years' experience working with the USGS with building and maintaining stream and reservoir gages throughout the Northern and Southern California areas. Ian Spencer joined WHS during 2016 while still in the Engineering program at California State University, Chico and became full-time upon graduation of 2021. WHS makes monthly field visits to all gages to perform the necessary discharge measurements needed for confirmation of existing rating tables and provide the Operators with Stage Shifts when needed and any requests for data when requested. This proposal is for five years which has been the normal to my understanding for several years but can easily be changed to one through five or whatever the district feels comfortable with. Please see the cost breakdown for each gage for Water Year 2024 through 2028. WHS is prepared to not increase the yearly cost from 2023WY to the 2024WY with a 1% increase for the 2025WY, no increase for the 2026WY, a 1% increase for the 2027WY and no increase for the 2028WY. We hope the district and WHS can continue the working relationship that we have had over the past few years and look forward to answering any questions or concerns the district may have.

Sincerely,

William R. Slightam (Owner / Hydrographer)
Western Hydrologic Systems

TRIDAM ID	USGS GAGE #	STATION NAME	WY 2024	WY 2025	WY 2026	WY 2027	WY 2028
S-87	11-292615	MF Stanislaus Release below Donnell Res.	\$2,200	\$2,222	\$2,222	\$2,244	\$2,244
S-88	11-292700	MF Stanislaus Flow Below Hells Half Acre	\$15,200	\$15,352	\$15,352	\$15,505	\$15,505
S-89	11-292900	MF Stanislaus Flow Below Beardsley Dam	\$13,200	\$13,332	\$13,332	\$13,465	\$13,465
S-96	11-300500	OID Canal near Knights Ferry	\$8,100	\$8,181	\$8,181	\$8,262	\$8,262
S-97U	11-301000	South San Joaquin Irrigation Canal	\$8,100	\$8,181	\$8,181	\$8,262	\$8,262
S-98	11-302000	Stanislaus River below Goodwin Dam	\$13,600	\$13,736	\$13,736	\$13,873	\$13,873
S-99	NA	SSJID Main Canal below Division	\$7,300	\$7,372	\$7,372	\$7,445	\$7,445
S-101	NA	OID North Main Canal below Division	\$7,300	\$7,372	\$7,372	\$7,445	\$7,445
		Water Year Total	\$75,000	\$75,748	\$75,748	\$76,501	\$76,501

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of October 1, 2023 (the “Effective Date”) by and between the **Tri-Dam Project**, a joint venture of the **Oakdale** and **South San Joaquin Irrigation Districts**, irrigation districts governed by the provisions of Division 11 of the California Water Code (collectively, “Client”); and **Western Hydrologic Systems** (“Consultant”).

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

1. **Services:** Client and Consultant agree Consultant will perform the following general services: **Streamgaging Services**

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

2. **Term of Agreement.** This Agreement shall be effective immediately and shall remain in effect for two years unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein. Both parties agree this contract may be renewed for three consecutive one year terms.
3. **Schedule for Performance.** Consultant shall perform the Work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
4. **Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Work shall be on a flat fee basis in accordance with the Proposal attached hereto as **Exhibit B**. The Proposal shall be effective for the duration of performance of the Work, unless otherwise negotiated by the parties, approved by Client’s Board of Directors, and consented to in writing by Client as an amendment to this Agreement.

Total compensation to Consultant for Work performed under this Agreement, including fees and expenses, shall not exceed the total price ceiling of: **Seventy Five Thousand Dollars (\$75,000) for Water Year 2024 and Seventy Five Thousand Seven Hundred and Forty Eight Dollars (\$75,748) for Water Year 2025.**

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

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

“CLIENT”

Tri-Dam Project

P.O. Box 1158
Pinecrest, California 95364-0158
Attn: Summer Nicotero, General Manager
Telephone: (209) 965-3996
Email: snicotero@tridamproject.com

“CONSULTANT”

Western Hydrologic Systems

3652 Camino Hills Dr
Camino, California +5709
Attn: William R. Slightam, Owner
Telephone: (530) 647-9477
Email: westernhydrologics@comcast.net

With courtesy copies to:

Oakdale Irrigation District

1205 E. F Street
Oakdale, California 95361
Attn: Scot Moody, General Manager
Telephone: (209)847-0341
Facsimile: (209)847-3468

South San Joaquin Irrigation District

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

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

7. Independent Contractor: It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:

- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
- b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.

- c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
- d. Consultant shall not be entitled to any benefits payable to employees of Client.
- e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
- f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.
- g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

9. Potential Conflicts of Interest.

- a. Consultant shall disclose its involvement in any projects which may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
- b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within ten (10) days of Consultant's knowledge of such conflict. District reserves the right to require Consultant to submit a financial disclosure statement.
- c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from District. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to District pursuant to Section 6 of this Agreement.

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

- a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become, the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies

and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.

- b. Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
- c. If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

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

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

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

- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit C**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

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

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

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
2. **Limits:** Consultant shall maintain limits no less than the following limits:
 - i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
 - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. "The Tri-Dam Project, Oakdale Irrigation District, South San Joaquin Irrigation District, and each of their respective directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as

respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant.” The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;

- ii. For any claims related to the Services, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
- iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
- iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

d. Acceptability of Insurers: Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.

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

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

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

14. Non-Discrimination in Employment. Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.

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

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

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

16. Compliance With Laws; Labor Code Provisions. It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at District's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by District upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).

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

18. Amendments. Modification or amendments to the terms of this Agreement shall be

approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.

- 19. Termination.** Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:
- a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
 - b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.
- 20. No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
- 21. Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Tuolumne.
- 22. Survival.** The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.
- 23. Entire Agreement.** This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

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

CLIENT

TRI-DAM PROJECT

Summer Nicotero,
General Manager

Date

CONSULTANT

WESTERN HYDROLOGIC SYSTEMS

W. R. Slightam *09/12/2023*

William R. Slightam,
Owner

Date

EXHIBIT "A"

SCOPE OF WORK

Continuation of Tri-dam's streamgaging program, to include streamflow monitoring and compilation of data as required under our FERC license. Data and records to be furnished in accordance with USGS guidelines. Specific station sites and related costs detailed in Exhibit B.

EXHIBIT "B"

FEES

TRIDAM ID	USGS GAGE #	STATION NAME	WY 2024	WY 2025	WY 2026	WY 2027	WY 2028
S-87	11-292615	MF Stanislaus Release below Donnell Res.	\$2,200	\$2,222	\$2,222	\$2,244	\$2,244
S-88	11-292700	MF Stanislaus Flow Below Hells Half Acre	\$15,200	\$15,352	\$15,352	\$15,505	\$15,505
S-89	11-292900	MF Stanislaus Flow Below Beardsley Dam	\$13,200	\$13,332	\$13,332	\$13,465	\$13,465
S-96	11-300500	OID Canal near Knights Ferry	\$8,100	\$8,181	\$8,181	\$8,262	\$8,262
S-97U	11-301000	South San Joaquin Irrigation Canal	\$8,100	\$8,181	\$8,181	\$8,262	\$8,262
S-98	11-302000	Stanislaus River below Goodwin Dam	\$13,600	\$13,736	\$13,736	\$13,873	\$13,873
S-99	NA	SSJID Main Canal below Division	\$7,300	\$7,372	\$7,372	\$7,445	\$7,445
S-101	NA	OID North Main Canal below Division	\$7,300	\$7,372	\$7,372	\$7,445	\$7,445
		Water Year Total	\$75,000	\$75,748	\$75,748	\$76,501	\$76,501

EXHIBIT "C" WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

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

"CONSULTANT"

By Western Hydrologic Dated: 09/12/2023
Name: Bill Elz
Title: owner / Hydrographer

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Summer Nicotero

SUBJECT: 2023/2024 SDRMA Insurance Policy

RECOMMENDED ACTION:

BACKGROUND AND/OR HISTORY:

This item will be hand carried

FISCAL IMPACT: TBD

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

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

**NO STAFF
MEMO**

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Scot Moody

SUBJECT: Me-Wuk Time Extension Request

RECOMMENDED ACTION:

BACKGROUND AND/OR HISTORY:

FISCAL IMPACT:

ATTACHMENTS:

Board Motion:

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

VOTE:

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

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

BOARD AGENDA REPORT

Date: September 12, 2023
Item Number: 18
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION REGARDING OID POTENTIALLY GRANTING THE ME-WUK TRIBE AN EXTENSION OF TIME TO COMPLETE CEQA IN OUR WATER TRANSFER AGREEMENT

RECOMMENDED ACTION: Approval of Extension of time.

BACKGROUND AND/OR HISTORY:

As the Board may be aware, the Me-Wuk Tribe has had some unfortunate setbacks in the construction of their new casino. These issues must be rectified before the Tribe can complete CEQA on our joint water transfer agreement. The Tribe is asking for a two-year extension of time to execute this agreement.

FISCAL IMPACT: Minimal revenue that would have been generated by water sales

ATTACHMENTS: Communications from Jeanne Zolezzi

Board Motion:

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

VOTE

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

Action(s) to be taken:

Jeanne M. Zolezzi
jzolezzi@herumcrabtree.com

VIA ELECTRONIC TRANSMISSION

August 15, 2023

Mr. Scot Moody
General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Mr. Peter Rietkerk
General Manager
South San Joaquin Irrigation District
Post Office Box 747
Ripon, CA 95366

Re: Water Transfer Agreement

Gentlemen:

I am writing in regards to the Water Transfer Agreement by and Between the Oakdale Irrigation District, South San Joaquin Irrigation District, and the Chicken Ranch Rancheria of Me-Wuk Indians of California dated September 8, 2022 ("**Agreement**"). We are so appreciative that the districts have executed the agreement, and the tribe is doing everything within its power to bring it to fruition.

Section 15 of the Agreement makes compliance with CEQA a condition precedent to delivery under the Agreement. Section 16.A of the Agreement provides that if regulatory approval and final CEQA action are not satisfied by December 31, 2024, either party may terminate this Agreement by written notice to the other Party. We want to ensure that Agreement is implemented, and wanted to bring to your attention that we have not been able to meet our anticipated CEQA schedule due to other pressing issues facing the tribe.

We would respectfully request that we execute an amendment to the Agreement to allow the tribe a two year extension of its obligation to obtain regulatory approval and final CEQA actions under the Agreement. I have enclosed such an amendment for your consideration. I look forward to hearing from you.

Very truly yours,

HERUM CRABTREE SUNTAG



JEANNE M. ZOLEZZI
Attorney-at-Law

FIRST AMENDMENT TO WATER TRANSFER AGREEMENT

This FIRST AMENDMENT TO WATER TRANSFER AGREEMENT (“**Amendment**”) is entered into this ____ day of September, 2023 as an amendment to that Water Transfer Agreement by and Between the Oakdale Irrigation District, South San Joaquin Irrigation District, and the Chicken Ranch Rancheria of Me-Wuk Indians of California dated September, 8, 2022 (“**Agreement**”). Capitalized terms not defined in this Amendment shall have the meanings assigned to them in the Agreement.

1. RECITALS.

A. Section 15 of the Agreement makes compliance with CEQA a condition precedent to delivery under the Agreement.

B. Section 16.A of the Agreement provides that if regulatory approval and final CEQA action are not satisfied by December 31, 2024, either party may terminate this Agreement by written notice to the other Party.

C. Chicken Ranch has been unable to meet its anticipated CEQA schedule due to other pressing issues facing the tribe.

D. Chicken Ranch has requested an amendment to the Agreement to allow it a two year extension of its obligation to obtain regulatory approval and final CEQA actions under the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

2. **SECTION 5.** The following Build-Up Schedule is hereby substituted for the original Build-Up Table included in Section 5 of the Agreement:

YEAR	M&I	AG	TOTAL
1	75	0	75
2	190	0	190
3	200	300	500
4	210	300	510
5	220	300	520
6	230	300	530
7	240	300	540
8	250	600	850
9	260	600	860
10	270	600	870
11	280	600	880
12	290	600	890
13	300	900	1,200
14	300	900	1,200

15	300	900	1,200
16	300	900	1,200
17	300	900	1,200
18	300	1,200	1,500
19	300	1,200	1,500
20	300	1,200	1,500
21	300	1,200	1,500
22	300	1,200	1,500
23	300	1,200	1,500
24	300	1,200	1,500
25	300	1,200	1,500

3. **SECTION 16.A.** Section 16.A of the Agreement is hereby withdrawn and replaced in its entirety with the following language:

A. Prior to water delivery under this Agreement, if regulatory approvals and final CEQA action are not satisfied by December 31, 2026, either Party may terminate this Agreement by written notice to the other Party;

4. **CONTINUING VALIDITY. VALIDITY.** Except as otherwise provided in this Amendment, the Agreement shall continue in full force and affect and govern this transaction.

5. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Amendment may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same agreement, notwithstanding that the signatures of each Party or their respective representatives do not appear on the same page of this Amendment. The Parties hereby acknowledge and agree that electronic signatures, facsimile signatures, electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign signatures), or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. The Parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Effective Date.

OAKDALE IRRIGATION DISTRICT

By: _____
Scot A. Moody, General Manager

Attest: _____
Secretary

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: _____
Peter Rietkerk, General Manager

Attest: _____
Secretary

CHICKEN RANCH RANCHERIA OF ME-WUK
INDIANS OF CALIFORNIA

By: _____
Lloyd Mathiesen, Chairman

GENERAL MANAGER BOARD REPORT

Summer Nicotero
September 21, 2023

1. Our new website is set to go-live at the end of the month. In addition to a cleaner, more accessible format, we will also have the ability to accept online submissions and payments. This may be a very helpful option for our permitting process. After our go-live date, staff will work with the new functionality to explore possibilities for increasing communications, providing e-filing opportunities, etc.
2. We completed our cyber-audit and anticipate a response from FERC in the next couple of weeks. We expect the main findings to revolve around further developing current policies and procedures as well as developing cyber-security specific policies and procedures. Our contract with the consulting firm Archer will address many of these findings.
3. We have distributed the Tulloch drawdown schedule to all required parties. I have attached the schedule to this report for your reference. We are scheduled for our three-year gate cycling inspections in 2024 so the drawdown will be extra low and extend for the month of January.
4. We conducted the Microwave Networks onsite training that was approved by the Board earlier this year. Daniel highlights this in his Maintenance report but I also wanted to mention how great it was to bring a vendor onsite to conduct training on our equipment. We were able to partner with our neighbors, Hetch-Hetchy, on this training as they sent six participants to Strawberry. As a result, we have some new contacts and will be touring some of their facilities to learn how they utilize similar equipment in their operations.
5. I am still awaiting a quote from SDRMA for Worker's Compensation Insurance. In the meantime, we are pricing the State Fund plan as a backup plan.
6. The next Advisory Committee meeting is scheduled on Monday, October 2 at 3:00 pm at the SSJID offices.

The fall drawdown schedule for Tulloch Reservoir is provided below. This schedule complies with U.S. Army Corps of Engineers flood control requirements. The reservoir will generally be managed to the target elevation range, however some variation may occur due to large local inflows.

**DRAWDOWN SCHEDULE FOR TULLOCH RESERVOIR
2023/2024 OPERATION SCHEDULE**

DATE	ELEVATION RANGE	
	FROM	TO
01 Jun to 19 Sep	506.5	509.5
20 Sep to 26 Sep	505	508
27 Sep to 03 Oct	503	506
04 Oct to 10 Oct	501	504
11 Oct to 17 Oct	499	502
18 Oct to 24 Oct	497	500
25 Oct to 31 Oct	495	498
01 Nov to 07 Nov	493	496
08 Nov to 14 Nov	491	494
15 Nov to 21 Nov	489	492
22 Nov to 28 Nov	487	490
29 Nov to 05 Dec	485	488
06 Dec to 12 Dec	483	486
13 Dec to 19 Dec	481	484
20 Dec to 26 Dec	479	482
27 Dec to 02 Jan 2024	477	480
03 Jan to 30 Jan	475	478
31 Jan to 06 Feb	478	483
07 Feb to 13 Feb	483	488
14 Feb to 20 Feb	488	493
21 Feb to 27 Feb	493	498

Note: WY 2023/2024 is a deeper drawdown to allow for maintenance work.

For additional Tulloch information, please see <http://tridamproject.com/tulloch>

Issued by: P. Manza

OPERATIONS SUPERVISOR BOARD REPORT
September 21, 2023

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	59,747	(2,587)
Beardsley	81,034	(12,163)
Tulloch	65,758	1,158
New Melones	1,919,896	(112,921)

Outages:

Plant	Dates	Duration	Cause
Tulloch #1	8/18	10:35hrs	Intake gate drifted off upper limit switch.
Tulloch #3	8/25	1:36hrs	Thrust bearing RTD failing caused a false spike in temp tripping the plant.

Operations Report:

New Melones Inflows:

Total inflows for water year 22/23 as of August 31: 2,269,541 A/F.

District Usage:

Total District usage for the water year 22/23 as of August 31: 357,205 A/F.

Precipitation:

Total precipitation for the month of August: 1.27 inches.

Other Activities:

1. Daily checks all powerhouses.
2. Providing ongoing weekend recreation flows for the Stanislaus River.

BEARDSLEY PRECIPITATION

YEAR	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
1958-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	1.39	1.40	1.04	0.00	11.23
1959-60	0.00	0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64
1960-61	0.05	0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10
1961-62	0.21	1.12	0.77	0.70	3.39	2.98	2.04	15.32	6.13	1.12	1.04	0.02	34.84
1962-63	0.30	0.16	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74	40.54
1963-64	0.00	0.44	0.59	2.63	7.81	0.81	5.84	0.21	3.02	2.01	2.44	1.64	27.44
1964-65	0.00	0.00	0.34	2.08	7.40	17.93	5.90	1.34	2.44	5.27	0.32	0.29	43.31
1965-66	0.00	1.47	0.60	0.47	12.38	4.59	1.68	2.33	1.00	2.39	0.43	0.10	27.44
1966-67	0.13	0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02	10.25	2.04	1.05	49.24
1967-68	0.00	0.39	0.90	0.54	2.47	3.35	4.94	4.81	3.48	0.73	1.44	0.02	23.07
1968-69	0.10	0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04
1969-70	0.00	0.00	0.55	3.41	2.98	6.46	17.06	3.11	3.43	2.50	0.00	3.17	42.67
1970-71	0.00	0.00	0.00	0.91	10.71	8.44	2.83	1.16	4.87	1.49	1.80	0.77	32.98
1971-72	0.00	0.02	0.29	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99
1972-73	0.00	0.58	0.17	1.85	6.27	5.57	12.08	12.06	5.31	1.11	0.72	0.74	46.46
1973-74	0.05	0.18	0.07	3.65	9.88	9.10	5.08	1.84	8.18	5.15	0.02	0.07	43.27
1974-75	2.57	0.10	0.00	2.82	2.38	4.95	4.25	10.16	9.90	5.41	0.84	0.63	44.01
1975-76	0.03	2.02	0.15	6.75	2.04	0.74	0.49	3.03	2.66	2.42	0.91	0.05	21.29
1976-77	0.10	2.43	1.00	0.93	1.54	0.24	2.50	2.68	2.06	0.25	4.65	0.38	18.76 RECORD LOW
1977-78	0.00	0.00	0.58	0.24	4.76	9.72	10.85	8.31	8.67	7.97	0.19	0.23	51.52
1978-79	0.08	0.00	3.98	0.07	3.17	4.43	8.45	7.60	6.05	1.86	2.88	0.02	38.59
1979-80	0.17	0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16
1980-81	0.43	0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90
1981-82	0.06	0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67
1982-83	0.03	0.02	4.02	8.78	11.30	7.32	10.83	14.34	12.86	6.29	0.74	0.12	76.65 RECORD HIGH
1983-84	0.01	0.09	3.86	1.35	16.44	12.75	0.27	5.51	3.56	2.70	0.84	1.31	48.69
1984-85	0.00	0.05	0.73	3.97	10.28	2.58	1.52	3.13	5.84	0.86	0.07	0.28	29.31
1985-86	0.30	0.12	2.64	3.09	7.71	4.52	4.70	21.98	8.43	2.37	1.58	0.00	57.44
1986-87	0.02	0.00	2.18	0.00	0.49	0.73	3.42	5.89	5.21	0.79	1.63	0.15	20.51
1987-88	0.00	0.00	0.00	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83
1988-89	0.00	0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80
1989-90	0.00	0.33	3.28	4.30	3.02	0.00	4.75	3.40	2.75	1.66	3.46	0.21	27.16
1990-91	0.00	0.11	0.59	0.41	1.62	1.30	0.40	1.79	16.08	1.74	2.54	1.54	28.12
1991-92	0.17	0.10	0.32	5.54	2.32	3.10	1.97	7.68	4.58	0.45	0.45	1.66	28.34
1992-93	3.26	0.35	0.00	3.05	0.44	9.61	12.19	8.74	6.29	2.07	1.24	2.43	49.67
1993-94	0.00	0.00	0.00	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13
1994-95	0.00	0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13
1995-96	0.05	0.00	0.00	0.00	0.35	9.13	10.32	11.17	6.81	3.94	5.51	1.24	48.52
1996-97	0.05	0.01	0.23	2.55	7.14	16.19	18.16	0.80	0.53	0.82	0.51	1.24	48.23
1997-98	0.17	0.00	0.33	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.35	59.18
1998-99	0.00	0.00	2.84	0.49	5.12	3.13	8.93	9.71	2.63	3.03	1.28	1.03	38.19
1999-00	0.00	0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25
2000-01	0.00	0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73
2001-02	0.02	0.00	0.60	1.17	6.97	9.75	2.56	2.13	6.88	2.29	2.02	0.00	34.39
2002-03	0.00	0.00	0.09	0.00	7.42	11.17	1.12	3.50	3.81	9.36	2.69	0.00	39.16
2003-04	0.09	1.32	0.06	0.00	2.88	9.97	2.79	8.52	1.07	0.17	0.55	0.02	27.44
2004-05	0.02	0.00	0.19	7.66	2.93	6.67	10.52	6.95	9.35	3.35	5.76	0.80	54.20
2005-06	0.00	0.11	0.71	1.70	3.34	17.72	7.75	5.26	10.14	10.55	1.97	0.10	59.35
2006-07	0.08	0.00	0.01	1.53	3.56	5.25	2.08	8.70	1.30	2.61	1.33	0.10	26.55
2007-08	0.01	0.17	0.34	1.02	0.95	5.01	10.15	6.69	0.87	0.26	2.85	0.00	28.32
2008-09	0.00	0.00	0.00	1.65	6.17	5.08	5.88	6.98	6.78	1.97	3.37	0.79	38.67
2009-10	0.00	0.10	0.00	4.37	1.31	5.89	7.97	5.86	4.92	6.66	3.65	0.06	40.79
2010-11	0.00	0.00	0.00	8.67	7.15	14.21	2.15	5.76	15.22	1.94	2.94	3.21	61.25
2011-12	0.00	0.00	1.56	3.13	1.77	0.00	6.25	1.62	5.96	4.76	0.37	0.92	26.34
2012-13	0.00	0.00	0.00	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83
2013-14	0.00	0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75
2014-15	0.52	0.03	1.03	0.15	3.72	7.25	0.13	4.49	0.43	3.08	2.75	0.80	24.38
2015-16	0.39	0.00	0.11	2.26	5.36	9.74	9.53	1.74	9.19	3.13	1.82	0.34	43.61
2016-17	0.00	0.00	0.00	7.26	3.19	8.30	22.25	20.47	5.49	8.06	0.59	0.46	76.07
2017-18	0.00	0.09	1.44	0.50	7.34	0.42	5.20	0.76	14.50	3.70	1.02	0.00	34.97
2018-19	0.00	0.00	0.00	1.92	8.21	3.07	9.84	15.37	8.97	2.07	7.43	0.46	57.34
2019-20	0.00	0.00	0.63	0.00	1.39	10.58	2.09	0.08	7.50	3.87	3.09	0.33	29.56
2020-21	0.00	0.23	0.10	0.00	2.38	3.40	7.28	2.44	2.83	1.31	0.18	0.00	20.15
2021-22	0.09	0.00	0.18	7.51	0.95	13.37	0.04	0.36	0.96	4.14	0.39	0.31	28.30
2022-23	0.00	0.29	2.27	0.02	3.83	12.65	21.85	5.43	15.48	0.22	1.12	1.10	64.26
2023-24	0.00	1.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.27 Current Year
Average	0.15	0.21	0.74	2.23	4.70	6.18	6.74	6.15	5.88	3.38	1.88	0.63	38.87
2022-23 +/-	(0.15)	1.06	(0.74)	(2.23)	(4.70)	(6.18)	(6.74)	(6.15)	(5.88)	(3.38)	(1.88)	(0.63)	(37.60)

ANNUAL AVERAGE **38.87**

INCHES +/- ANNUAL AVERAGE **(37.60)**

Updated as of 13-Sep-23

PERCENT OF ANNUAL AVERAGE **3%**

MAINTENANCE SUPERVISOR BOARD REPORT

Daniel Hogue
September 21, 2023

1. Tulloch main transformer oil samples taken and sent to Weidmann for analysis. Samples being taken at a 6 month interval as per Weidmann analytics.
2. Completed Sandbar Accusonic flow meter commissioning. The Accusonic technician was able to adjust 4 of the 6 sensors for accurate measurement. 2 sensors replaced and aligned. We will get a test report from them with any other recommendations they may have to keep our flow signal stable. Photos attached.
3. Routine Tulloch reservoir maintenance. Ie. Buoys verified to be in place in accordance with buoy map. Damaged or missing buoys replaced with new. New to this month was rope swing removal. Attached is a picture of some of this month's bounty.
4. 3 members of the maintenance team went to Wisconsin for Emerson's Hydro Governor Training. They were able to attend a combination of classroom and hands on training in a variety of aspects of Governor systems including Pumps, Hydraulics, Digital upgrades, PMGs, and troubleshooting.
5. Tulloch Unit 1 relayed offline. Cause was that the intake gate began to drift closed. After investigation found that the motor brake was slipping. Adjusted motor brake and put unit back online.
6. Tri-Dam hosted MNI (Microwave Networks) Training. This 3 day class consisted of Network fundamentals and cybersecurity, fundamentals of Microwave radio, and Proteus MX/MXD installation and commissioning. They were 6 Hetch Hetchy water and power employees, 1 from OID, and 3 from Tri-Dam.
7. 2 day FERC cyber security audit. Audit consisted of Project Overview, Documentation review, and site inspection of Tulloch.
8. Sandbar Air conditioner found faulty. Our normal AC contractor was unable to show up but he was able to supply us parts for repair. AC now returned to service.
9. Began work on water tank frost Barrier. Fabricated I beam pockets and premade frost barrier at the shop. All in preparation for roof arrive estimated end of August.
10. Work on FEMA site 5 is in progress. Loose debris scaling completed. Anchor holes drilled (19 holes, 2 feet deep, 2 inches in diameter). Anchors have been placed in holes and grout inspection was performed by P&P. Grout set-up time 7 days then on to cable and netting.
11. On the 31st of August Tuolumne County experienced a major interruption in Lan line phone, cell phone, and internet services leaving the strawberry operator almost isolated. Fortunately, we were able to keep in communication using our internal voice radio system, upgraded in 2018.



Accusonic Flow Meter Commissioning



Tulloch Debris Removal



Governor School





Tri Dam Microwave Networks Training

REGULATORY AFFAIRS BOARD REPORT

Justin Calbert
September 21, 2023

FERC Compliance

- Updated of ODSP and EAP.
- Annual Tulloch Invasive Plant Species site visits and updated survey map.
- Tulloch drawdown schedule notifications sent out.
- Removal of non-compliant slide, dock, gangway and water pump pipe from Tulloch.

Permit and Other Assignments

- Work on permits, site reviews, and compliance questions for various properties at Tulloch.
- Respond to daily inquiries from the public.
- Permits, inspections and file documentation. To date, 27 applications have been issued in the 2023 calendar year. For current Board Meeting Period (August 17-September 21): 4 new Tulloch encroachment permits issued. 1 permit final inspections passed. 5 applications in process, awaiting proper submittal requirements.
- Numerous Tulloch compliance matters photographed and identified. Researching associated APN's, previous permits (if applicable) and identifying current property owners. Initial compliance violation letters sent out.
- Scanning of all previously issued Tulloch encroachment permits, corresponding documentation and creation of electronic files uploaded to server complete.
- Working on pending litigation matters, as required.
- Removal of three rope swings located on the north side of O'Byrnes Ferry bridge.
- Notifications of Tulloch SMP compliance violations sent out to property owners.
- Attended Shoreline Management Conference in Hot Springs, Arkansas.
- Variance Application 524 Thompson Lane.



Tri-Dam Project Generation & Revenue Report 2023

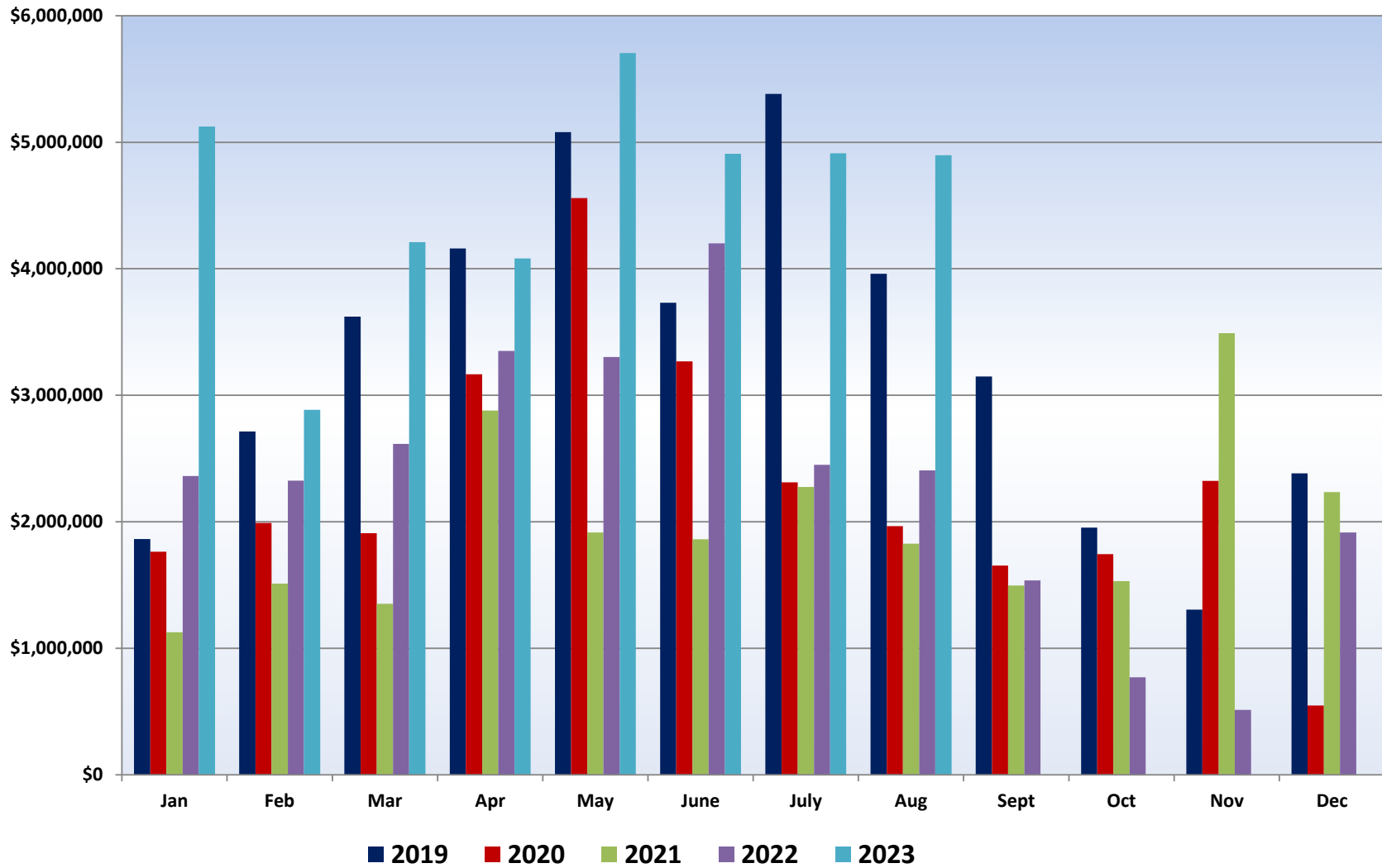
	Donnells				Beardsley				Tulloch				Project Total			
	Average Generation (1958-2018)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue
JAN	17,389,989	50,302,120	-	\$4,024,170	3,150,048	8,075,579	\$646,046	4,271,885	5,667,702	\$453,416	24,811,922	64,045,400	\$5,123,632	24,811,922	64,045,400	\$5,123,632
FEB	17,229,608	26,972,429	-	\$2,157,794	2,927,753	7,428,960	\$594,317	5,024,913	1,668,267	\$133,461	25,182,274	36,069,657	\$2,885,573	25,182,274	36,069,657	\$2,885,573
MAR	23,070,659	34,546,717	-	\$2,763,737	3,584,274	8,181,638	\$654,531	7,580,691	9,910,971	\$792,878	34,235,623	52,639,326	\$4,211,146	34,235,623	52,639,326	\$4,211,146
APR	31,686,865	27,387,689	1,040,000	\$2,274,215	4,717,464	8,113,601	\$649,088	10,811,027	14,474,823	\$1,157,986	47,215,356	49,976,113	\$4,081,289	47,215,356	49,976,113	\$4,081,289
MAY	41,216,149	25,033,384	21,620,370	\$3,732,300	5,799,593	8,186,918	\$654,953	12,131,040	16,481,291	\$1,318,503	59,146,782	49,701,593	\$5,705,757	59,146,782	49,701,593	\$5,705,757
JUN	42,555,036	35,463,600	-	\$2,837,088	6,336,073	8,112,548	\$649,004	12,084,818	17,794,079	\$1,423,526	60,975,928	61,370,227	\$4,909,618	60,975,928	61,370,227	\$4,909,618
JUL	36,444,466	34,600,702	-	\$2,768,056	6,629,514	8,390,128	\$671,210	12,609,174	18,429,795	\$1,474,384	55,683,154	61,420,625	\$4,913,650	55,683,154	61,420,625	\$4,913,650
AUG	27,568,740	34,539,443	-	\$2,763,155	6,269,748	8,342,300	\$667,384	11,868,293	18,323,532	\$1,465,883	45,706,781	61,205,275	\$4,896,422	45,706,781	61,205,275	\$4,896,422
SEP	20,111,167	-	-	\$0	5,223,523	-	\$0	8,577,620	-	\$0	33,912,310	-	\$0	33,912,310	-	\$0
OCT	12,743,535	-	-	\$0	3,752,220	-	\$0	4,664,124	-	\$0	21,159,879	-	\$0	21,159,879	-	\$0
NOV	12,042,987	-	-	\$0	2,794,775	-	\$0	2,487,256	-	\$0	17,325,019	-	\$0	17,325,019	-	\$0
DEC	14,354,891	-	-	\$0	3,713,920	-	\$0	3,288,702	-	\$0	21,357,513	-	\$0	21,357,513	-	\$0
Total	296,414,092	268,846,084	22,660,370	\$23,320,516	54,898,907	64,831,671	\$5,186,534	95,399,542	102,750,460	\$8,220,037	446,712,540	436,428,215	\$36,727,087	446,712,540	436,428,215	\$36,727,087

Note: Price per MWh is \$80.00

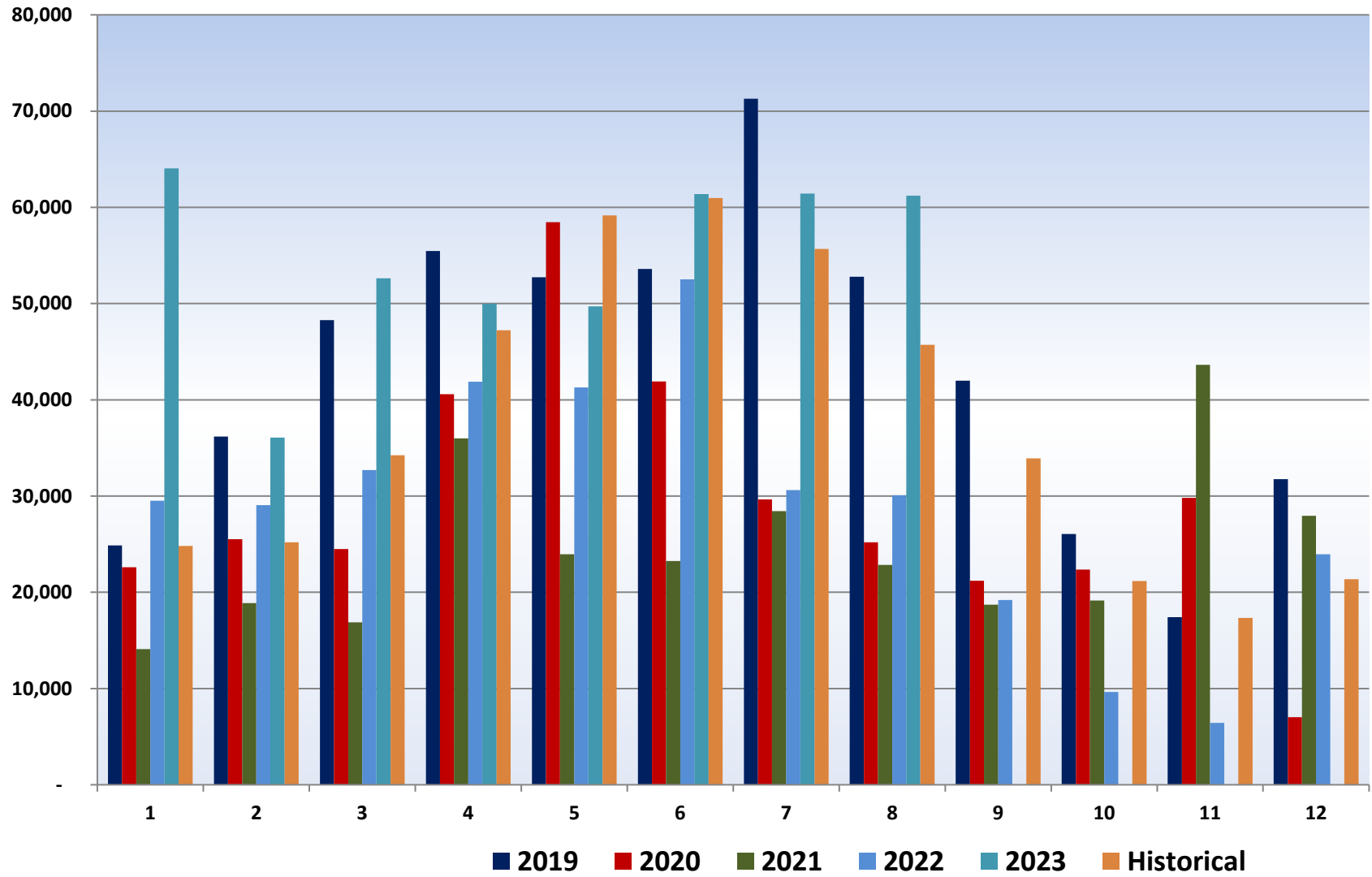
Tri-Dam Power Authority - Sand Bar

	Average Generation (1958-2018)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	PG&E Coordination Payment	Total Revenue
JAN	4,663,654	11,625,894	-	\$930,072	\$0	\$930,072
FEB	3,946,606	10,595,708	-	\$847,657	\$0	\$847,657
MAR	5,290,014	11,889,429	-	\$951,154	\$0	\$951,154
APR	6,873,822	10,211,311	1,325,750	\$922,965	\$0	\$922,965
MAY	8,065,189	11,577,399	-	\$926,192	\$0	\$926,192
JUN	8,750,023	11,516,386	-	\$921,311	\$0	\$921,311
JUL	9,133,101	11,900,588	-	\$952,047	\$0	\$952,047
AUG	8,560,581	11,898,964	-	\$951,917	\$0	\$951,917
SEP	6,928,285	-	-	\$0	\$0	\$0
OCT	4,898,944	-	-	\$0	\$0	\$0
NOV	2,947,604	-	-	\$0	\$0	\$0
DEC	5,554,123	-	-	\$0	\$0	\$0
Total	75,611,948	91,215,679	1,325,750	\$7,403,314	\$0	\$7,403,314

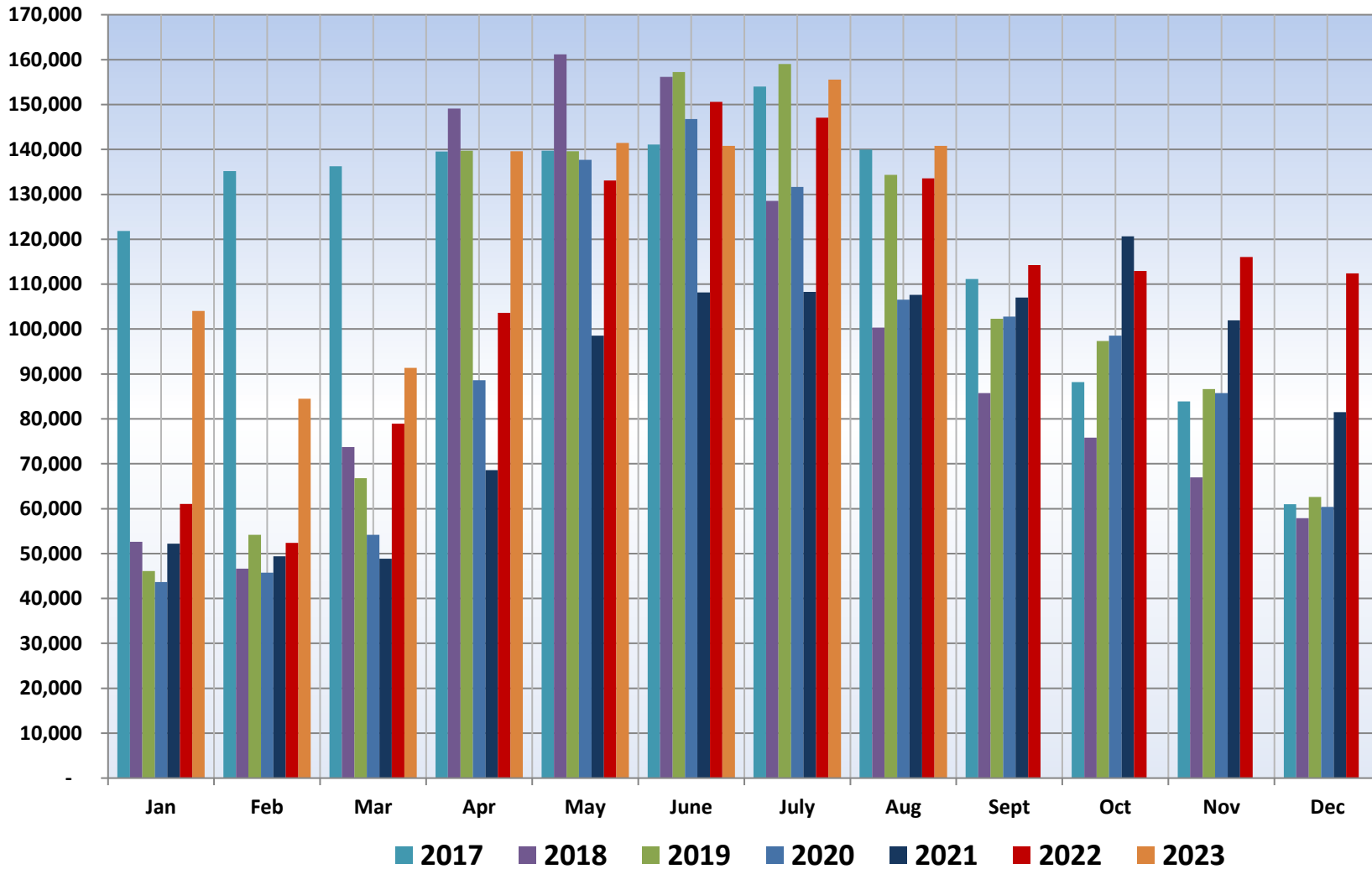
Tri-Dam Project Generation Revenue



Tri-Dam Project Total Generation - MWh



Tri-Dam Project Storage AF - Donnellis & Beardsley



WESTERN PRICE SURVEY

[7] Demand, Constraints Temporarily Boost Regional Natural Gas Prices

Increased demand and pipeline constraints temporarily pushed some Western natural gas prices higher during the last week of August; however, energy prices generally fell by month's end.

Capacity constraints tightened Southwest supplies into southern California, but—despite gas storage capacity limitations—the region finally erased its storage deficit.

The U.S. Energy Information Administration in its weekly report said ongoing maintenance in New Mexico by El Paso Natural Gas led to capacity constraints for gas flowing westbound into southern California. Regional prices reached an intraweek daily high of \$4.23/MMBtu in the Desert Southwest and \$10.02/MMBtu at SoCal CityGate on Aug. 28 “as temperature-related demand in the region rose amid maintenance constraints,” the EIA said.

SoCal CityGate failed to maintain that high price, falling \$1.26 to \$3.21/MMBtu in Aug. 24 to Aug. 31 trading—the greatest regional price drop. Alberta and El Paso-Permian natural gas added 14 cents and 19 cents to arrive at \$2.56/MMBtu and \$2.16/MMBtu, respectively.

Aliso Canyon, which currently has a 41-Bcf capacity, has been full since Aug. 14, according to Southern California Gas Co. maintenance records. The latest maintenance schedule, posted to ENVOY Aug. 31, said the status was expected to change a minute before the calendar changed to September—most likely in response to the California Public Utilities Commission’s approval of Sempra’s capacity-increase request for Aliso Canyon (see story at [8]).

A total of 6 Bcf was added to Pacific region natural gas storage as of Aug. 25, according to the EIA, bringing the amount of storage to 248 Bcf—up 2.9 percent compared with the year prior, when there was 241 Bcf available.

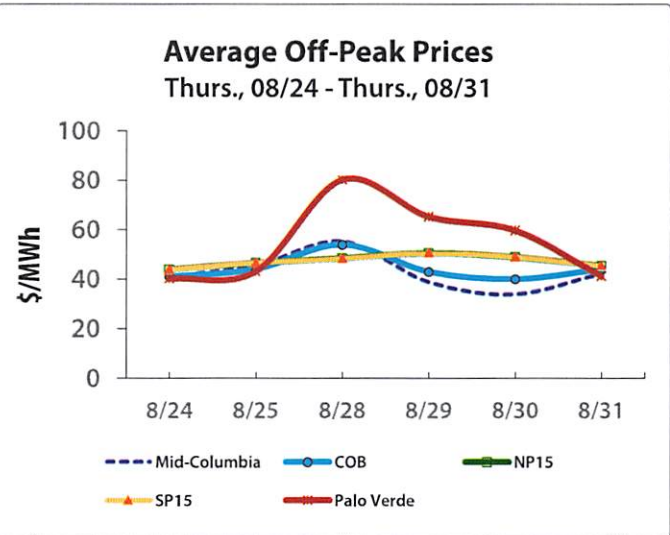
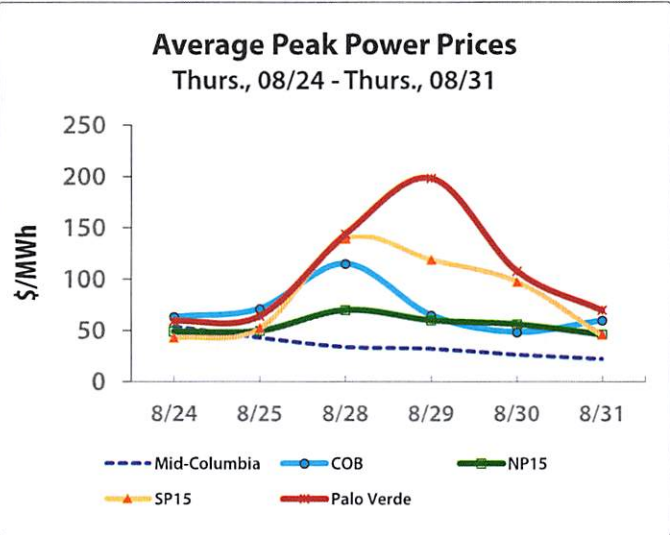
Northwest peak power prices fell by between \$3.50 and as much as \$31.90 at Mid-Columbia, which ended at \$21.95/MWh. Palo Verde peak power gained \$10.50 to reach \$69.50/MWh by Aug. 31. Off-peak power values also sagged, with California-Oregon Border nighttime power shedding the most—down \$3 to \$44/MWh.

California Independent System Operator grid demand rose from 39,923 MW Aug. 23 to 42,604 MW Aug. 28, which was expected to be the week’s high. That same day, thermal generation peaked at 23,815 MW. Total renewables on the CAISO grid reached 18,808 MW Aug. 25.

In August, the average high peak price at Henry Hub was \$2.91/MMBtu, almost \$7 less than in 2022, when it reached \$9.86/MMBtu (see “Price Trends,” next page).

Western natural gas hub values lost roughly \$5 year over year. PG&E CityGate dropped the most, down \$5.51 to \$6.28/MMBtu.

Average Western peak power prices in August were generally higher compared with the year prior. COB skyrocketed to \$1,009/MWh, a gain of \$785 compared with 2022. Palo Verde also added more than \$700 in August, climbing \$774 to \$999/MWh. Mid-C daytime power values tumbled \$83.60 year over year to \$53.85/MWh. —**Linda Dailey Paulson**



	Thurs.08/24	Tues. 08/29	Thurs. 08/31
Henry Hub	2.43	2.51	2.57
Sumas	2.33	2.75	2.25
Alberta	2.42	2.62	2.56
Malin	2.39	3.04	2.35
Opal/Kern	2.40	3.09	2.37
Stanfield	2.40	2.91	2.35
PG&E CityGate	4.16	4.79	3.63
SoCal Border	2.80	3.78	2.76
SoCal CityGate	4.47	6.45	3.21
EP-Permian	1.97	2.24	2.16
EP-San Juan	2.32	2.92	2.24

Power/gas prices courtesy Enerfax

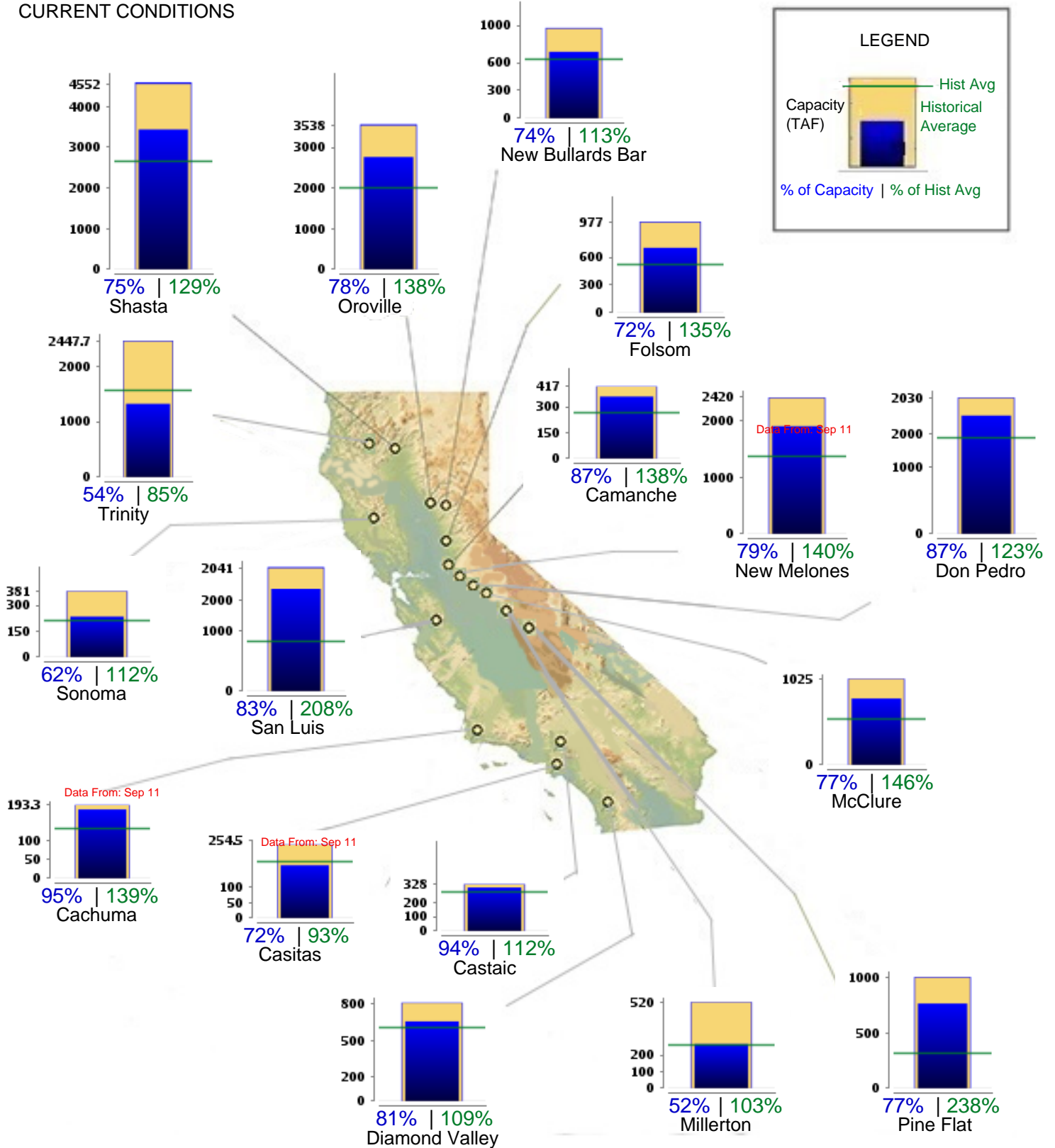


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - September 12, 2023

CURRENT CONDITIONS





September 8, 2023

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

Re: August 2023 Invoices

Dear Miss Nicotero:

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

Non-Native Investigation/ Predator Study

With the completion of field sampling in June, effort during August continued to focus on data management and processing samples collected for analysis of this year’s data. Hourly recording thermographs deployed throughout the lower river were also downloaded to provide water temperature data for analyses. Results of genetic analyses of diet samples have been received from the lab and data will be entered and analyzed.


Stock-recruit Analysis

In late August we received updated analyses and methods for the report from Dr. Korman. We also corresponded with Dan Steiner to clarify our understanding of the flow and reservoir storage modeling results he provided for use in our simulations. Developing the report of findings is a priority in September.

Budget Summary

2023	<i>RST</i>	<i>Non-natives</i>	<i>O. mykiss</i>	<i>Stock-recruit</i>	<i>Total</i>
<i>Jan</i>	\$ 18,005.00	\$ 25,460.00	\$ -	\$ 2,182.50	\$ 45,647.50
<i>Feb</i>	\$ 23,655.85	\$ 67,771.62	\$ -	\$ 2,712.50	\$ 94,139.97
<i>Mar</i>	\$ 16,625.93	\$ 69,349.50	\$ -	\$ 1,360.00	\$ 87,335.43
<i>Apr</i>	\$ 16,800.77	\$ 36,640.42	\$ -	\$ 4,015.00	\$ 57,456.19
<i>May</i>	\$ 9,883.39	\$ 42,236.12	\$ -	\$ 14,345.00	\$ 66,464.51
<i>Jun</i>	\$ 5,379.89	\$ 62,191.32	\$ -	\$ 28,385.00	\$ 95,956.21
<i>Jul</i>	\$ -	\$ 18,410.36	\$ -	\$ 4,360.00	\$ 22,770.36
<i>Aug</i>	\$ -	\$ 20,175.48	\$ -	\$ 13,970.00	\$ 34,145.48
TOTAL	\$ 90,350.83	\$ 342,234.82	\$ -	\$ 71,330.00	\$ 503,915.65
<i>Estimated 2023</i>	\$ 90,000.00	\$ 450,000.00	\$ 60,000.00	\$ 165,000.00	\$ 765,000.00
<i>Remaining</i>	\$ (350.83)	\$ 107,765.18	\$ 60,000.00	\$ 93,670.00	\$ 261,084.35

Sincerely,


Andrea Fuller

SJB August Field Report

Preliminary production estimates were recently calculated for the 2023 juvenile Chinook salmon outmigration season in the Stanislaus and Tuolumne rivers (Figure 1-3). A total of 580,833 juvenile salmon were estimated to have passed the Oakdale RST on the Stanislaus River between late-January and June, with the majority (71%) migrating as fry (<50 mm). Production in the Stanislaus River in 2023 was slightly higher than the previous year.

The Caswell RSTs near the mouth of the Stanislaus River are operated by Pacific States Marine Fisheries Commission (PSMFC) and abundance estimates were not available as of the time of this report.

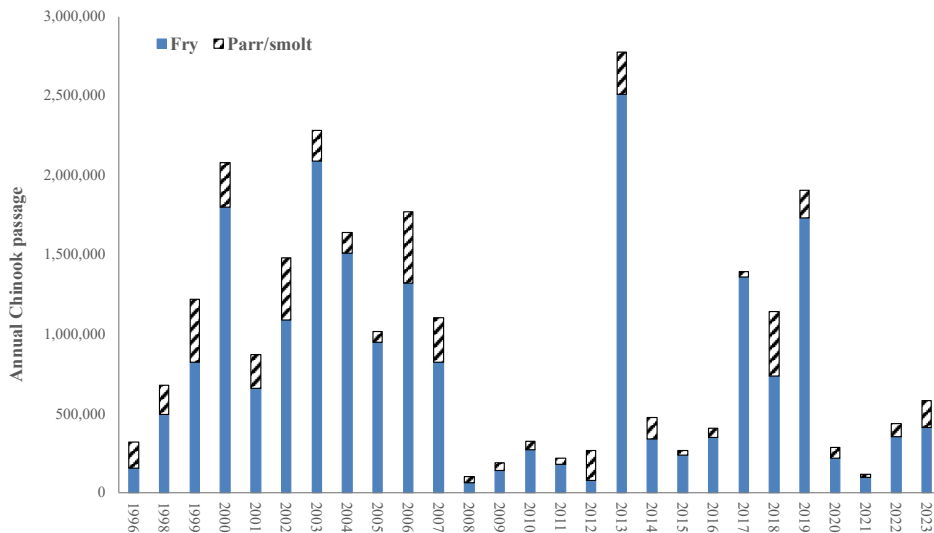


Figure 1. Annual Chinook passage at the Stanislaus River rotary screw trap at Oakdale, 1996-2023.

Sampling at the Waterford RST on the Tuolumne River occurred from January to June and was dominated by the fry lifestage. A total of 176,957 juvenile salmon were estimated to have passed the Waterford RST in 2023, and 93% consisted of fry-sized salmon (Figure 2). Production in the Tuolumne River in 2023 was almost 15 times greater than the previous outmigration season (Figure 2).

Sampling at the Grayson RSTs near the mouth of the Tuolumne River occurred from January through June and was dominated by the fry lifestage. A total of 56,858 juvenile salmon were estimated to have passed the Grayson RSTs in 2023 (Figure 3). Juvenile outmigration during 2023 was predominately fry-sized salmon (89%).

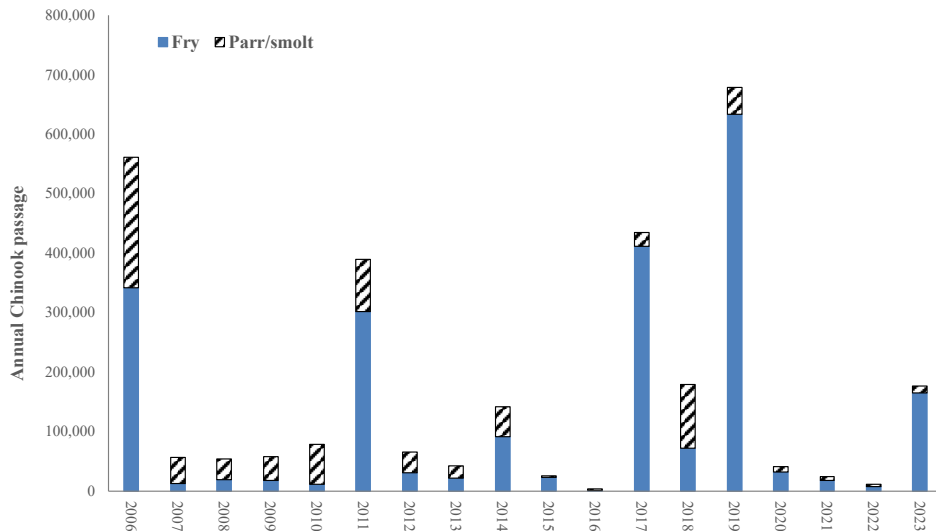


Figure 2. Annual Chinook Passage at the Tuolumne River rotary screw trap at Waterford, 2006-2023.

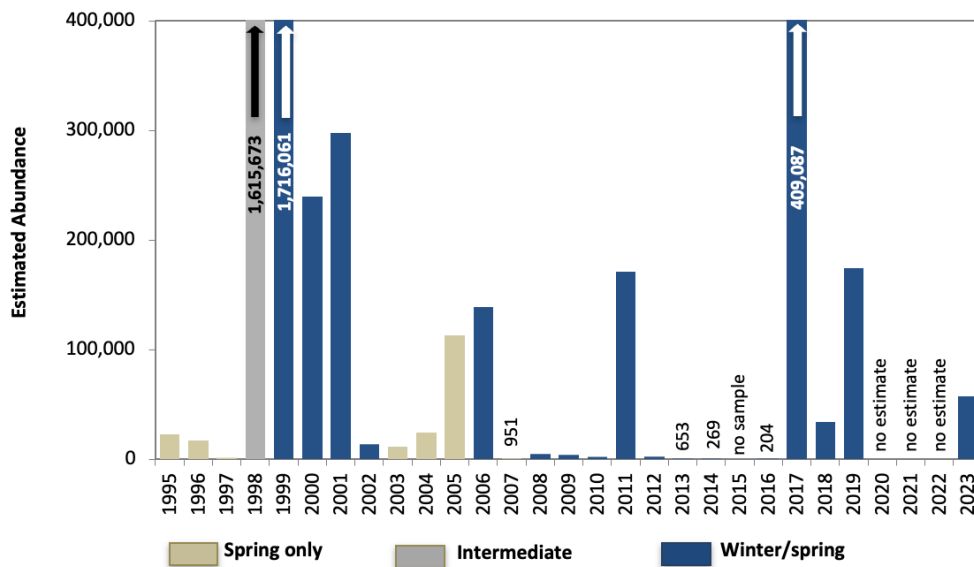


Figure 3. Annual Chinook Passage at the Tuolumne River rotary screw trap at Grayson, 1995-2023.

Preliminary estimates for YOY and Age 1+ *O. mykiss* were calculated for the 2022-23 migration season at the Calaveras RST. A total of 1,674 YOY and 8,004 Age 1+ *O. mykiss* were estimated to have migrated past the Calaveras RST between November 2, 2022 and July 14, 2023. Total passage ranked 8th highest since the trap began sampling in 2002 (Figure 4).

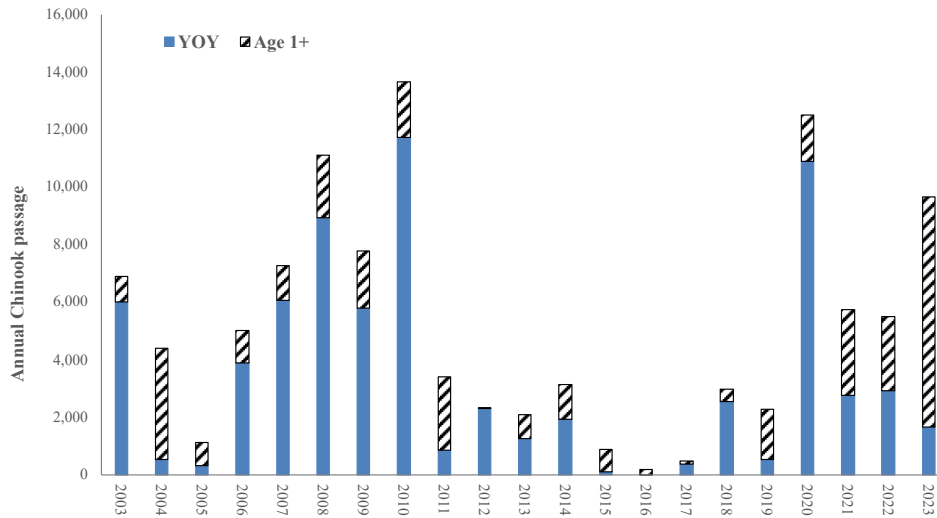


Figure 4. Annual *O. mykiss* passage at the Calaveras River rotary screw trap by lifestage, 2003-2023.

Fall-run Adult Migration Monitoring

The 2023 monitoring season for adult fall-run Chinook is upon us in the San Joaquin Basin. The Stanislaus River weir was installed on September 5-6. Tuolumne River weir installation is tentatively planned for the week of September 11, but work in the river will be flow dependent.

Stanislaus *O. mykiss* Sampling

The U.S. Bureau of Reclamation recently awarded FISHBIO a new contract to continue collecting data on *O. mykiss* in the Stanislaus River. Previously, *O. mykiss* data (PIT tag and tissue/scale samples) were only collected from fish captured at the Stanislaus weir and Oakdale RST. To increase the number of fish sampled in the Stanislaus River, the new contract includes hook-and-line surveys. The first monthly Stanislaus River hook-and-line survey was conducted on September 7 from Knights Ferry to Horseshoe. A total of 12 *O. mykiss* were captured, including two fish that were previously tagged. Total length of fish captured ranged from 296 mm (11.6 inches) to 454 mm (17.8 inches). Tissue and scale samples were collected from all “new” fish. They also received a PIT tag before being released in good condition in the same area they were captured.



Figure 5. A 17.8-inch *O. mykiss* recaptured during the hook-and-line surveys.

Summer Snorkel Surveys

Snorkel surveys were conducted on the Calaveras River from August 21–August 31 from New Hogan Dam to Shelton Road. All lifestages were observed in all reaches snorkeled except in the Shelton Road reach where abundance was also the lowest observed. Preliminary data suggests the highest densities of *O. mykiss* (primarily juveniles, <300 mm) were observed between the Dam and Jenny Lind Bridge. Preliminary *O. mykiss* abundance estimates should be available in the coming months.

Snorkel surveys will be conducted on the Stanislaus River from September 8–September 20 between Goodwin Dam and Orange Blossom Bridge, excluding the canyon reach. Snorkel surveys in the Tuolumne River are tentatively scheduled from late September/early October but dependent on river flows.

TRI-DAM

POWER

AUTHORITY

REGULAR BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
SEPTEMBER 21, 2023
Start time is immediately following the Tri-Dam Project meeting
which begins at 9:00 AM

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com) ON MONDAY, SEPTEMBER 18, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE (www.oakdaleirrigation.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://us02web.zoom.us/j/3585721867> or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing jhassell@oakdaleirrigation.com by 4:30 p.m., Wednesday, September 20, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 840-5502, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

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

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 – 3

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

1. Approve the regular board meeting minutes of August 17, 2023.
2. Approve the Financial Statements of the seven months ending July 31, 2023.
3. Approve the August statement of obligations.

ACTION CALENDAR

ITEM 4

4. Discussion and possible action to authorize the purchase of materials for replacement of the Sandbar Bridge driving surface and labor expenses, to include a capital budget amendment authorization.

ADJOURNMENT

ITEMS 5 - 6

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

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority August 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of August 17, 2023 Minutes

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

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

VOTE:

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

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

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

August 17, 2023
Manteca, California

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

President Spyksma called the meeting to order at 9:39 a.m.

OID COMMISSIONERS

SSJID COMMISSIONERS

COMMISSIONERS PRESENT:

ED TOBIAS
BRAD DE BOER
TOM ORVIS
LINDA SANTOS
HERMAN DOORNENBAL

GLENN SPYKSMA
MIKE WESTSTEYN
DAVID ROOS
DAVID KAMPER

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Genna Modrell, Finance Asst., Tri-Dam Project; Daniel Hogue, Interim Maintenance Supervisor, Tri-Dam Project; Brett Gordon, Interim Operations Supervisor, Tri-dam Project; Mia Brown, Counsel, SSJID; Brandon Nakagawa, Water Resources Coordinator, SSJID; Sonya Williams, Finance & Admin. Manager, SSJID

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

- ITEM #1 Approve the regular board meeting minutes of July 20, 2023.**
ITEM #2 Approve the July statement obligations.

Commissioner Doornenbal moved to approve items one and two on the consent calendar as presented. Commissioner Orvis seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook

ACTION ITEMS

- ITEM #3 Discussion and possible to approve 2023 Annual FERC Administrative Fees.**

Commissioner Santos moved to approve as presented. Commissioner Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Orvis, Santos, Tobias, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Holbrook

ITEM #4 Commissioner Comments

None.

ADJOURNMENT

President Spyksma adjourned the meeting at 9:43 a.m.

The next Board of Commissioners meeting is scheduled for September 21, 2023, at the offices of Oakdale Irrigation District immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Power Authority

DRAFT

BOARD AGENDA REPORT

Date: 09/21/2023
Staff: Sharon Cisneros

SUBJECT: Tri-Dam Power Authority Financial Statements for the Seven Months ending July 31, 2023

RECOMMENDED ACTION: Approve the Financial Statements for the Seven Months ending July 31, 2023

BACKGROUND AND/OR HISTORY:

As of the financial statement date of July 31, 2023, the Tri-Dam Power Authority (TDPA) cash increased by \$2.1M over the prior year primarily due to an increase in power sales of \$2.5M compared to the prior year. Reserve funds in investments total just over \$1.1M.

TDP has realized 143.4% of its annual budgeted operating revenues for 2023, and only utilized 46.3% of its budgeted operating expenses. With the maintenance scheduled in November and December, staff anticipates that expenses will increase in relation to the annual budget.

Further details are available in the attachments.

FISCAL IMPACT: none

ATTACHMENTS: Financial Statements 07/31/2023 (unaudited)

Board Motion:

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

VOTE:

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

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

Tri-Dam Power Authority

Statement of Net Position

July 31, 2023
(unaudited)

	2023	2022
Assets		
Cash	\$ 7,073,324	\$ 4,915,737
Investments	1,118,718	1,086,803
Accounts Receivable	952,047	559,705
Prepaid Expenses	-	25,034
Inventory	5,424	5,424
Capital Assets	45,390,788	45,175,608
Accumulated Depreciation	(23,254,627)	(22,666,521)
Total Assets	31,285,673	29,101,789
 Liabilities		
Accounts Payable	228	-
Due to Tri-Dam Project	236,591	391,151
Total Liabilities	236,819	391,151
 Net Position		
Net Position - Beginning of Year	29,672,949	26,363,000
Distributions	(4,400,000)	(800,000)
YTD Net Revenues	5,775,904	3,147,638
Total Net Position	31,048,853	28,710,638
 Total Liabilities and Net Position	 \$ 31,285,673	 \$ 29,101,789



Tri-Dam Power Authority

Statement of Revenues and Expenses

Period Ending July 31, 2023

	MTD Budget	MTD Actual	MTD Budget Variance	Budget Variance %	Prior Year MTD Actual	Prior Year MTD Var	Prior Year Variance %
Operating Revenues							
1 Power Sales	\$ 375,000	\$ 952,047	\$ 577,047	153.9%	\$ 559,705	\$ 392,342	70.1%
2 Other Operating Revenue	-	-	-	-	-	-	-
3 Total Operating Revenues	<u>375,000</u>	<u>952,047</u>	<u>577,047</u>	<u>153.9%</u>	<u>559,705</u>	<u>392,342</u>	<u>70.1%</u>
Operating Expenses							
4 Salaries and Wages	30,667	19,963	(10,703)	-34.9%	26,688	(6,725)	-25.2%
6 Benefits and Overhead	21,100	7,579	(13,521)	-64.1%	5,463	2,116	38.7%
7 Operations	892	-	(892)	-100.0%	619	(619)	-100.0%
8 Maintenance	6,542	-	(6,542)	-100.0%	544	(544)	-100.0%
9 General & Administrative	27,708	63,826	36,117	130.3%	24,008	39,817	165.8%
10 Depreciation Expense	41,250	40,785	(465)	-1.1%	40,974	(188)	-0.5%
11 Total Operating Expenses	<u>128,158</u>	<u>132,153</u>	<u>3,995</u>	<u>3.1%</u>	<u>98,296</u>	<u>33,858</u>	<u>34.4%</u>
12 Net Income From Operations	246,842	819,894	573,052	232.2%	461,409	358,485	77.7%
Nonoperating Revenues (Expenses)							
14 Investment Earnings	708	66	(642)	-90.6%	(603)	669	-111.0%
15 Gain/(Loss) on Asset Disposal	-	-	-	-	-	-	0.0%
16 Other Income	-	-	-	-	-	-	-
17 Total Nonoperating Revenues (Expenses)	<u>708</u>	<u>66</u>	<u>(642)</u>	<u>-90.6%</u>	<u>(603)</u>	<u>669</u>	<u>-111.0%</u>
18 Net Revenues	<u>\$ 247,550</u>	<u>\$ 819,960</u>	<u>\$ 572,410</u>	<u>231.2%</u>	<u>\$ 460,806</u>	<u>\$ 359,154</u>	<u>77.9%</u>
Memo:							
19 Capital Expenditures	\$ 90,000	<u>\$ -</u>	<u>\$ (90,000)</u>				



Tri-Dam Power Authority

Statement of Revenues and Expenses

Period Ending July 31, 2023

	YTD Budget	YTD Actual	YTD Budget Variance	Budget Variance %	Prior Year Actual	Prior Year Variance	Prior Year Variance %
1 Operating Revenues							
2 Power Sales	\$ 2,625,000	\$ 6,451,397	\$ 3,826,397	145.8%	\$ 3,903,750	\$ 2,547,647	65.3%
3 Other Revenue	-	-	-	-	-	-	-
4 Total Operating Revenues	<u>2,625,000</u>	<u>6,451,397</u>	<u>3,826,397</u>	<u>145.8%</u>	<u>3,903,750</u>	<u>2,547,647</u>	<u>65%</u>
5							
6 Operating Expenses							
7 Salaries and Wages	214,667	136,666	(78,001)	-36.3%	161,644	(24,979)	-15.5%
8 Benefits and Overhead	147,700	48,643	(99,057)	-67.1%	58,543	(9,900)	-16.9%
9 Operations	6,242	6,851	609	9.8%	1,824	5,027	275.7%
10 Maintenance	45,792	2,545	(43,247)	-94.4%	6,482	(3,937)	-60.7%
11 General & Administrative	193,958	232,107	38,149	19.7%	154,036	78,072	50.7%
12 Depreciation Expense	288,750	285,497	(3,253)	-1.1%	186,157	99,340	53.4%
13 Total Operating Expenses	<u>897,108</u>	<u>712,310</u>	<u>(184,799)</u>	<u>-20.6%</u>	<u>568,686</u>	<u>143,624</u>	<u>25.3%</u>
14							
15 Net Income From Operations	1,727,892	5,739,087	4,011,196	232.1%	3,335,064	2,404,023	72.1%
16							
17 Nonoperating Revenues (Expenses)							
18 Investment Earnings	4,958	36,817	31,858	642.5%	(467)	37,284	-7980.8%
19 Gain/(Loss) on Asset Disposal	-	-	-	-	(100,000)	100,000	-100.0%
20 Other Income	-	-	-	-	-	-	-
21 Total Nonoperating Revenues (Expenses)	<u>4,958</u>	<u>36,817</u>	<u>31,858</u>	<u>642.5%</u>	<u>(100,467)</u>	<u>137,284</u>	<u>-136.6%</u>
22							
23 Net Revenues	<u>\$ 1,732,850</u>	<u>\$ 5,775,904</u>	<u>\$ 4,043,054</u>	<u>233.3%</u>	<u>\$ 3,234,597</u>	<u>\$ 2,541,307</u>	<u>78.6%</u>
24							

**Tri-Dam Authority
Capital Expenditures
Period ending July 31, 2023**

Account Number	Project & Purchase Description	Amended Budget 2023	2023 Actual Expenditures	Remaining Budget
1 2-8-21-01-69901	Graphex Operator Interface	\$ 20,000		\$ 20,000
3 2-8-05-23-61001	Sandbar PH 51E Mechanical Relay Replc	25,000		25,000
4 2-8-05-13-61301	Sandbar PH 115kV Pole Replace/Repair	750,000		750,000
5 2-8-05-23-61002	Sandbar PH Bridge Board Repair	100,000		100,000
6 2-8-05-23-61003	Sandbar PH Flowmeter	150,000	28,220	121,780
7 2-8-05-35-63201	Upgrade SCADA RTU/RTAC	35,000		35,000
Total Capital		<u>\$ 1,080,000</u>	<u>\$ 28,220</u>	<u>\$ 1,051,780</u>

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority August Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of the August Statement of Obligations

BACKGROUND AND/OR HISTORY:

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

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Power Authority Statement of Obligations

Board Motion:

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

VOTE:

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

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

Tri-Dam Power Authority

Statement of Obligations

August 1, 2023 to August 31, 2023

**TRI-DAM POWER AUTHORITY
STATEMENT OF OBLIGATIONS**

**Period Covered
August 1, 2023 to August 31, 2023**

Total Obligations: **8** **checks** **in the amount of** **\$26,162.68**
(See attached Vendor Check Register Report)

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Dave Kamper

Linda Santos

David Roos

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

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

TRI-DAM POWER AUTHORITY
PRESIDENT,

TRI-DAM POWER AUTHORITY
SECRETARY,

Glenn Spyksma, President Date

Summer Nicotero, Secretary Date

Authority

August Checks



Check	Vendor No	Vendor	Date	Description	Amount
208361	11343	Tim O'Laughlin	08/03/2023	Legal Matters	5,848.50
208362	10516	Pacific Gas & Electric Co.	08/03/2023		374.64
208363	10954	YSI Incorporated	08/03/2023		732.25
208364	10500	OID ~ Routine	08/16/2023		842.11
208365	10320	General Supply Co.	08/24/2023		86.37
208366	11490	Nor Cal Fire, Inc.	08/24/2023		150.00
208367	10516	Pacific Gas & Electric Co.	08/24/2023		353.60
20230008	10289	Federal Energy Reg. Commission	08/22/2023		17,775.21
Report Total:					\$ 26,162.68

BOARD AGENDA REPORT

Date: 9/21/2023
Staff: Summer Nicotero

SUBJECT: Sandbar Bridge Board Replacement

RECOMMENDED ACTION: Discussion and possible action to authorize the purchase of materials for replacement of the Sandbar Bridge driving surface and labor expenses, to include a capital budget amendment authorization.

BACKGROUND AND/OR HISTORY:

Sandbar Powerhouse access is over a floating bridge. The bridge has 2 layers of boards on top of the driving surface for traction as well as bridge float protection. The under layer lays atop the steel and the top layer lags to the bottom.

The current bridge boards or bridge decking is worn out and need to be replaced. (Bridge boards last replaced 2007 for \$13,421).

Additional money remains in the budget for 3 replacement spuds and downstream cables. This portion of the project will need to roll to 2024 as we don't have time and resources this year.

FISCAL IMPACT:	Budgeted	Materials	\$27,821
		Labor and OH	\$25,000

ATTACHMENTS:	Sonora Lumber quote	\$27,821.25
	Denair Lumber quote	\$30,449.75
	Calaveras Lumber quote	\$31,965.09

Board Motion:

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

VOTE:

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

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





Sonora Lumber Company
 730 S. Washington Street
 Sonora, Ca. 95370
 A/R direct line: 209-890-3022
 95370
 209-532-7446
 Fax: 209-532-1876



QUOTE

2308-177026 R2 PAGE 1 OF 1

SOLD TO
TRI DAM PROJECT PO BOX 1158 PINECREST CA 95364

JOB ADDRESS
TRI DAM PROJECT PO BOX 1158 PINECREST CA 95364 209 532-3838

ACCOUNT	JOB
99594	0
CREATED ON	08/09/2023
EXPIRES ON	08/16/2023
BRANCH	2000
CUSTOMER PO#	BRIDGE
STATION	MO2
CASHIER	JC
SALESPERSON	JC
ORDER ENTRY	JC
MODIFIED BY	JC

Thank you for Shopping Sonora
Lumber Company!

Item	Description	D	Quantity	U/M	Price	Per	Amount
SO22	HGL8450 1/2" x 4 1/2" Lag Screw HDG SPECIAL ORDER - NON-RETURNABLE		1,300	EA	1.2400	EA	1,612.00
SO22	HGW5008 1/2" Flat Washer HDG 50# (1300) bulk 50 pound carton. 1300 pieces SPECIAL ORDER - NON-RETURNABLE		1	EA	102.0000	EA	102.00
SO21	+ 3X12 PT DF BRN 128/10' 170/14' 12/16' SPECIAL ORDER - NON-RETURNABLE		3,852	EA	6.1400	EA	23,651.28
					Subtotal		25,365.28
					CITY 8.75%	Sales Tax	2,219.46
					LBR TAX 1.00%	Sales Tax	236.51
					Total		27,821.25

Buyer: SAWYER, GARY

Signature



QUOTE

DENAIR LUMBER COMPANY, INC.

P.O. BOX 248
4501 MAIN STREET
DENAIR, CA 95316
(209) 632-2494

INVOICE #	0
ACCOUNT #	2003945
DATE	11-Aug-23
TIME	14:34
EMPLOYEE	4 - Pat N.
TERMINAL	1007
PAGE #	1

SOLD TO:

CONTRACTOR

SHIP TO:

CONTRACTOR
CA

ITEM	DESCRIPTION	QTY	SALE	U/M	EXT
CONTRACTOR, TRIDAM PROJECT, 3X12PT.31, 8-11-2023, PN OPTION 2					
Quote # 15254					
****TRIDAM PROJECT****					
GARY SAWYER: 209-743-2720, gsawyer@tridamproject.com					
THIS QUOTE IS FOR D.F. PRESSURE TREATED CAC.31					
312SOLUMBER	3X12 SPEC ORDER MISC LUMBER	3852.00	2,289.00	MBF	26451.68
3x12 PT DF TREATED CAC.31 =(ACQ.60): 128-10', 170-14', 12-16'					
12GFWASHER	1/2" GALV FOUNDATION WASHER	1300.00	0.21	EACH	273.00
501-01613	1/2"x4-1/2" GALV. LAG SCREW	1300.00	0.89	None	1157.00
FREIGHT	FREIGHT CHARGES	1.00	100.00	EACH	100.00
Deliver to: 31885 Old Strawberry Rd, Strawberry, CA 95375					

ACCEPTANCE OF QUOTE IS OPTIONAL WITH US AFTER 5 DAYS UNLESS PAYMENT IS SECURED

SIGNATURE _____
Authorized signer

SUBTOTAL \$	27,981.68
CLPA \$	~264.51680
STANISLA \$	~2203.5573
TOTAL \$	30,449.75

Return Policy: Please retain receipt for returns. All materials returned for credit may be subject to restock charge. Materials returned must be in saleable condition. Non stock items and special order items may not be returned for credit.
 WARNING: This facility sells products that contain chemicals known to the State of CA to cause cancer, birth defects or reproductive harm.
 Proposition 65 Warning: Drilling, sawing, sanding or machining wood products generates wood dust, a substance known to the State of CA to cause cancer. Use a dust mask or other safeguards for personal protection. CA Health and Safety code section 25249.6
 Terms: Accounts are due and payable on or before the 10th of the month following purchase. A finance charge of 1 1/2% per month will be assessed on overdue accounts. Buyer agrees to pay reasonable attorney's fees and collection costs.



Calaveras Lumber Company
 PO Box 890
 155 S. Main st.
 Angels Camp CA 95221
 209-736-4601
 Fax: 209-736-2751



QUOTE

2308-177382 R1 PAGE 1 OF 1

SOLD TO
PRO PRICE

JOB ADDRESS
TRI DAM PINE CREST CA 95364 209-532-3938

ACCOUNT	JOB
2	0
CREATED ON	08/10/2023
EXPIRES ON	08/17/2023
BRANCH	1000
CUSTOMER PO#	
STATION	MO2
CASHIER	JC
SALESPERSON	
ORDER ENTRY	JC
MODIFIED BY	JC

Thank you for shopping with us!

Item	Description	D	Quantity	U/M	Price	Per	Amount
12412LG	1/2X4-1/2 LAG BOLT GALV (5597)		1,300	EA	2.1510	EA	2,796.30
12WG	1/2 USS FLAT WASHER GALV (09143)		1,300	EA	0.6210	EA	807.30
SO21	+ 3X12 PT DF BRN 182/16' 64/20' SPECIAL ORDER - NON-RETURNABLE		4,192	EA	6.1600	EA	25,822.72
					Subtotal		29,426.32
					ANGELS 7.75%	Sales Tax	2,280.54
					LBR TAX 1.00%	Sales Tax	258.23
					Total		31,965.09

Buyer:

Signature