

Thomas D. Orvis, President
Gail Altieri, Vice President
Herman Doornenbal
Linda Santos
Brad DeBoer

District 3
District 1
District 2
District 4
District 5

**MEETING OF THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET, OAKDALE, CA 95361
TUESDAY, MARCH 3, 2020 – 9:00 A.M.
AGENDA**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS - ITEM 1

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

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

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

It is not required, but speakers may provide their name and address.

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 2 - 17

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.

Only properly noticed agenda matters shall be permitted for discussion.

2. Approve the **Board of Directors' Minutes of the Regular Meeting of February 4, 2020 and Resolution No. 2020-02**
3. Approve **Oakdale Irrigation District Statement of Obligations**
4. Approve **Improvement District Statement of Obligations**
5. Approve the **Monthly Treasurer's Report and Draft Financial Statements for the Twelve Months Ending December 31, 2019**
6. Approve **Assignment of Capital Work Order Numbers**
7. Approve **Resolution Adopting Revised Rural Water System's Domestic Water Policy**
8. Approve **Resolution Adopting the Collection and Termination Policy for Delinquent Accounts within the Rural Water System in Compliance with Senate Bill 998 (SB998)**
9. Approve **Sponsorship to Oakdale Saddle Club for the 2020 Oakdale Rodeo in the sum of \$1,000**
10. Approve **Purchase of One (1) Portable Auger with Accessories from United Rentals (Budgeted)**
11. Approve **Work Release No. 101 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for On-Call Professional Surveying Services**
12. Approve **Work Release No. 054 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for Cutting, Bending and Placement of Rebar for One (1) ea. Standard Drop Structure Located on the Brichetto Lateral**
13. Approve **Amendment No. 07 to Professional Services Agreement 2009-PSA-002 with CH2M for Revised Hourly Rate Schedule**
14. Approve **Quitclaim of the Rights of Way Reserved within Deed with Instrument No. 1942-3499 (APNS: 130-007-041/042 – Castillo/Talamantes)**
15. Approve **Discharge Agreement on the Riverbank Lateral (APN: 063-028-024 – Sconza Candy Company)**

16. Approve **Storm Drainage Agreement on the Langworth Pipeline (APN: 062-010-026 – Gordon Braker Plumbing Contractor, Inc.)**
17. Approve **Storm Drainage Agreement on the Reed Pond (APN: 006-012-081 – River Oak Grace Church)**

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| ACTION CALENDAR - ITEMS 18 - 24 |
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18. Review and take possible action to **Provide Staff Direction on 5-Year Out-of-District Water Sale Program**
19. Review and take possible action to **Adopt Resolution Declaring Surplus Water**
20. Review and take possible action to **Adopt Resolution Approving Agreement for Release of Water and Authorizing the General Manager to Execute Agreement for Release of Water by and among the Oakdale Irrigation District, the South San Joaquin Irrigation District, the San Luis & Delta-Mendota Water Authority and the California Department of Water Resources**
21. Review and take possible action to **Approve Adoption of Resolution Finding the 2020 Spring Pulse Flow Release Categorically Exempt Under the California Environmental Quality Act (CEQA)**
22. Review and take possible action to **Issue Work Release No. 010 to Professional Services Agreement 2011-PSA-008 with Davids Engineering, Inc. to Update the Agricultural Water Management Plan**
23. Review and take possible action to **Cancel the Regularly Scheduled Board Meeting on May 5, 2020 to Allow Board Members to Attend the ACWA and JPIA 2020 Spring Conference May 4-8, 2020 in Monterey, CA**
24. Review and take possible action on **Appointment of an Ad Hoc Committee to Provide Staff Direction on the Architectural Building Design for the District's New Facilities**

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|-----------------------------|
| DISCUSSION – ITEM 25 |
|-----------------------------|

25. Discussion / Presentation on the **District's Surface Water Diversions and Deep Well Production**

COMMUNICATIONS - ITEM 26

26. Oral Reports and Comments

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

CLOSED SESSION - ITEM 27

27. Closed Session to discuss the following:

- A. **Government Code §54956.8 Conference with Real Property Negotiator**
Negotiating Parties: OID and Mike Ohe
Property: Dirt
Agency Negotiators: General Manager
Under Negotiations: Price and Terms
- B. **Government Code §54957.6 - Conference with Labor Negotiator**
Agency Negotiator: Gage Dungy, Liebert Cassidy Whitmore
Represented Organization: Operations Employees (OE3)
Unrepresented Employee Organization: Non-Exempt Confidential,
Exempt Supervisory, and
Exempt Management
Bargaining Groups
- C. **Government Code §54956.8 – Conference with Real Property Negotiator**
Negotiating Parties: OID, SSJID, DWR, San Luis and Delta
Mendota Water Authority and State Water
Contractors
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms
- D. **Government Code §54956.9(d)(1) – Existing Litigation (1 Case)**
Genna Modrell, Susan Larson v. Oakdale Mutual Water Company, LLC,
South San Joaquin Irrigation District, Tri Dam Project, et al.
- E. **Government Code §54956.9(d)(4)
Determination of Whether to Initiate Litigation**
One (1) Case

OTHER ACTION – ITEM 28

28. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, March 17, 2020 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, March 19, 2020 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

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

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



PUBLIC COMMENTS

No Information Included

BOARD MEETING OF MARCH 3, 2020



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF MARCH 3, 2020

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTOR'S MINUTES OF THE MEETING OF
FEBRUARY 4, 2020 AND RESOLUTION NO. 2020-02

RECOMMENDED ACTION: Approve the Board of Director's Minutes of the Meeting of February 4,
2020 and Resolution No. 2020-02

ATTACHMENTS:

- Draft Minutes of the Board of Director's Meeting of February 4, 2020
- Draft Resolution No. 2020-02

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
February 4, 2020

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

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

Staff Present: Steve Knell, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer

Also Present: Fred A. Silva, General Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletions of Agenda Items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

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

PUBLIC COMMENT ITEM NO. 1

Chase Hurley stated that he is representing ten landowners who have submitted applications for the 5-year Out-of-District Program. He stated that he would like to ask the Board to continue pressing forward with the process and that he thinks it is a great idea.

Robert Frobose discussed the recall of Director Santos, the lawsuit filed against Directors Altieri and Santos, and the censure of Director Santos.

There being no further Public Comment; Public Comment closed at 9:10 a.m. and the Board Meeting continued.

At the hour of 9:15 a.m. the Board adjourned to closed session.

CLOSED SESSION
ITEM NO. 2

A. Government Code §54957.6 - Conference with Labor Negotiator

Agency Negotiator: Gage Dungy, Liebert Cassidy Whitmore
Represented Organization: Operations Employees (OE3)
Unrepresented Employee Organization: Non-Exempt Confidential,
Exempt Supervisory, and
Exempt Management
Bargaining Groups

At the hour of 9:45 a.m. the Board reconvened to open session.

Coming out of closed session, Director Orvis stated that there was no reportable action.

CONSENT ITEMS
ITEM NOS. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

ITEM NO. 3
APPROVE THE BOARD OF DIRECTORS MINUTES OF THE
MEETING OF JANUARY 7, 2020 AND RESOLUTION NO. 2020-01

A motion as made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve the Minutes of the Meeting of January 7, 2020 and Resolution No. 2020-01.

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

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

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

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

ITEM NO. 6
APPROVE TREASURER'S REPORT AND FINANCIAL STATEMENTS
FOR THE ELEVEN MONTHS ENDING NOVEMBER 30, 2019

A motion was made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve the Treasurer's Report and Financial Statements for the eleven months ending November 30, 2019.

ITEM NO. 7
APPROVE BOARD ATTENDANCE AT ACWA
AND JPIA CONFERENCE MAY5-8, 2020 IN MONTEREY, CA

A motion was made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve the Board attendance at the ACWA and JPIA Conference May 5-8, 2020 in Monterey, CA.

ITEM NO. 8
APPROVE REQUEST FROM THE STANISLAUS
COUNTY FAIR TO BE A SHOW RING SPONSOR FOR 2020

A motion was made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve the request from the Stanislaus County Fair to be a show ring sponsor for 2020.

ITEM NO. 9
APPROVE MEMBERSHIP/CONTRIBUTION
TO WATER EDUCATION FOUNDATION

A motion was made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve membership/contribution to Water Education Foundation.

ITEM NO. 10
APPROVE AWARD OF BID TO HAIDLEN FORD FOR ONE (1) – 2020
MODEL ½ TON, FULL SIZE REGULAR CAB 2-DOOR PICKUP, 2WD;
ONE (1) – 2020 MODEL ½ TON, FULL SIZE REGULAR CAB 2-DOOR
PICKUP, 4WD; AND ONE (1) – 2020 MODEL 1 TON, FULL SIZE
REGULAR CAB 2-DOOR PICKUP, 4WD WITH UTILITY BED

A motion was made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve award of bid to Haidlen Ford for one (1) – 2020 model ½ ton, full size regular cab 2-door pickup, 2WD; one (1) – 2020 model ½ ton, full size regular cab 2-door pickup, 4WD; and one (1) – 2020 model 1 ton, full size regular cab 2-door pickup, 4WD with utility bed.

ITEM NO. 11

APPROVE WORK RELEASE NO. 024 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. FOR EVALUATION, DESIGN AND PREPARATION OF AN ENGINEER'S ESTIMATE FOR THE NORTH MAIN CANAL LEAKAGE MITIGATION PROJECT

A motion was made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve Work Release No. 024 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. for evaluation, design, and preparation of an engineer's estimate for the North Main Canal Leakage Mitigation Project.

ITEM NO. 12

APPROVE WORK RELEASE NO. 025 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. FOR EVALUATION, DESIGN AND PREPARATION OF ENGINEER'S ESTIMATE FOR THE SOUTH MAIN CANAL IMPROVEMENT PROJECT – DOWNSTREAM TUNNEL NO. 9 CHANNEL REPAIRS

A motion was made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve Work Release No. 025 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, for evaluation, design and preparation of engineer's estimate for the South Main Canal Improvement Project – Downstream Tunnel No. 9 Channel Repairs.

ITEM NO. 13

APPROVE WORK RELEASE NO. 100 TO PROFESSIONAL SERVICES AGREEMENT NO. 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO PREPARE A PLAT AND LEGAL DESCRIPTION FOR A 60' EASEMENT ON THE PAULSELL LATERAL THROUGH APN: 008-001-059/060

A motion was made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve Work Release No. 100 to Professional Services Agreement No. 2009-PSA-015 with Giuliani & Kull, Inc. for professional services to prepare a plat and legal description for a 60' easement on the Paulsell Lateral through APN: 008-001-059/060.

ITEM NO. 14

APPROVE BOUTIN AND JONES AMENDMENT NO. 14 TO PROFESSIONAL SERVICES AGREEMENT 2008-PSA-007 WITH BOUTIN JONES, INC. FOR REVISED RATE SCHEDULE

A motion was made by Director Altieri, seconded by Director DeBoer, and was unanimously supported to approve Boutin and Jones Amendment No. 14 to Professional Services Agreement 2008-PSA-007 with Boutin Jones, Inc. for revised rate schedule.

ITEM NO. 15
APPROVE AMENDMENT NO. 08 TO PROFESSIONAL
SERVICES AGREEMENT 2011-PSA-008 WITH DAVIDS
ENGINEERING, INC. FOR REVISED HOURLY RATE SCHEDULE

A motion was made by Director Altieri, seconded by Director DeBoer and was unanimously supported to approve Amendment No. 08 to Professional Services Agreement 2011-PSA-008 with Davids Engineering, Inc. for revised hourly rate schedule.

ACTION CALENDAR
ITEM NOS. 16

ITEM NO. 16
REVIEW AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION
ADOPTING THE REVISED POLICY FOR DISCLOSURE OF REIMBURSEMENTS
PAID TO DIRECTORS AND EMPLOYEES IN COMPLIANCE WITH STATE LAW

A motion was made by Director Santos and was seconded by Director Altieri to approve the Resolution Adopting the Revised Policy for Disclosure of Reimbursements Paid to Directors and Employees in Compliance with State Law and was voted by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director Santos | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

COMMUNICATIONS
ITEM NO. 17

A. GENERAL MANAGERS REPORT

General Manager Steve Knell discussed the 3-month precipitation outlook. He stated that it is going to be a below average year. He stated that he believes that the Districts will get their full allocation of water this year.

General Manager Steve Knell also discussed the information that was contained in the Board Packet under Communications.

B. COMMITTEE REPORTS

There were no committee reports.

C. DIRECTORS COMMENTS

Director Altieri

Director Altieri stated that she was disappointed to report that last year at this time her rain gauge indicated that she had received 16 and 9/10ths inches of rain and to date we have received 8 and 5/100ths inches of rain.

Director Doornenbal

Director Doornenbal had no comments.

Director Santos

Director Santos had no comments.

Director DeBoer

Director DeBoer stated that he hoped staff was looking very diligently at the architectural work and the construction costs for the new building. He stated that the number at the very end seemed very unworkable. He stated that we are going to need to ask staff to get the cost down so it becomes a more reasonable project. Director DeBoer suggested that the Board president appoint an ad hoc committee to work with staff on the project.

Director Orvis

Director Orvis stated that the Northeast Regional Meeting is on February 26, 2020 and will be held at Mid Valley Ag. He stated that they will be hosting the three candidates running for Supervisor, District 1. Director Orvis also thanked Director Altieri for her services on the Water Advisory Committee.

At the hour of 10:25 a.m. the Board adjourned to Closed Session.

CLOSED SESSION
ITEM NO. 18

B. Government Code §54956.8 – Conference with Real Property Negotiator

Negotiating Parties: OID, SSJID, USBR, DWR, San Luis and Delta Mendota
Water Authority and State Water Contractors
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Price and Terms

C. Government Code §54956.8 Conference with Real Property Negotiator

Negotiating Parties: OID and Participants in 2020 Out-of-District
Water Sale Programs
Property: Water
Agency Negotiators: General Manager
Under Negotiations: Price and Terms

D. Government Code §54956.9(d)(1) – Existing Litigation

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

**E. Government Code §54956.9(d)(4)
Determination of Whether to Initiate Litigation
One (1) Case**

F. Government Code §54957(b) – Public Employment

At the hour of 12:38 p.m. the Board reconvened to open session.

The following reportable action from Closed Session Item 18.E. was not reported coming out of closed session, but will be reported at the next Board Meeting.

Coming out of Closed Session Director Orvis reported the following action:

18.E. The Board approved tabling this item to a future date, by the following roll call vote:

| | |
|---------------------|---------|
| Director Altieri | Abstain |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director Santos | Abstain |
| Director DeBoer | Yes |

The motion passed by a 3-0 with 2 abstentions vote.

**OTHER ACTION
ITEM NO. 27**

At the hour of 12:39 p.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, February 18, 2020 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, February 20, 2020 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA

Thomas D. Orvis, President

Attest:

Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-02**

**RESOLUTION ADOPTING
REVISION TO POLICY FOR DISCLOSURE OF REIMBURSEMENTS PAID TO
DIRECTORS AND EMPLOYEES
REPLACING RESOLUTION NO. 2004-12**

WHEREAS, the Board of Directors of the Oakdale Irrigation District ("District") approved a revision to the Policy for the Disclosure of Reimbursements Paid to Directors and Employees.

WHEREAS, Special Districts are required under California Government Code Section 53065.5 to disclose reimbursements paid to Directors and Employees.

NOW, THEREFORE BE IT RESOLVED, that the Oakdale Irrigation District Board of Directors hereby adopts the revision to the Policy for Disclosure of Reimbursements Paid to Directors and Employees. This resolution will remain in effect until revocation by the Board of Directors of the Oakdale Irrigation District.

BE IT RESOLVED, that this resolution supersedes any other previous resolutions relating to the above subject matter.

Upon motion of Director Santos, seconded by Director Altieri and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 4th day of February, 2020, by the following roll call vote:

| | |
|---------------------|-----|
| Director Altieri | Yes |
| Director Doornenbal | Yes |
| Director Orvis | Yes |
| Director Santos | Yes |
| Director DeBoer | Yes |

The motion passed by a 5-0 vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 3
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

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

TOP TEN OBLIGATIONS

| <u>Vendor</u> | <u>Purpose</u> | <u>Amount</u> |
|------------------------------------|--|---------------|
| Union Bank N.A. | COP Interest Payment - 2020 | \$509,486.06 |
| SJTA | 2020 SJTA Obligation | 250,000.00 |
| Rinker Materials | 60" Pipe, 72" Pipe | 243,457.75 |
| IRS | 941 Withholding, FICA, Medicare | 108,955.52 |
| Tri-West Tractor, Inc. | Excavator & Loader Rentals – Dec. & Jan. | 83,522.60 |
| Allen A. Waggoner Construction | WR #022 – ID 41 | 80,457.20 |
| CalPERS | Retirement Contribution | 63,180.53 |
| Kaiser Foundation Health Plan Inc. | Health Insurance - March | 59,731.31 |
| Damrell, Nelson, Schrimp & Pallios | Attorney Fees October – December | 47,674.39 |
| Sutter Health Plus | Health Insurance - March | 44,536.61 |

| | |
|--------------------|----------------|
| Sub Total Top Ten: | \$1,491,001.97 |
| Other Obligations: | 413,270.67 |
| Total Obligations: | \$1,904,272.64 |

FISCAL IMPACT: \$1,904,272.64

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

March 3, 2020

Accounts Payable
Check Register - March 3, 2020



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|--|--------------|--|
| 130201 | 1/30/2020 | Union Bank N.A. | \$509,486.06 | COP Interest Payment - February 2020 |
| 204201 | 2/4/2020 | Employment Development Department | \$20.08 | Personal Income Tax |
| 204202 | 2/4/2020 | Internal Revenue Service | \$927.71 | 941 Withholding, FICA, Medicare |
| 205201 | 2/5/2020 | Visa | \$465.00 | CrushFTP License, FFA Cake Auction |
| 205202 | 2/5/2020 | Visa | \$2,944.98 | Male Crimps, ITRC Training - Lodging, Sit-Stand Desk |
| 205203 | 2/5/2020 | Visa | \$1,970.04 | Mobile Workstation, Monitor, SNUG Conference - Airfare |
| 207201 | 2/7/2020 | California Public Employees' Retirement System | \$31,749.13 | Retirement Contribution |
| 207202 | 2/7/2020 | Employment Development Department | \$8,994.69 | State Disability Insurance, Personal Income Tax |
| 207203 | 2/7/2020 | Internal Revenue Service | \$54,236.79 | 941 Withholding, FICA, Medicare |
| 207204 | 2/7/2020 | ICMA Retirement | \$1,293.27 | Deferred Comp Withholding |
| 207205 | 2/7/2020 | VOYA Retirement | \$8,713.97 | Deferred Comp Withholding |
| 27163 | 2/10/2020 | Ace Hardware | \$39.57 | Batteries, Liquid Plumber Gel |
| 27164 | 2/10/2020 | Allen A. Waggoner Construction, Inc. | \$80,457.20 | WR #022 - ID41 |
| 27165 | 2/10/2020 | Allied Concrete Pumping, LLC | \$3,423.96 | Concrete Pumping Services |
| 27166 | 2/10/2020 | Allied Concrete and Supply Co., Inc. | \$3,249.20 | Concrete |
| 27167 | 2/10/2020 | Amazon | \$501.92 | Carburetor, Monitors, Power Strips, Keyboards |
| 27168 | 2/10/2020 | Amazon Web Services, Inc. | \$37.24 | Storage - December |
| 27169 | 2/10/2020 | App Agency Inc. | \$30.00 | Hosting - oidwaterresources.org |
| 27170 | 2/10/2020 | Bissell-Vargas, Kristy | \$44.98 | Health and Wellness Reimbursement - February |
| 27171 | 2/10/2020 | Blase, Jimmy | \$75.00 | Steel-Toe Boots Reimbursement |
| 27172 | 2/10/2020 | Botto Leo Christopher & June Carol Trs | \$10.00 | Grant of Easement - APN: 010-034-087 |
| 27173 | 2/10/2020 | Boutin Jones, Inc. | \$980.00 | Attorney Fees - December |
| 27174 | 2/10/2020 | California Highway Patrol | \$10.00 | Accident Report |
| 27175 | 2/10/2020 | California State Disbursement Unit | \$377.99 | Levy |
| 27176 | 2/10/2020 | C & C Portables, Inc. | \$554.19 | Portable Toilet Rental - January |
| 27177 | 2/10/2020 | Central Sanitary Supply | \$919.08 | Warehouse Supplies |
| 27178 | 2/10/2020 | City of Oakdale Utilities | \$393.83 | Water/Sewer - January |
| 27179 | 2/10/2020 | Coffee Break Service, Inc. | \$136.71 | Coffee Service |
| 27180 | 2/10/2020 | Condor Earth Technologies, Inc. | \$20,945.00 | WR #020, WR #022, WR #023 |
| 27181 | 2/10/2020 | Cutting Edge Supply | \$2,918.50 | Excavator Parts |
| 27182 | 2/10/2020 | Davids Engineering, Inc. | \$17,502.75 | WR #006 - ET Study |
| 27183 | 2/10/2020 | Denair Lumber Company, Inc. | \$8,306.37 | Lumber |
| 27184 | 2/10/2020 | Dennis Wing Trucking | \$1,380.00 | Haul Dirt |
| 27185 | 2/10/2020 | Department of Consumer Affairs | \$250.00 | CPA License Renewal |
| 27186 | 2/10/2020 | Department of Water Resources | \$400.00 | Annual CNDDDB Renewal |
| 27187 | 2/10/2020 | Durrett, Jason | \$179.96 | Health and Wellness Reimbursement - Sep. - Dec. |
| 27188 | 2/10/2020 | Employment Development Department | \$3,600.00 | Unemployment Benefits - December |
| 27189 | 2/10/2020 | Estate of Otto Terkilidsen | \$220.22 | Refund - APN: 002-033-049 |
| 27190 | 2/10/2020 | Far West Laboratories, Inc. | \$542.00 | Bac-T Tests, Nitrate Tests |
| 27191 | 2/10/2020 | Fastenal Company | \$4,607.70 | Wedge Anchors, Gloves, Cloths, Batteries |
| 27192 | 2/10/2020 | Franchise Tax Board | \$506.23 | Levy |
| 27193 | 2/10/2020 | Freeman Designs | \$48.77 | Business Cards |
| 27194 | 2/10/2020 | Fresno Valves & Castings, Inc. | \$12,769.85 | 18", 24", 30" 101C Gates, 8" Flap Gate |
| 27195 | 2/10/2020 | George Reed, Inc. | \$1,657.60 | Crushed Rock |
| 27196 | 2/10/2020 | George W. Lowry, Inc. | \$3,589.78 | Oil, MobileGrease |
| 27197 | 2/10/2020 | Giuliani & Kull, Inc. | \$2,875.00 | WR #062 - Monument Preservation, WR #097 - Staking |

Accounts Payable
Check Register - March 3, 2020



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|--|--------------|--|
| 27198 | 2/10/2020 | Grainger | \$390.78 | Drilling Screws, Nail Pullers, Mixing Paddles |
| 27199 | 2/10/2020 | Grover Landscape Services, Inc. | \$510.00 | Monthly Landscape Maintenance - January |
| 27200 | 2/10/2020 | Haidlen Ford | \$648.95 | Fluid Additive, Hoses, Radiator, Pump |
| 27201 | 2/10/2020 | Jones, Danny | \$48.76 | Steel-Toe Boots Reimbursement |
| 27202 | 2/10/2020 | Jorgensen Company | \$725.28 | Sensors |
| 27203 | 2/10/2020 | Liebert Cassidy Whitmore | \$7,252.00 | Labor Negotiations |
| 27204 | 2/10/2020 | Mission Uniform Service | \$1,730.42 | Uniform Service |
| 27205 | 2/10/2020 | Modesto Steel | \$1,588.95 | Angled Steel, Flat Bar, Steel Sheet |
| 27206 | 2/10/2020 | Morrill Industries, Inc. | \$1,348.32 | 20" Gaskets, 22" Flange Adapters |
| 27207 | 2/10/2020 | Motor Parts Distributors, Inc. | \$266.84 | Fuel Pump |
| 27208 | 2/10/2020 | Newegg Business, Inc. | \$128.40 | Ethernet Cables, Switches |
| 27209 | 2/10/2020 | NorCal Kenworth | \$213.99 | Latches, Filters |
| 27210 | 2/10/2020 | Oakdale Medical Group | \$406.00 | Post Accident Drug Test |
| 27211 | 2/10/2020 | Oakdale Auto Parts | \$36.19 | Cables |
| 27212 | 2/10/2020 | Oakdale Sober Grad Night Committee | \$250.00 | 2020 Sober Grad Night Donation |
| 27213 | 2/10/2020 | Courtney Klipping O'Brien 2012 Living Trust | \$10.00 | Grant of Easement - APN: 010-034-086 |
| 27214 | 2/10/2020 | Office Depot | \$1,055.54 | Office Supplies |
| 27215 | 2/10/2020 | Ontel Security Services, Inc. | \$275.00 | Security Monitoring - January |
| 27216 | 2/10/2020 | Operating Engineers Union Local No. 3 | \$2,795.00 | Union Dues - PPE: 1/18/20 |
| 27217 | 2/10/2020 | Orange Blossom 4-H | \$500.00 | Donation |
| 27218 | 2/10/2020 | P G & E | \$14.55 | Electricity - January |
| 27219 | 2/10/2020 | P & L Concrete Products, Inc. | \$127.03 | Concrete |
| 27220 | 2/10/2020 | Portola Systems, Inc. | \$12,063.11 | HP Mini PC, Microsoft Office 2019 Standard License |
| 27221 | 2/10/2020 | Ray Morgan Company | \$614.03 | Copier Usage 12/24/19-1/23/20 |
| 27222 | 2/10/2020 | Redwood Health Services | \$292.25 | 125 Cafeteria Plan & Cobra - February |
| 27223 | 2/10/2020 | Resource Building Materials | \$235.06 | Concrete |
| 27224 | 2/10/2020 | Rinker Materials | \$71,313.11 | 60" Pipe, 72" Pipe |
| 27225 | 2/10/2020 | Rubicon, Inc. | \$9,376.00 | 2020 Software License and Support |
| 27226 | 2/10/2020 | San Joaquin Tributaries Authority | \$250,000.00 | 2020 SJTA Obligation |
| 27227 | 2/10/2020 | Sierra Controls, LLC | \$165.00 | WR #004 - HMI Improvements |
| 27228 | 2/10/2020 | Stanislaus County Farm Bureau | \$75.00 | Northeast Regional Meeting |
| 27229 | 2/10/2020 | Streamline | \$400.00 | Monthly Web Fee - January |
| 27230 | 2/10/2020 | TP Express | \$150.00 | Portable Toilet Rental - February |
| 27231 | 2/10/2020 | United Rentals Northwest, Inc. | \$15,653.66 | Pipe Puller & Trench Box Rentals - January |
| 27232 | 2/10/2020 | Verizon Wireless | \$2,589.47 | Cimis Station, Cell Phone Charges - January |
| 27233 | 2/10/2020 | The Water Depot Inc | \$619.82 | Bottled Water w/OID Labels |
| 27234 | 2/10/2020 | Water Education Foundation | \$1,730.00 | Central Valley Tour |
| 27235 | 2/10/2020 | Water Education Foundation | \$1,200.00 | 2020 Pillar Plan Membership |
| 27236 | 2/10/2020 | W. H. Breshears, Inc. | \$9,889.71 | Fuel |
| 27237 | 2/10/2020 | White Cap Construction Supply | \$2,543.36 | Sealant, Caution Tape, Laser |
| 221201 | 2/21/2020 | California Public Employees' Retirement System | \$31,431.40 | Retirement Contribution |
| 221202 | 2/21/2020 | Employment Development Department | \$8,864.71 | State Disability Insurance, Personal Income Tax |
| 221203 | 2/21/2020 | Internal Revenue Service | \$53,791.02 | Medicare, FICA, 941 Withholding |
| 221204 | 2/21/2020 | ICMA Retirement | \$1,361.87 | Deferred Comp Withholding |
| 221205 | 2/21/2020 | VOYA Retirement | \$8,675.03 | Deferred Comp Withholding |
| 27238 | 2/25/2020 | Ace Hardware | \$373.37 | Warehouse Supplies |

Accounts Payable
Check Register - March 3, 2020



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|---|-------------|---|
| 27239 | 2/25/2020 | ACWA-JPIA | \$9,025.21 | Dental/Vision Insurance - March |
| 27240 | 2/25/2020 | Allied Concrete Pumping, LLC | \$1,541.38 | Concrete Pumping Services |
| 27241 | 2/25/2020 | Allied Concrete and Supply Co., Inc. | \$729.24 | Concrete |
| 27242 | 2/25/2020 | All Rigging Company | \$2,990.35 | Swivel Eye Hoist Hooks, Latch Kits |
| 27243 | 2/25/2020 | Amazon | \$4,710.87 | Warehouse & SCADA Supplies |
| 27244 | 2/25/2020 | AT&T Mobility | \$53.80 | GPS Device - February |
| 27245 | 2/25/2020 | Bobcat Central, Inc. | \$433.67 | Belts, Seat, Hoses, Nuts, Bolts, Spacers |
| 27246 | 2/25/2020 | California State Disbursement Unit | \$170.30 | Levy |
| 27247 | 2/25/2020 | Casey Moving Systems Records Management | \$96.00 | Shredding - January |
| 27248 | 2/25/2020 | C & C Portables, Inc. | \$554.19 | Portable Toilet Rental - February |
| 27249 | 2/25/2020 | Central Sanitary Supply | \$228.40 | Air Freshener |
| 27250 | 2/25/2020 | Chicago Title | \$15.00 | Refund - APN: 130-008-046 |
| 27251 | 2/25/2020 | Comcast Business | \$332.32 | Office Phone Charges - February |
| 27252 | 2/25/2020 | Condor Earth Technologies, Inc. | \$12,043.75 | WR # 017, WR #020, WR #021, WR #022 |
| 27253 | 2/25/2020 | CoreLogic Solutions, LLC | \$283.25 | Real Quest - January |
| 27254 | 2/25/2020 | Custom Fire Protection | \$2,195.50 | Fire Extinguishers Annual Maintenance & Training |
| 27255 | 2/25/2020 | Cutting Edge Supply | \$650.92 | Tooth, Adapter |
| 27256 | 2/25/2020 | Damrell, Nelson, Schrimp, Pallios, Pacher & Silva | \$47,674.39 | Attorney Fees October - December |
| 27257 | 2/25/2020 | Davids Engineering, Inc. | \$1,194.00 | WR #006 - ET Study |
| 27258 | 2/25/2020 | Denair Lumber Company, Inc. | \$231.35 | Lumber |
| 27259 | 2/25/2020 | Dennis Wing Trucking | \$1,012.00 | Haul Dirt |
| 27260 | 2/25/2020 | Department of Fish and Wildlife | \$400.00 | Annual CNDDDB Renewal |
| 27261 | 2/25/2020 | Digi-Key Corporation | \$539.91 | Crimp Tool |
| 27262 | 2/25/2020 | Fastenal Company | \$1,383.11 | Rags, Tape Measures, 14" Steel Blades |
| 27263 | 2/25/2020 | Fishbio Inc. | \$5,075.72 | Honolulu Bar - December & January |
| 27264 | 2/25/2020 | Franchise Tax Board | \$237.71 | Levy |
| 27265 | 2/25/2020 | Fresno Valves & Castings, Inc. | \$5,541.49 | 12" & 18" YW Gate PVC Bolt on, 18" & 24" 101C Gates |
| 27266 | 2/25/2020 | Garton Tractor, Inc. | \$1,399.64 | Cables, End Rods, Cushions, Seals, Split Pin, Panel Kit |
| 27267 | 2/25/2020 | George Reed, Inc. | \$557.95 | Crushed Rock |
| 27268 | 2/25/2020 | Gilton Solid Waste Management, Inc. | \$1,358.88 | Refuse Charges - January |
| 27269 | 2/25/2020 | Giuliani & Kull, Inc. | \$3,250.00 | WR #091, WR #098, WR #099 |
| 27270 | 2/25/2020 | Grating Pacific, Inc. | \$2,755.53 | Welded Steel Grating |
| 27271 | 2/25/2020 | Haidlen Ford | \$265.60 | Tube, Exhaust Fluid |
| 27272 | 2/25/2020 | High Tech Batery Solutions, Inc. | \$1,620.00 | Power Sonic Batteries |
| 27273 | 2/25/2020 | Integrated Telecom Solutions, Inc. | \$62.50 | Phone System Support |
| 27274 | 2/25/2020 | Kaiser Foundation Health Plan, Inc. | \$59,731.31 | Health Insurance - March |
| 27275 | 2/25/2020 | McMaster-Carr | \$58.54 | Channel Nuts |
| 27276 | 2/25/2020 | Mission Uniform Service | \$2,571.30 | Uniform Service |
| 27277 | 2/25/2020 | Mitch's Certified Classes | \$650.00 | Backflow Prevention Workshop - Registration |
| 27278 | 2/25/2020 | Modesto Bee | \$1,200.00 | DSO Recruitment Ad |
| 27279 | 2/25/2020 | Modesto Irrigation District | \$123.77 | Electricity - January |
| 27280 | 2/25/2020 | Neopost USA Inc. | \$274.64 | Postage Meter Rental 3/8/20-6/7/20 |
| 27281 | 2/25/2020 | NorCal Kenworth | \$1,027.84 | Filters, Elements |
| 27282 | 2/25/2020 | Northern Steel, Inc. | \$40,500.00 | WR #041, WR #044, WR #051, WR #053 |
| 27283 | 2/25/2020 | Nunez, Robert | \$38.88 | Steel-Toe Boots Reimbursement |
| 27284 | 2/25/2020 | Oakdale Lions Club - S.O.S Run | \$250.00 | S.O.S Run |

Accounts Payable
Check Register - March 3, 2020



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

| Check No | Check Date | Vendor Name | Amount | Description |
|----------|------------|--|-----------------------|---|
| 27285 | 2/25/2020 | Oakdale Auto Parts | \$79.59 | Door Handle, Rubbing Compound |
| 27286 | 2/25/2020 | Oakdale Chamber of Commerce | \$400.00 | 2020 Chamber Ag Luncheon |
| 27287 | 2/25/2020 | Oakdale Leader | \$2,128.08 | DSO Recruitment Ad, Community Awareness - January |
| 27288 | 2/25/2020 | Oak Valley Hospital | \$75.00 | Medical Card |
| 27289 | 2/25/2020 | Office Depot | \$658.65 | Office Supplies |
| 27290 | 2/25/2020 | OID Improvement Districts | \$36,592.13 | January 2020 Collections Reimbursement |
| 27291 | 2/25/2020 | O'Laughlin & Paris LLP | \$1,125.00 | Attorney Fees - January |
| 27292 | 2/25/2020 | Old Republic Title Company | \$24.50 | Refund - APN: 064-072-016 |
| 27293 | 2/25/2020 | Operating Engineers Union Local No. 3 | \$3,120.00 | Union Dues - PPE: 02/15/20 |
| 27294 | 2/25/2020 | P G & E | \$11,061.70 | Electricity - January |
| 27295 | 2/25/2020 | Pakmail | \$27.64 | Shipping |
| 27296 | 2/25/2020 | P & L Concrete Products, Inc. | \$449.42 | Concrete |
| 27297 | 2/25/2020 | Principal Financial Group | \$946.80 | Life Insurance - March |
| 27298 | 2/25/2020 | Rinker Materials | \$172,144.64 | 72" Pipe |
| 27299 | 2/25/2020 | Rubicon, Inc. | \$2,374.81 | Loom Termination Board Rev 8, Moscad-M FSK |
| 27300 | 2/25/2020 | Safety-Kleen | \$389.94 | Used Oil Recycling |
| 27301 | 2/25/2020 | Safe-T-Lite of Modesto, Inc. | \$472.43 | Lathe Bundles |
| 27302 | 2/25/2020 | Samba Holdings, Inc. | \$338.00 | Fleet Watch - December & January |
| 27303 | 2/25/2020 | San Joaquin County Mosquito & Vector Control Dist. | \$27.87 | Mosquito Abatement |
| 27304 | 2/25/2020 | Scully, Lee | \$75.00 | Steel-Toe Boots Reimbursement |
| 27305 | 2/25/2020 | South San Joaquin Irrigation District | \$2,450.00 | Attorney Fees - Tri-Dam December |
| 27306 | 2/25/2020 | Spray & Son Janitorial, Inc. | \$2,450.00 | Monthly Janitorial Service - January |
| 27307 | 2/25/2020 | Stanislaus County Fair | \$2,500.00 | Show Ring Sponsorship |
| 27308 | 2/25/2020 | Steves Chevrolet - Buick | \$187.17 | Handles, Switch |
| 27309 | 2/25/2020 | Stewart & Jasper Orchards | \$83.58 | Ag Luncheon - Speaker Gift Basket |
| 27310 | 2/25/2020 | Sutter Health Plus | \$44,536.61 | Health Insurance - March |
| 27311 | 2/25/2020 | Target Specialty Products | \$11,336.25 | Bullseye Blue Dye, Milestone, Round Up |
| 27312 | 2/25/2020 | Tri-West Tractor Incorporated | \$83,522.60 | Loader & Excavator Rentals - December & January |
| 27313 | 2/25/2020 | W. H. Breshears, Inc. | \$9,413.72 | Fuel |
| 27314 | 2/25/2020 | Wienhoff Drug Testing, Inc. | \$170.00 | Random Selection Drug Testing - January |
| | | | <u>\$1,904,272.64</u> | |

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
March 3, 2020

Void Check No. 27143, 27174, 27186

THE FOREGOING CLAIMS, NUMBERED 27163 THROUGH 27314, 130201, 204201 THROUGH 204202, 205201 THROUGH 205203, 207201 THROUGH 207205, 221201 THROUGH 221205, INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 4
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

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

BACKGROUND AND DISCUSSION:

Check number 0118 for the reimbursement of Improvement District's December 2019 O & M expenses in the amount of \$74,293.77 is being submitted for Board approval.

FISCAL IMPACT: \$74,293.77

ATTACHMENTS:

- Statement of Obligations

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

0118

| DATE: 3-Mar-20 | | TO: Oakdale Irrigation District | | | |
|--------------------------|---------------------------|---------------------------------|---------------------------|-----------|--|
| MAINTENANCE PAYABLE | | | | | |
| I.D. # | December O & M Expense | I.D. # | December O & M Expense | | |
| 1 | | 31 | | | Note: Included Misc. Recon. Items |
| 2 | | 36 | | | |
| 8 | | 38 | | | |
| 13 | | 41 | 1,140.11 | | |
| 19 | 19.08 | 45 | 1,047.97 | | I.D. # Construction In Progress |
| 20 | | 46 | 12,609.01 | | |
| 21 | | 48 | | | |
| 22 | 835.62 | 51 | 7,455.75 | | |
| 26 | | 52 | 51,167.15 | | |
| 29 | 19.08 | | | | |
| SUB-TOTAL | \$873.78 | SUB-TOTAL | \$73,419.99 | SUB-TOTAL | \$0.00 |
| VOUCHER CHARGES | | | | | |
| Maintenance & Operations | | | | | \$74,293.77 |
| Capital Projects | | | | | \$0.00 |
| TOTAL AMOUNT | | | | | \$74,293.77 |

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2020 - MARCH 3, 2020**

| CHECK NO. | PAYABLE TO: | AMOUNT | DATE |
|--------------|-----------------------------|-------------|------------|
| 0117 | OAKDALE IRRIGATION DISTRICT | \$63,769.84 | 02/04/2020 |
| 0118 | OAKDALE IRRIGATION DISTRICT | 74,293.77 | 03/03/2020 |

THE FOREGOING CLAIM NUMBERED 0118 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 5
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AND DRAFT FINANCIAL STATEMENTS FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2019

RECOMMENDED ACTION: Approve the Treasurer's Reports and Draft Financial Statements for the Twelve Months Ending December 31, 2019

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of December 31, 2019. The fiscal year ended with \$53.7 million in designated reserves, \$1.6 million in restricted cash and \$10.1 million in operating cash.

The Financial Statements demonstrate the income and expenditures for the District for the twelve months ending December 31, 2019.

As of the financial statement date, the District realized 81.2% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 84.3% of the budgeted expenditures. Additional information is provided within the attached reports. Staff does not anticipate that the final revenues and expenditures will present a dramatic difference than those presented.

Please note that these statements are draft financial statements for the year ending December 31, 2019, and do not include all final entries for the year.

FISCAL IMPACT: None

ATTACHMENTS:

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

Board Motion:

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

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT

FOR THE PERIOD ENDING

DECEMBER 31, 2019

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING DECEMBER 31, 2019

| PERIOD ENDING | 12/31/2019 | RATE | 11/30/2019 | NET CHANGE |
|---|-------------------------------|--------|-------------------------------|------------------------------|
| <u>OAKDALE IRRIGATION DISTRICT FUNDS</u> | | | | |
| LAIF | \$168,955.08 | 2.043% | \$168,656.51 | \$298.57 |
| OAK VALLEY COMMUNITY BANK CHECKING | 889,701.00 | | 755,008.65 | 134,692.35 |
| OVCB BUSINESS PLUS SAVINGS | 2,220,524.15 | 0.500% | 2,817,043.01 | (596,518.86) |
| UNION BANK OF CALIFORNIA | 62,150,563.49 | 1.870% | 61,934,395.50 | 216,167.99 |
| <i>TOTAL TREASURY FUNDS</i> | 65,429,743.72 | | 65,675,103.67 | (245,359.95) |
| <u>IMPROVEMENT DISTRICT FUNDS</u> | | | | |
| IMPROVEMENT DISTRICT'S FUNDS | 1,619,736.99 | | 1,563,446.12 | 56,290.87 |
| <i>TOTAL IMPROVEMENT DISTRICT FUNDS</i> | 1,619,736.99 | | 1,563,446.12 | 56,290.87 |
| <u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u> | <u>\$67,049,480.71</u> | | <u>\$67,238,549.79</u> | <u>(\$189,069.08)</u> |

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2019

| DISTRICT CASH AND CASH EQUIVALENTS | | 12/31/2019 | 12/31/2018 | NET CHANGE |
|---|-------------------|------------------------|------------------------|-------------------------|
| Beginning Balance: 12/1/2019 | | \$65,675,103.67 | | |
| Receipts / Earnings / Transfers | | 1,664,548.14 | | |
| Expenditures / Transfers | | (1,909,908.09) | | |
| TOTAL DISTRICT TREASURY FUNDS ON HAND: | 12/31/2019 | \$65,429,743.72 | \$66,743,374.85 | (\$1,313,631.13) |
| <u>GENERAL FUND</u> | | | | |
| Beginning Balance: 12/1/2019 | | \$10,365,655.96 | | |
| <u>RECEIPTS / EARNINGS</u> | | | | |
| Net Investment Income | 221,304.07 | | | |
| Collection Receipts | 1,443,244.07 | | | |
| Total Receipts: | | 1,664,548.14 | | |
| <u>EXPENDITURES</u> | | | | |
| Accounts Payable | 1,308,887.22 | | | |
| Payroll | 601,020.87 | | | |
| Total Expenditures: | | (1,909,908.09) | | |
| BALANCE ON HAND: | 12/31/2019 | \$10,120,296.01 | \$19,518,390.91 | (\$9,398,094.90) |
| <u>CAPITAL REPLACEMENT / IMPROVEMENT RESERVE</u> | | | | |
| Beginning Balance: 12/1/2019 | | \$18,000,000.00 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 12/31/2019 | \$18,000,000.00 | \$18,000,000.00 | \$0.00 |
| <u>RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE</u> | | | | |
| Beginning Balance: 12/1/2019 | | \$8,238,000.00 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer to General Fund | | 0.00 | | |
| BALANCE ON HAND: | | \$8,238,000.00 | \$8,126,000.00 | \$112,000.00 |
| <u>VEHICLE AND EQUIPMENT REPLACEMENT RESERVE</u> | | | | |
| Beginning Balance: 12/1/2019 | | \$1,220,296.71 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer Funds to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 12/31/2019 | \$1,220,296.71 | \$504,296.71 | \$716,000.00 |
| <u>MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE</u> | | | | |
| Beginning Balance: 12/1/2019 | | \$2,279,231.06 | | |
| Transfer from General Fund | | 0.00 | | |
| Transfer Funds to General Fund | | 0.00 | | |
| BALANCE ON HAND: | 12/31/2019 | \$2,279,231.06 | \$5,515,767.29 | (\$3,236,536.23) |

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2019

DISTRICT TREASURY FUNDS - *continued*

12/31/2019 12/31/2018 NET CHANGE

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

| | | | |
|---|-----------------------|-----------------------|---------------|
| Beginning Balance: 12/1/2019 | \$3,075,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 12/31/2019 | \$3,075,000.00 | \$3,075,000.00 | \$0.00 |

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

| | | | |
|---|---------------------|---------------------|--------------------|
| Beginning Balance: 12/1/2019 | \$906,835.94 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 12/31/2019 | \$906,835.94 | \$824,835.94 | \$82,000.00 |

EMPLOYEE COMPENSATION ABSENCES RESERVE

| | | | |
|---|---------------------|---------------------|---------------------|
| Beginning Balance: 12/1/2019 | \$990,084.00 | | |
| Transfer from General Fund | 0.00 | | |
| Transfer to General Fund | 0.00 | | |
| BALANCE ON HAND: 12/31/2019 | \$990,084.00 | \$179,084.00 | \$811,000.00 |

JOINT CANYON TUNNEL PROJECT RESERVE

| | | | |
|------------------------------|---------------------|-------------|---------------------|
| Beginning Balance: 12/1/2019 | 3,500,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | 3,500,000.00 | 0.00 | 3,500,000.00 |

MUNICIPAL CONSERVATIONPROJECT RESERVE

| | | | |
|------------------------------|-------------------|-------------|-------------------|
| Beginning Balance: 12/1/2019 | 100,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | 100,000.00 | 0.00 | 100,000.00 |

OPERATING FACILITY PROJECT RESERVE

| | | | |
|------------------------------|---------------------|-------------|---------------------|
| Beginning Balance: 12/1/2019 | 3,500,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | 3,500,000.00 | 0.00 | 3,500,000.00 |

DEBT SERVICE RESERVE - maximum \$21,145,000

| | | | |
|------------------------------|----------------------|----------------------|---------------------|
| Beginning Balance: 12/1/2019 | 13,500,000.00 | | |
| Transfer from General Fund | 0.00 | | |
| Expenditures | 0.00 | | |
| BALANCE ON HAND: | 13,500,000.00 | 11,000,000.00 | 2,500,000.00 |

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING DECEMBER 31, 2019

| RESTRICTED FUNDS | | 12/31/2019 | 12/31/2018 | NET CHANGE |
|--|------------|----------------|----------------|-------------|
| <i><u>IMPROVEMENT DISTRICT'S FUNDS</u></i> | | | | |
| Beginning Balance: 12/1/2019 | | \$1,563,446.12 | | |
| Receipts | | 69,729.03 | | |
| Expenditures | | (13,438.16) | | |
| BALANCE ON HAND: | 12/31/2019 | \$1,619,736.99 | \$1,540,347.60 | \$79,389.39 |

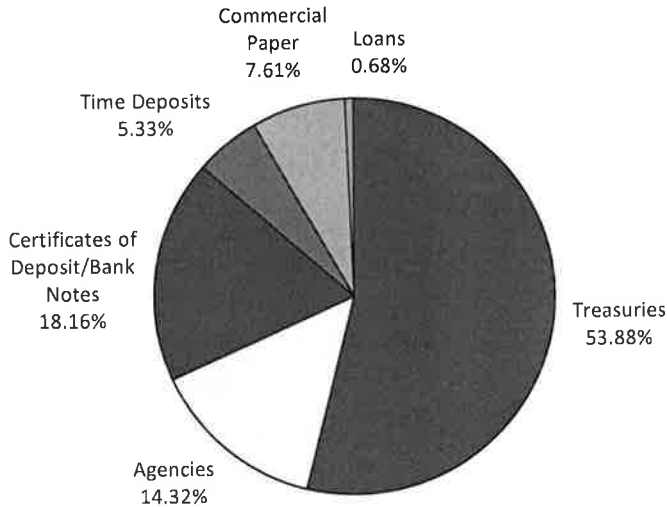
FILED: February 13, 2020 STATE OF CALIFORNIA / COUNTY OF STANISLAUS



PMIA/LAIF Performance Report as of 01/15/2020



Pooled Money Investment Account Portfolio Composition ⁽¹⁾ 12/31/19 \$88.9 billion



Percentages may not total 100% due to rounding

PMIA Average Monthly Effective Yields ⁽¹⁾

| | |
|----------|-------|
| Dec 2019 | 2.043 |
| Nov 2019 | 2.103 |
| Oct 2019 | 2.190 |

LAIF Quarterly Performance Quarter Ended 12/31/19

| | |
|-----------------------------------|--------------------|
| Apportionment Rate ⁽²⁾ | 2.29 |
| Earnings Ratio ⁽²⁾ | 0.0000625008577897 |
| Fair Value Factor ⁽¹⁾ | 1.001770298 |
| Daily ⁽¹⁾ | 2.02% |
| Quarter to Date ⁽¹⁾ | 2.11% |
| Average Life ⁽¹⁾ | 226 |

PMIA Daily Rates ⁽¹⁾

| Date | Daily Yield* | Quarter to Date Yield | Average Maturity (in days) |
|----------|--------------|-----------------------|----------------------------|
| 12/16/19 | 2.04 | 2.13 | 226 |
| 12/17/19 | 2.04 | 2.13 | 226 |
| 12/18/19 | 2.04 | 2.13 | 227 |
| 12/19/19 | 2.04 | 2.13 | 226 |
| 12/20/19 | 2.03 | 2.12 | 224 |
| 12/21/19 | 2.03 | 2.12 | 224 |
| 12/22/19 | 2.03 | 2.12 | 224 |
| 12/23/19 | 2.03 | 2.12 | 222 |
| 12/24/19 | 2.03 | 2.12 | 225 |
| 12/25/19 | 2.03 | 2.12 | 225 |
| 12/26/19 | 2.03 | 2.12 | 224 |
| 12/27/19 | 2.03 | 2.12 | 227 |
| 12/28/19 | 2.03 | 2.12 | 227 |
| 12/29/19 | 2.03 | 2.12 | 227 |
| 12/30/19 | 2.03 | 2.11 | 224 |
| 12/31/19 | 2.02 | 2.11 | 226 |
| 01/01/20 | 2.03 | 2.03 | 224 |
| 01/02/20 | 2.00 | 2.02 | 231 |
| 01/03/20 | 2.00 | 2.01 | 229 |
| 01/04/20 | 2.00 | 2.01 | 229 |
| 01/05/20 | 2.00 | 2.01 | 229 |
| 01/06/20 | 2.00 | 2.00 | 226 |
| 01/07/20 | 1.99 | 2.00 | 224 |
| 01/08/20 | 1.99 | 2.00 | 224 |
| 01/09/20 | 1.99 | 2.00 | 224 |
| 01/10/20 | 1.98 | 2.00 | 223 |
| 01/11/20 | 1.98 | 2.00 | 223 |
| 01/12/20 | 1.98 | 2.00 | 223 |
| 01/13/20 | 1.98 | 1.99 | 220 |
| 01/14/20 | 1.97 | 1.99 | 221 |
| 01/15/20 | 1.96 | 1.99 | 228 |

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

(1) State of California, Office of the Treasurer

(2) State of California, Office of the Controller

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

January 02, 2020

[LAIF Home](#)
[PMIA Average](#)
[Monthly Yields](#)

OAKDALE IRRIGATION DISTRICT

TREASURER
1205 EAST "F" STREET
OAKDALE, CA 95361

[Tran Type](#)
[Definitions](#)

Account Number:

December 2019 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 168,656.51 |
| Total Withdrawal: | 0.00 | Ending Balance: | 168,656.51 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

January 02, 2020

[LAIF Home](#)
[PMIA Average](#)
[Monthly Yields](#)

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #51
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

[Tran Type](#)
[Definitions](#)

Account Number:

December 2019 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 370,455.55 |
| Total Withdrawal: | 0.00 | Ending Balance: | 370,455.55 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

January 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #46
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

December 2019 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 340,695.97 |
| Total Withdrawal: | 0.00 | Ending Balance: | 340,695.97 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

January 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #45
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

December 2019 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 230,893.35 |
| Total Withdrawal: | 0.00 | Ending Balance: | 230,893.35 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

January 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #41
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

December 2019 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|------------|
| Total Deposit: | 0.00 | Beginning Balance: | 177,531.34 |
| Total Withdrawal: | 0.00 | Ending Balance: | 177,531.34 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

January 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #22
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

December 2019 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|-----------|
| Total Deposit: | 0.00 | Beginning Balance: | 41,047.71 |
| Total Withdrawal: | 0.00 | Ending Balance: | 41,047.71 |

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

January 02, 2020

LAIF Home
PMIA Average
Monthly Yields

OAKDALE IRRIGATION DISTRICT IMPROVEMENT
DISTRICT #52
CHIEF FINANCIAL OFFICER
1205 EAST F STREET
OAKDALE, CA 95361

Tran Type
Definitions

Account Number:

December 2019 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|-----------|
| Total Deposit: | 0.00 | Beginning Balance: | 56,440.60 |
| Total Withdrawal: | 0.00 | Ending Balance: | 56,440.60 |



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

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

OAKDALE IRRIGATION DISTRICT

1205 EAST 'F' STREET
OAKDALE, CA 95361



6 / 1

Account Statement

Statement Period

December 1, 2019 through December 31, 2019

Account Number

Account Name

OAKDALE IRRIGATION DISTRICT

Relationship Manager

Investment Manager

Online Access

unionbank.com/trustandcustody

Contents

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

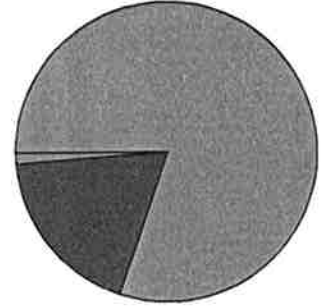
Overview of Total Account Value

| | |
|------------------------------|--------------------|
| Closing Value on 12/31/2018 | \$62,603,187.52 |
| Opening Value on 12/01/2019 | \$62,058,147.89 |
| Closing Value on 12/31/2019 | \$62,150,563.49 |
| Net Change For Period | \$82,415.60 |

Overview of Account by Investment Category

Your Current Portfolio Mix

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





Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2019 through December 31, 2019

Principal Portfolio Summary

| Description | Market Value | Percentage of Portfolio | Current Yield |
|----------------------------------|------------------------|-------------------------|---------------|
| Cash & Cash Equivalents | 49,875,580.49 | 80.25% | 1.63% |
| Corporate Obligations | 11,513,133.00 | 18.52% | 2.80% |
| Non-US Securities | 761,850.00 | 1.23% | 3.08% |
| Total Principal Portfolio | \$62,150,563.49 | 100.00% | 1.87% |

Unrealized Gain/Loss Summary

| Description | Cost Basis | Market Value | Gain/Loss |
|-------------------------|------------------------|------------------------|---------------------|
| Cash & Cash Equivalents | 49,835,972.44 | 49,875,580.49 | 39,608.05 |
| Corporate Obligations | 11,439,896.10 | 11,513,133.00 | 73,236.90 |
| Non-US Securities | 762,922.50 | 761,850.00 | (1,072.50) |
| Total Gain/Loss | \$62,038,791.04 | \$62,150,563.49 | \$111,772.45 |

Cash Transactions Summary

| | Principal Cash |
|-------------------------------|--------------------------|
| Receipts | |
| Dividend | 36,160.31 |
| Interest | 71,230.02 |
| Sales | 6,804,819.41 |
| Maturities/Redemptions | 6,042,432.48 |
| Total Receipts | \$12,954,642.22 |
| Disbursements | |
| Accrued Interest Paid | (2,994.79) |
| Purchases | (12,951,647.43) |
| Total Disbursements | (\$12,954,642.22) |
| Total Net Transactions | \$0.00 |



Account Name

Statement Period

December 1, 2019 through December 31, 2019

Cash & Cash Equivalents



Account Number

Account Statement

Account Name

OAKDALE IRRIGATION DIST

Statement Period

December 1, 2019 through December 31, 2019

Asset Detail - Principal Portfolio (continued)

Cash & Cash Equivalents

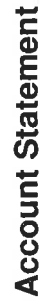
| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|---|------------------|-----------------------|----------------|----------------|-----------------------|----------------------------|------------------|----------------------------|
| Disc Comm'l Paper/Banker Acpt | | | | | | | | |
| NATIONAL SECS CLEARING DISC COML PAPER DTD 10/15/19 3/20/20 | 63763PCW7 | 570,000.0000 ✓ | 566,825.73 ✓ | 567,406.50 ✓ | 99.5450 12/31/2019 | 0.91% | 1.82% ✓ | 10,344.72 ✓ |
| TOYOTA MOTOR CREDIT CO DISC COML PAPER DTD 8/8/19 5/4/20 | 89233GE44 | 1,800,000.0000 ✓ | 1,782,990.00 ✓ | 1,788,498.00 ✓ | 99.3610 12/31/2019 | 2.88% | 1.92% ✓ | 34,301.93 ✓ |

Total Cash & Cash Equivalents

\$49,835,972.44 ✓ \$49,875,580.49 ✓ 80.25% 1.63% \$814,352.17

Corporate Obligations

| Asset Name | Asset Identifier | Shares/ Units Held | Cost Basis | Market Value | Price/ Date Priced | Percentage of Portfolio | Current Yield | Estimated Annual Income |
|---|------------------|-----------------------|----------------|----------------|------------------------|----------------------------|------------------|----------------------------|
| Corporate Bonds | | | | | | | | |
| WELLS FARGO BANK NT 2.400% 01/15/2020 | 94988J5L7 | 2,500,000.0000 ✓ | 2,478,475.00 ✓ | 2,500,375.00 ✓ | 100.0150 12/31/2019 | 4.02% | 2.40% ✓ | 60,000.00 ✓ |
| CITIBANK NA 2.100% 06/12/2020 | 17325FAE8 | 2,000,000.0000 ✓ | 1,963,640.00 ✓ | 2,000,980.00 ✓ | 100.0490 12/31/2019 | 3.22% | 2.10% ✓ | 42,000.00 ✓ |
| CISCO SYS INC SR NOTES DTD 06/17/2015 2.45% 06/15/2020 | 17275RAX0 | 1,850,000.0000 ✓ | 1,847,532.10 ✓ | 1,855,476.00 ✓ | 100.2960 12/31/2019 | 2.99% | 2.44% ✓ | 45,325.00 ✓ |
| BANK NEW YORK MTN BK ENT 2.6000% 8/17/2020 | 06406HDD8 | 2,500,000.0000 ✓ | 2,498,925.00 ✓ | 2,510,100.00 ✓ | 100.4040 12/31/2019 | 4.04% | 2.59% ✓ | 65,000.00 ✓ |



Statement Period
December 1, 2019 through December 31, 2019

Corporate Obligations

Non-US Securities

Page 5 of 9



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2019 through December 31, 2019

Bond Maturity Summary

| | Face Value | Par Value | Cost Basis | Market Value | Percentage of Bond Market Value |
|---------------------------|------------|----------------|-----------------|-----------------|---------------------------------|
| 2019 | | | | | |
| 2020 | | 26,920,000.000 | 26,820,464.55 | 26,933,309.50 | 97.25% |
| 2021 | | 750,000.000 | 762,922.50 | 761,850.00 | 2.75% |
| 2022 | | | | | |
| 2023 | | | | | |
| 2024 | | | | | |
| 2025 | | | | | |
| 2026 | | | | | |
| 2027 | | | | | |
| 2028 | | | | | |
| Ten-to-Fourteen Years | | | | | |
| Fifteen-to-Nineteen Years | | | | | |
| Twenty Years and Over | | | | | |
| Total | \$0.00 | 27,670,000.000 | \$27,583,387.05 | \$27,695,159.50 | 100.00% |

Transaction Detail

| Date | Activity | Description | Asset Identifier | Principal Cash | Cost Basis |
|-------------------|-----------|---|------------------|----------------|-----------------|
| Beginning Balance | | | | \$0.00 | \$61,934,395.50 |
| 12/02/19 | Dividend | CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 11/1/19 TO 11/30/19 | 31617510S | 36,160.31 | |
| 12/02/19 | Purchases | PURCHASED 36,160.31 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/02/19 | 31617510S | (36,160.31) | 36,160.31 |
| 12/06/19 | Purchases | PURCHASED 750,000 PAR VALUE OF BANK OF NOVA SCOTIA 3.125% 4/20/21 TRADE DATE 12/05/19 PURCHASED THROUGH TORONTO DOMINION SECURITIES (U 750,000 PAR VALUE AT 101.723 % | 064159L69 | (762,922.50) | 762,922.50 |



Account Statement

Account Name
OAKDALE IRRIGATION DIST

Statement Period
December 1, 2019 through December 31, 2019

Transaction Detail (continued)

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|----------|---|------------------|----------------|--------------|
| 12/06/19 | Accrued Interest Paid PAID ACCRUED INTEREST ON PURCHASE OF BANK OF NOVA SCOTIA 3.125% 4/20/21 | 064159LG9 | (2,994.79) | |
| 12/06/19 | Sales SOLD 765,917.29 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/06/19 | 31617510S | 765,917.29 | (765,917.29) |
| 12/09/19 | Sales SOLD 566,825.73 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/09/19 | 31617510S | 566,825.73 | (566,825.73) |
| 12/09/19 | Maturities/Redemptions MATURED 570,000 PAR VALUE OF CANADIAN NATL RAIL DC/P 12/09/19 TRADE DATE 12/09/19 570,000 PAR VALUE AT 100 % | 13639DZ97 | 568,197.06 | (568,197.06) |
| 12/09/19 | Interest CASH RECEIPT OF INTEREST EARNED ON CANADIAN NATL RAIL DC/P 12/09/19 0/\$1 PV ON 570,000 PAR VALUE DUE 12/9/2019 570,000 PAR VALUE AT 100 % | 13639DZ97 | 1,802.94 | |
| 12/09/19 | Purchases PURCHASED 570,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/09/19 | 31617510S | (570,000.00) | 570,000.00 |
| 12/09/19 | Purchases PURCHASED 570,000 PAR VALUE OF NATIONAL SECS CLEARING DC/P 3/30/20 TRADE DATE 12/09/19 PURCHASED THROUGH BARCLAYS CAPITAL INC. FIXED IN 570,000 PAR VALUE AT 99.44311053 % | 63763PCW7 | (566,825.73) | 566,825.73 |
| 12/12/19 | Interest CASH RECEIPT OF INTEREST EARNED ON CITIBANK NA 2.100% 6/12/20 0.0105/\$1 PV ON 2,000,000 PAR VALUE DUE 12/12/2019 | 17325FAE8 | 21,000.00 | |
| 12/12/19 | Purchases PURCHASED 21,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/12/19 | 31617510S | (21,000.00) | 21,000.00 |



Account Number

Account Statement

Account Name

OAKDALE IRRIGATION DIST

Statement Period

December 1, 2019 through December 31, 2019

Transaction Detail (continued)

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|----------|---|------------------|----------------|----------------|
| 12/16/19 | Sales SOLD 5,472,076.39 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/16/19 | 31617510S | 5,472,076.39 | (5,472,076.39) |
| 12/16/19 | Maturities/Redemptions MATURED 3,000,000 PAR VALUE OF ALIANZ FIN CORP DC/P 12/16/19 TRADE DATE 12/16/19 3,000,000 PAR VALUE AT 100 % | 0188E3ZG9 | 2,986,166.67 | (2,986,166.67) |
| 12/16/19 | Interest CASH RECEIPT OF INTEREST EARNED ON ALIANZ FIN CORP DC/P 12/16/19 0/\$1 PV ON 3,000,000 PAR VALUE DUE 12/16/2019 3,000,000 PAR VALUE AT 100 % | 0188E3ZG9 | 13,833.33 | |
| 12/16/19 | Maturities/Redemptions MATURED 2,500,000 PAR VALUE OF SCHLUMBERGER INVMT DC/P 12/16/19 TRADE DATE 12/16/19 2,500,000 PAR VALUE AT 100 % | 80686CZG4 | 2,488,068.75 | (2,488,068.75) |
| 12/16/19 | Interest CASH RECEIPT OF INTEREST EARNED ON SCHLUMBERGER INVMT DC/P 12/16/19 0/\$1 PV ON 2,500,000 PAR VALUE DUE 12/16/2019 2,500,000 PAR VALUE AT 100 % | 80686CZG4 | 11,931.25 | |
| 12/16/19 | Interest CASH RECEIPT OF INTEREST EARNED ON CISCO SYS NTS 2.450% 6/15/20 0.01225/\$1 PV ON 1,850,000 PAR VALUE DUE 12/15/201 | 17275RAXO | 22,662.50 | |
| 12/16/19 | Purchases PURCHASED 5,522,662.5 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 12/16/19 | 31617510S | (5,522,662.50) | 5,522,662.50 |
| 12/16/19 | Purchases PURCHASED 3,000,000 PAR VALUE OF MACQUARIE BK LTD DC/P 3/25/20 TRADE DATE 12/16/19 PURCHASED THROUGH MERRILL LYNCH FIXED INCOME 3,000,000 PAR VALUE AT 99.46944433 % | 55607KCR5 | (2,984,083.33) | 2,984,083.33 |

**Account Number**

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

December 1, 2019 through December 31, 2019

Transaction Detail (continued)

| Date | Activity Description | Asset Identifier | Principal Cash | Cost Basis |
|----------|--------------------------------------|------------------|----------------|------------------------|
| 12/16/19 | Purchases | 0188E2CG6 | (2,487,993.06) | 2,487,993.06 |
| | ALIANTZ FIN CORP DC/P 3/16/20 | | | |
| | TRADE DATE 12/16/19 | | | |
| | PURCHASED THROUGH GOLDMAN SACHS (NY) | | | |
| | 2,500,000 PAR VALUE AT 99.5197224 % | | | |
| | Net Activity | | \$0.00 | \$104,395.54 |
| | Ending Balance | | \$0.00 | \$62,038,791.04 |

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

December 31, 2019

DRAFT

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT
December 31, 2019



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| REVENUE DETAIL | 3 |
| OPERATING EXPENSES SUMMARY | 4 |
| CAPITAL AND DEBT EXPENDITURES | 5 |

OAKDALE IRRIGATION DISTRICT

STATEMENT OF NET POSITION



DRAFT

ASSETS

Current assets:

| | 2019 | 2018 | Change |
|--------------------------------------|-------------------|-------------------|--------------------|
| Cash and cash equivalents | \$ 3,279,911 | \$ 4,140,607 | \$ (860,697) |
| Restricted Cash and cash equivalents | 1,619,737 | 1,540,348 | 79,389 |
| Investments | 62,150,563 | 62,603,188 | (452,624) |
| Receivables | | | |
| Accrued Interest | 161,498 | 452,216 | (290,717) |
| Annexation fees | - | 859,906 | (859,906) |
| Agricultural water fees | 1,126,744 | 212,537 | 914,208 |
| Property Taxes Receivable | - | 22,678 | (22,678) |
| Due from other governmental agencies | 568,935 | 1,176,029 | (607,095) |
| Miscellaneous | 2,260 | 2,412 | (152) |
| Domestic water fees | 3,272 | 2,672 | 599 |
| Inventory of materials and supplies | 678,141 | 865,429 | (187,288) |
| Prepaid expenses | 639,776 | 574,742 | 65,033 |
| Due from Improvement Districts | 137,758 | 138,385 | (628) |
| Total current assets | 70,368,594 | 72,591,151 | (2,222,556) |

Noncurrent assets:

| | | | |
|--------------------------------------|--------------------|--------------------|------------------|
| Accounts receivable - delinquencies | 18,816 | 4,325 | 14,490 |
| Due from other governmental agencies | - | 101,475 | (101,475) |
| Annexation fees receivable | 14,107,249 | 14,107,249 | - |
| Investments in Tri-Dam Project | 40,167,235 | 40,167,235 | - |
| Capital assets: | | | |
| Not being depreciated | 30,649,208 | 25,523,616 | 5,125,591 |
| Being depreciated, net | 78,718,085 | 77,048,270 | 1,669,815 |
| Total noncurrent assets | 163,660,593 | 156,952,172 | 6,708,421 |
| Total assets | 234,029,187 | 229,543,322 | 4,485,866 |

Deferred outflows of resources

| | | | |
|---|------------------|------------------|----------|
| Pensions | 667,856 | 667,856 | - |
| Bonds | 3,275,706 | 3,275,706 | - |
| Total deferred outflows of resources | 3,943,562 | 3,943,562 | - |

TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

| | | | |
|--|--------------------|--------------------|------------------|
| | 237,972,749 | 233,486,884 | 4,485,866 |
|--|--------------------|--------------------|------------------|

LIABILITIES

Current liabilities:

| | | | |
|--|------------------|------------------|--------------------|
| Payable from nonrestricted assets | | | |
| Accounts payable | 2,144,286 | 4,003,965 | (1,859,680) |
| Due to other governmental agencies | 2,314 | 1,428 | 886 |
| Accrued salaries, wages and related benefits | 1,149,250 | 1,194,896 | (45,646) |
| Unearned revenue | 2,153,969 | 1,876,856 | 277,113 |
| Deposits payable | 200,356 | 171,924 | 28,432 |
| Due to Improvement Districts | 79,389 | 114,777 | (35,388) |
| Claims payable | 1 | 4,800 | (4,799) |
| Interest expense payable | 423,847 | 437,069 | (13,221) |
| Long-term liabilities, due within one-year | 830,000 | 795,000 | 35,000 |
| Total current liabilities | 6,983,412 | 8,600,714 | (1,617,302) |

Noncurrent liabilities:

| | | | |
|---|-------------------|-------------------|------------------|
| Long-term liabilities, due in more than one-year, net | 26,157,444 | 26,987,444 | (830,000) |
| Pensions | 3,986,214 | 3,986,214 | - |
| Total noncurrent liabilities | 30,143,658 | 30,973,658 | (830,000) |

TOTAL LIABILITIES

| | | | |
|--|-------------------|-------------------|--------------------|
| | 37,127,070 | 39,574,373 | (2,447,302) |
|--|-------------------|-------------------|--------------------|

DEFERRED INFLOWS OF RESOURCES

| | | | |
|--|---------------|---------------|----------|
| Pensions | 33,849 | 33,849 | - |
| Total deferred inflows of resources | 33,849 | 33,849 | - |

Net Position

| | | | |
|----------------------------------|-----------------------|-----------------------|---------------------|
| Net investment in capital assets | 78,056,889 | 61,665,511 | 16,391,378 |
| Restricted | 1,540,348 | 1,540,348 | - |
| Unrestricted | 121,214,594 | 130,672,803 | (9,458,209) |
| TOTAL NET POSITION | \$ 200,811,830 | \$ 193,878,662 | \$ 6,933,169 |

OAKDALE IRRIGATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
For the Month Ended December 31, 2019



DRAFT

| | Current Month | YTD Actual | 2019 Budget | Budget Remaining | % of 2019 Budget Remaining |
|--|---------------------|----------------------|----------------------|---------------------|----------------------------|
| Operating revenues: | | | | | |
| Agricultural water deliver charges (base rate) | \$ - | \$ 1,995,986 | \$ 1,992,000 | \$ (3,986) | 0% |
| Water sales | (2,281) | 1,892,622 | 6,726,400 | 4,833,778 | 72% |
| Domestic water delivery fee | 11,452 | 215,124 | 248,000 | 32,876 | 13% |
| Improvement District Fees | 2,740 | 73,563 | 60,500 | (13,063) | -22% |
| Other water related revenues | 55,264 | 161,830 | 43,300 | (118,530) | 0% |
| Total operating revenues | 67,176 | 4,339,126 | 9,070,200 | 4,731,075 | 52% |
| Operating expenses: | | | | | |
| Operation and maintenance | 217,669 | 4,508,457 | 8,630,400 | 4,121,943 | 48% |
| Water operations | 71,211 | 3,179,631 | 2,863,600 | (316,031) | -11% |
| General and administrative | 580,505 | 2,979,227 | 2,175,300 | (803,927) | -37% |
| Depreciation / amortization | 292,790 | 2,835,788 | 2,600,000 | (235,788) | -9% |
| Total operating expenses | 1,162,176 | 13,503,103 | 16,269,300 | 2,766,197 | 17% |
| Operating Income (loss) | (1,095,000) | (9,163,978) | (7,199,100) | 1,964,878 | -27% |
| Nonoperating revenues (expenses): | | | | | |
| County property tax appropriations | 97,175 | 2,043,225 | 2,550,000 | 506,775 | 20% |
| Net Investment income | 512,171 | 1,914,209 | 1,480,000 | (434,209) | -29% |
| Gain (loss) sale of assets | - | - | - | - | 0% |
| Debt service interest | (413) | (1,038,442) | (1,055,500) | (17,058) | 2% |
| Tri-Dam Project distributions | - | 9,126,000 | 11,500,000 | 2,374,000 | 21% |
| Tri-Dam Power Authority distributions | - | 2,434,000 | 2,000,000 | (434,000) | -22% |
| Other non-operating revenue | 500 | 6,000 | 15,600 | 9,600 | 62% |
| Total non-operating rev. (exp.) | 609,433 | 14,484,992 | 16,490,100 | 1,995,508 | 12% |
| | (485,567) | 5,321,014 | 9,291,000 | 3,960,386 | 43% |
| Capital contributions | 286,652 | 1,749,030 | 1,472,800 | (276,230) | 0% |
| Change in net position | \$ (198,915) | \$ 7,070,044 | \$ 10,763,800 | \$ 3,684,156 | 34% |
| Capital expenditures & debt obligations | \$ 2,129,902 | \$ 10,338,214 | \$ 12,189,700 | \$ 1,851,486 | 15% |

OAKDALE IRRIGATION DISTRICT
REVENUES - DETAIL
For the Month Ended December 31, 2019



DRAFT

| | Current Month | YTD Actual | 2019 Budget | Budget Remaining | % of 2019 Budget Remaining |
|---------------------------------------|-------------------|----------------------|----------------------|---------------------|----------------------------|
| OPERATING REVENUES | | | | | |
| Agricultural water service fees | | | | | |
| Tier 1 | \$ - | \$ 1,766,415 | \$ 1,760,000 | \$ (6,415) | 0% |
| Tier 2 | - | 229,571 | 232,000 | 2,429 | 1% |
| Water sales | | | | | |
| Tier 1 | (2,281) | 552,341 | 566,800 | 14,459 | 3% |
| Tier 2 | - | 650,255 | 759,600 | 109,345 | 14% |
| Local out-of-district | - | 627,526 | 400,000 | (227,526) | 0% |
| Out-of-district | - | 62,500 | 5,000,000 | 4,937,500 | 0% |
| Domestic water sales | 11,452 | 215,124 | 248,000 | 32,876 | 13% |
| Improvement District fees | 2,740 | 73,563 | 60,500 | (13,063) | -22% |
| Miscellaneous revenues | | | | | |
| Service Charges & Penalties | 55,264 | 161,830 | 43,300 | (118,530) | 0% |
| Total Operating Revenue | 67,175 | 4,339,125 | 9,070,200 | 4,731,075 | 52% |
| NONOPERATING REVENUES | | | | | |
| County property tax appropriations | 97,175 | 2,043,225 | 2,550,000 | 506,775 | 20% |
| Investment earnings | | | | | |
| Investment earnings | 382,802 | 1,524,263 | 1,095,000 | (429,263) | -39% |
| Other Interest income | 138,142 | 440,947 | 445,000 | 4,053 | 1% |
| Gain (loss) sale of assets | - | - | - | - | 0% |
| Tri-Dam Project distributions | - | 9,126,000 | 11,500,000 | 2,374,000 | 21% |
| Tri-Dam Power Authority distributions | - | 2,434,000 | 2,000,000 | (434,000) | -22% |
| District rental properties | 500 | 6,000 | 15,600 | 9,600 | 62% |
| Total Nonoperating Revenues | 618,620 | 15,574,434 | 17,605,600 | 2,031,166 | 12% |
| Capital Contributions | 286,652 | 1,749,030 | - | (1,749,030) | 0% |
| TOTAL REVENUES | \$ 972,447 | \$ 21,662,589 | \$ 26,675,800 | \$ 5,013,211 | 19% |

**OAKDALE IRRIGATION DISTRICT
OPERATING EXPENSES SUMMARY
For the Month Ended December 31, 2019**



DRAFT

| | Current Month | YTD Actual | 2019 Budget | Budget Remaining | % of 2019 Budget Remaining |
|--|---------------------|----------------------|----------------------|---------------------|----------------------------|
| OPERATING EXPENSES | | | | | |
| MAINTENANCE | | | | | |
| SSJID Main Supply Diversion Works | \$ 361 | \$ 44,144 | \$ 40,000 | \$ (4,144) | -10% |
| North Main Canal Maintenance | 8,213 | 138,194 | 489,700 | 351,506 | 72% |
| South Main Canal Maintenance | 7,721 | 144,217 | 389,400 | 245,183 | 63% |
| Irrigation Water Lateral Maint-North Side | 71,379 | 1,466,455 | 1,951,900 | 485,445 | 25% |
| Irrigation Water Lateral Maint - South Side | 50,259 | 1,249,212 | 1,580,800 | 331,588 | 21% |
| Pumping Plant Operations and Maintenance | 3,805 | 358,043 | 426,900 | 68,857 | 16% |
| Drainage System Maintenance | 3,170 | 205,148 | 317,900 | 112,752 | 35% |
| Building and Grounds Maintenance | 26,159 | 335,539 | 2,870,500 | 2,534,961 | 88% |
| Vehicle and Equipment Maintenance | 46,601 | 567,506 | 563,300 | (4,206) | -1% |
| TOTAL MAINTENANCE | 217,669 | 4,508,457 | 8,630,400 | 4,121,943 | 48% |
| WATER OPERATIONS | | | | | |
| Domestic Water System Maintenance | 22,768 | 272,038 | 290,900 | 18,862 | 6% |
| Irrigation Water Operations - North Division | 20,518 | 1,457,096 | 1,248,200 | (208,896) | -17% |
| Irrigation Water Operations - South Division | 19,460 | 1,386,995 | 1,248,100 | (138,895) | -11% |
| Drainage Water Operations | 7,754 | 24,048 | 18,600 | (5,448) | -29% |
| Water Measurement Management | 710 | 39,453 | 57,800 | 18,347 | 32% |
| TOTAL WATER OPERATIONS | 71,211 | 3,179,631 | 2,863,600 | (316,031) | -11% |
| GENERAL, ADMINISTRATION, AND DEPRECIATION | | | | | |
| General and Administration | 580,505 | 2,979,227 | 2,175,300 | (803,927) | -37% |
| Depreciation and Amortization | 292,790 | 2,835,788 | 2,600,000 | (235,788) | -9% |
| TOTAL GENERAL, ADMINISTRATION, AND DEPR. | 873,295 | 5,815,015 | 4,775,300 | (1,039,715) | -22% |
| TOTAL OPERATING EXPENSES | 1,162,175 | 13,503,103 | 16,269,300 | 2,766,197 | 17% |
| NONOPERATING EXPENSES | | | | | |
| Interest expense | 413 | 1,038,442 | 1,055,500 | 17,058 | 2% |
| Investment expenses | 8,774 | 51,000 | 60,000 | 9,000 | 15% |
| TOTAL NONOPERATING EXPENSES | 9,187 | 1,089,442 | 1,115,500 | 26,058 | 2% |
| TOTAL OPERATING AND NONOPERATING EXPENSES | \$ 1,171,361 | \$ 14,592,545 | \$ 17,384,800 | \$ 2,792,255 | 16% |

OAKDALE IRRIGATION DISTRICT
CAPITAL AND DEBT EXPENDITURES
For the Month Ended December 31, 2019

DRAFT



| GL ACCOUNT NO. | GL DESCRIPTION | PROJECT DESCRIPTION | 2019 YTD ACTUAL | 2019 BUDGET |
|---|----------------------------------|---|-----------------|---------------|
| 00-000-15200-00 | Capital Work | Capital construction projects as per WRP (baseline CIP) | 1,696,123 | \$ 2,100,000 |
| | | Capital construction projects as per WRP (modernization) | 3,757,815 | 3,000,000 |
| | | Two-Mile Bar Tunnel | 701,760 | 1,500,000 |
| | | South Main Canal - Segment Four | 1,776,261 | 3,000,000 |
| 00-000-15150-00 | Ag Pumping Plants | Major repairs | - | 50,000 |
| 00-000-15174-00 | Joint Main Canal | Stabilization project (OID 28%) | - | 168,000 |
| 00-000-15181-00 | Heavy Equipment. | Kobelco SK210 54" cleaning bucket | 6,764 | 5,500 |
| | | Demolition hammer excavator attachment | 11,817 | 54,500 |
| | | Pump, portable 6" (Approved in 2018 Budget Adopted 12/5/17) | 50,503 | - |
| | | Compact Excavator | 73,850 | 81,500 |
| | | Dozer | 136,025 | 175,000 |
| | | Kobelco SK140 Excavator w/attachments | 194,121 | 206,000 |
| | | Knuckle Boom Truck | - | 250,000 |
| | | Motor Grader (Approved in 2018 Budget Adopted 12/5/17) | 330,696 | - |
| 00-000-15183-00 | Miscellaneous Construction | Trash pump, 2" | 1,122 | 1,700 |
| | | Trash pump, 3" | 1,371 | 2,000 |
| | | Cut-off saw (2) | - | 2,200 |
| | | Welder/generator, gas | 5,825 | 6,400 |
| | | Pressure washer, electric | 2,899 | 6,500 |
| | | Flammable storage cabinets (7) | 6,365 | 7,900 |
| | | Generator, 5.6 KW with electric start (3) | 6,933 | 8,100 |
| | | Air compressor, 175 PSI with electric start (3) | 5,576 | 9,000 |
| | | Walk-behind heavy duty trencher w/trailer | 18,147 | 21,800 |
| | | Skidsteer post driver | 8,868 | 8,000 |
| | | Skidsteer auger drive unit | 4,064 | 6,500 |
| 00-000-15184-00 | Autos/Pickups/Trucks/ Trailers | Electric/hydraulic truck mounted crane | - | 16,000 |
| | | Tilt-bed trailer | 14,995 | 17,000 |
| | | Auxiliary diesel powered engine assembly (truck #26) | - | 17,500 |
| | | 1/2-ton pickup for DSOs | 26,070 | 28,500 |
| | | 1/2-ton 4 wheel drive pickup for DSOs | 29,598 | 32,000 |
| | | 1-ton utility service truck | 42,323 | 45,500 |
| | | 1-ton utility service truck | 42,323 | - |
| | | 3/4-ton 4 wheel drive pickup (2) | 32,314 | 81,000 |
| | | 2 ton service truck for auto/welding shop (diesel) | 125,245 | 130,000 |
| | | Dump truck, 3-axle (diesel) (Apprvd in 2018 Budget Adptd 12/5/17) | 178,500 | - |
| 00-000-15185-00 | Shop/Warehouse/ Yard Buildings | HVAC Replacement DSO Office | 16,155 | - |
| 00-000-15186-00 | Shop/Warehouse/ Yard Equipment | Diagnostic scanner for class 1-5 vehicles | 2,154 | 3,800 |
| | | Diagnostic scanner for class 6-8 vehicles | 4,301 | 4,300 |
| 00-000-15187-00 | Office and Engineering Equipment | Ergonomic Workstation Furniture CFO | 6,416 | 6,500 |
| | | Firewall network security device | - | 8,000 |
| | | Computer workstations | 10,814 | 14,000 |
| | | Finance software upgrade | 13,515 | 30,000 |
| 00-000-15188-00 | Office Building/Yard | Backup power generator for network servers | - | 35,000 |
| | | Boardroom audio/visual system | - | 55,000 |
| | | Server Room AC- emergency replacement | 8,830 | - |
| 00-000-15189-00 | Office and Yard -Prop. | Headquarter project design | 192,756 | 200,000 |
| TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES | | | 9,543,214 | 11,394,700 |
| 00-000-22320-00 | Current - COP Debt | Principal payment of Series 2016 COP | 795,000 | 795,000 |
| TOTAL CAPITAL AND DEBT EXPENDITURES | | | 10,338,214 | \$ 12,189,700 |

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 6
APN: N/A

SUBJECT: APPROVE CAPITAL WORK ORDER NUMBERS ASSIGNED

RECOMMENDED ACTION: Approve the capital work order numbers assigned and acknowledge assignment for historical record

BACKGROUND AND/OR HISTORY:

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

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

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

The attached listing of Work Orders are submitted for approval.

FISCAL IMPACT: \$801,735

Board Motion:

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

VOTE:

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

Action(s) to be taken:

Oakdale Irrigation District
Assigned Workorder Numbers
March 3, 2020

| <u>Work Order No.</u> | <u>Facility</u> | <u>Project Description</u> | <u>Estimated Cost</u> |
|-----------------------|----------------------|--|-----------------------|
| 2019-009 | Lower Cometa Lateral | Replace existing pipeline with 48" A-25 RGRCP, 1-12" turnout, 1-12" coupler, 1-12" 101C gate, and 1-12" Krohne flow meter. (APNs: 002-001-054/076) | 557,800 |
| 2019-043 | North Main Canal | Remove and replace existing slide gate with 1-18"x10' Fresno 101C slide gate. | 2,900 |
| 2019-044 | Milnes Drain | Remove existing inlet structure and install 1-5'x7' precast MBI turnout structure with 18" coupler, trash rack, and 22 ft. of 18" 100 PIP PVC. (APN: 014-044-003) | 12,900 |
| 2019-045 | Wilson Pipeline | Remove existing gate and install 1-30"x11' Fresno 101C slide gate. (APN: 063-029-058) | 5,000 |
| 2020-001 | | City Works Implementation | 100,000 |
| 2020-002 | Campbell Pipeline | Install 1-18" Krohne Enviromag 2000 flow meter, 1-18" in-line valve, and 18" 100 PSI PIP PVC pipe. (APN: 229-080-67) | 37,900 |
| 2020-003 | Brichetto Lateral | Remove and replace 1-standard 'H' structure equipped with board slots, 1-12" Fresno 101C slide gate, structure grating. Also 1-5'x7' precast MBI turnout structure equipped with 1-18" Fresno 101C slide gate, 1-18" starter coupler and 18" 100 PSI PIP PVC pipe. (APN: 014-008-003) | 45,200 |
| 2020-004 | Town E Pipeline | Remove existing gate and install 1-21" x 13.5' Fresno 101C slide gate. (APN: 063-005-004) | 3,700 |

Oakdale Irrigation District
Assigned Workorder Numbers
March 3, 2020

| <u>Work Order No.</u> | <u>Facility</u> | <u>Project Description</u> | <u>Estimated Cost</u> |
|-----------------------|-------------------|---|-----------------------|
| 2020-005 | Fairbanks Lateral | Remove existing gate and install 1-20" x 7' Fresno 101C slide gate. (APN: 002-008-044) | 3,200 |
| 2020-006 | Moulton Pipeline | Remove existing gate and install 1-20" x 7' Fresno 101C slide gate. (APN: 006-006-053) | 5,200 |
| 2020-007 | Clark Pipeline | Remove existing gate and install 1-14" x 12' Fresno 101C slide gate. (APN: 207-370-12) | 2,600 |
| 2020-008 | Howard Pipeline | Remove existing gate and install 1-36" x 8' Fresno 101C slide gate. (APN: 006-009-045) | 5,200 |
| 2020-009 | Fairbanks Lateral | Remove existing gate and install 1-18" Fresno 20-10C slide gate. (APN: 207-200-30) | 3,426 |
| 2020-010 | Campbell Pipeline | Remove existing gate and install 1-16" Fresno 20-10C slide gate. (APN: 229-120-16) | 4,009 |
| 2020-011 | Kearney Lateral | Remove existing gate and install 1-5'x6' precast MBI structure equipped with 1-15" starter coupler, 1-15" Fresno 101C slide gate, 15" PSI PIP PVC and 1-stilling well assembly. (APN: 010-073-002) | 12,700 |
| | | | <u>\$ 801,735</u> |

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 7
APN: N/A

SUBJECT: APPROVE RESOLUTION ADOPTING THE REVISED RURAL WATER SYSTEM'S DOMESTIC WATER POLICY

RECOMMENDED ACTION: Approve Resolution Adopting the Revised Rural Water System's Domestic Water Policy

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District ("District") last revised the Rural Water System's Domestic Water Policy on December 17, 1996.

The revisions that Staff is seeking to the current policy is to clarify the language regarding purpose and scope and include a reference to the new Collection and Termination Policy for Delinquent Accounts within the Rural Water System as mandated by Senate Bill 998 (SB998) which was signed into law in September 2018.

For the Board's consideration and adoption, Staff has attached a draft clean copy for easier reading and a redline version of the proposed changes to the existing Rural Water Policy.

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution 2020-NIL
 - Draft Policy – clean draft
 - Draft Policy - redline
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

**RESOLUTION ADOPTING
REVISION TO RURAL WATER SYSTEM'S DOMESTIC WATER POLICY
REPLACING RESOLUTION NO. 1996-78**

WHEREAS, the Oakdale Irrigation District is a public agency and an irrigation district formed and existing in accordance with the provisions of Division 11 of the Water Code of the State of California; and

WHEREAS, according to the provisions of Water Code §22280, the District has the authority to fix and collect charges to any service furnished by the District; and

WHEREAS, the Board of Directors has reviewed and considered the revision to the Rural Water System's Domestic Water Policy.

NOW, THEREFORE BE IT RESOLVED, that the Oakdale Irrigation District Board of Directors hereby adopts the revision to the Rural Water System's Domestic Water Policy. This resolution will remain in effect until revocation by the Board of Directors of the Oakdale Irrigation District.

BE IT RESOLVED, that this resolution supersedes any other previous resolutions relating to the above subject matter.

Upon Motion of Director, seconded by Director and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 3rd day of March, 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary



OAKDALE IRRIGATION DISTRICT

Miscellaneous Policies and Procedures

Title
1 – FINANCE

Chapter
4 – Rural Water System

Section
4.101 Rural Water System's
Domestic Water Policy

Adopted:

Revised:

Page 1 of 9

PURPOSE

This policy details Oakdale Irrigation District's (District) administrative actions for the service of Domestic Water through the Rural Water System. This policy will be made available to the public on the District's website.

SCOPE

The District, as a public agency and irrigation district, is governed by Division 11 of the Water Code of the State of California. According to the provisions of Water Code Section 22280, the District has the authority to fix and collect charges to any service furnished by the District. Furthermore, as a community water system that supplies water to more than 200 service connections, the District is further governed, effective by law April 1, 2020, by Chapter 6 of the Health and Safety Code, added in 2018 by Senate Bill 998 (SB8998). SB998 provides rules and procedures for community water systems to follow before the shut off of residential water service by the District. A separate policy, the Rural Water Collection and Discontinuation Policy (Section 1.402), follows this policy in the Miscellaneous Policies and Procedures manual.

POLICY AND PROCEDURE

1. Statement of Policy

This policy sets forth District fees, charges, and other conditions relating to the District's Rural Water System. All such fees and charges will be reviewed annually and may be adjusted to reflect the cost to the District of providing the service. The income generated will support operations of the Rural Water System and future system replacement.

a. New Customer Security Deposit

All new residential and commercial customers are required to:

1. Submit to the District, at the customers expense, a credit report indicating a reliable credit history, or;
2. Post a cash security deposit to guarantee payment of unpaid bills in the event of discontinuance of service or District lockout. This security deposit will be held for minimum 12 consecutive months (1 year). If the customer has no outstanding amounts owed the District, and has not been delinquent during past 12 consecutive months, the deposit shall be refunded to the customer.



OAKDALE IRRIGATION DISTRICT Miscellaneous Policies and Procedures

| | | |
|-----------------------------|--|---|
| <i>Title</i> 1 – FINANCE | <i>Chapter</i> 4 – Rural Water System | <i>Section</i> 4.101 Rural Water System's Domestic Water Policy |
| Adopted: | Revised: | Page 2 of 9 |

NOTE: These 12 twelve consecutive months start over whenever the customer's account becomes delinquent.

The amount of the deposit shall be as follows:

| | |
|---------------------------|----------------|
| <u>Service Connection</u> | <u>Deposit</u> |
| Residential 3/4"-1" | \$100.00 |

The deposit shall be determined on a case-by-case basis by District Staff for Commercial Accounts or Connections larger than 1", but in no event will the deposit be less than that indicated for a Residential Service Connection.

b. Existing Customer Deposit

Existing residential and commercial customers which have two or more late payments on their account during a twelve consecutive month period of time, starting after the implementation date of January 1, 1997, will be required to post a cash security deposit as set forth in Section 1(a)(2).

c. Temporary Meter Deposit

A deposit shall be collected from those who make temporary use of the water meter furnished by OID, Temporary use shall be deemed as any use of less than six months in duration to a permanent site. A typical temporary meter deposit is to cover the cost of furnishing, installing and removing the meter and to guarantee payment of bills. If, after the end of the temporary use, the meter is returned in an undamaged condition, is reusable and all bills paid, the customer shall be entitled to a refund of 50% of the amount of the deposit.

| | |
|-------------------|----------------|
| <u>Meter Size</u> | <u>Deposit</u> |
| 3/4" - 1" | \$500.00 |

Note: Temporary meter deposit for meters in excess of 1" size will be determined on a case-by-case basis by OID Staff, but in no event will the deposit be less than that indicated for a Residential Service Connection



OAKDALE IRRIGATION DISTRICT

Miscellaneous Policies and Procedures

Title
1 – FINANCE

Chapter
4 – Rural Water System

Section
4.101 Rural Water System's
Domestic Water Policy

Adopted:

Revised:

Page 3 of 9

d. Meter Test Deposit

Customers who question their water usage and request their meter to be tested, shall be required to post a deposit prior to the testing. This deposit reflects the actual cost to remove, test and reinstall a water meter. If upon the customer's request to test, the meter test proves the meter to be inaccurate, the customer shall be entitled to a full refund of the total amount of the deposit. If, on the other hand, the meter is accurate, the deposit shall be retained by the District to reimburse the cost of the procedure. The meter test deposit shall be as follows:

Meter Size
3/4" - 1"

Deposit
\$45.25

Note: The test deposit for meters over 1" will be determined on a case-by-case basis by OID Staff.

2. Fees

a. Water Service Connection Fees

A fee shall be collected for each new service connection solely utilizing OID's Rural Water System's service capacity. This fee represents the customer's share of the capital costs of providing community-wide facilities such as source of supply, pumping, storage and transmission lines. All connection fees for dwelling units are charged on a "per unit" basis and shall become payable at the time the application for service is received and are as follows:

1. Single Family Residence (3/4"-1 ") = \$5,000.00/connection
2. The connection fees for connections over 1" will be determined on a case-by-case basis by OID Staff, and based on the allocated cost for the supply demand.

The fee for nonresidential connections shall be determined on a case-by-case basis by OID Staff and shall be based upon the gross area served, the type of development and the demand generated, but in no case shall it be less than the rate for a single family residence.



OAKDALE IRRIGATION DISTRICT Miscellaneous Policies and Procedures

| | | |
|-----------------------------|--|---|
| <i>Title</i> 1 – FINANCE | <i>Chapter</i> 4 – Rural Water System | <i>Section</i> 4.101 Rural Water System's Domestic Water Policy |
| Adopted: | Revised: | Page 4 of 9 |

NOTE: Fees collected fund the designated "Rural Water Capital/Special Project Improvement Fund."

b. Private Fire Service Connection Fee

Private fire service connections such as fire hydrants, fire sprinkler systems or other fire suppression systems which are connected to OID's Rural Water System benefit by the system's capacity reserved for this use. The following fee shall be collected for each new fire service connected to OID's Rural Water System.

Fire Service Fee

The connection fees for any type of fire suppression services will be determined on a case-by-case basis by OID Staff, and based on the estimated cost to purchase the materials and complete the installation thereof.

NOTE: Fees collected fund the designated "Rural Water Capital/Special Project Improvement Fund."

c. New Meter Connection Installation Fee

All water service connections shall be furnished with a meter. All meters shall be sized for the anticipated flow in accordance with OID Standards. The New Meter Connection Installation fee shall be collected at the time service is requested or prior to placement of the meter and shall be as follows:

| <u>Meter Size</u> | <u>Fee</u> |
|-------------------|------------|
| 3/4"-1" | \$50.50 |

Note: The installation fees for meters over 1" in size will be determined on a case-by-case basis by OID Staff, and based on the estimated cost to purchase the meter and complete the installation thereof.

d. New Customer Connection Fee

A change of ownership on an account which the property is currently equipped with a meter shall be charged a fee covering Clerical Staff time to set up the new account plus



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Field personnel time to read the meter. The New Customer Connection fee shall be collected at the time service is requested:

Meter Size

Fee

All Sizes

\$25.25

e. Customer Complaint Call-Out Fee

Customers registering a complaint and requesting field personnel to investigate water problems, whether on their property or not, maybe subject to a "call-out" fee. If the problem is determined to be the customer's responsibility, the customer shall be charged a fee for the call-out. Fees shall be as follows and added to the customer's next monthly billing:

1. During the working hours of 7:00 a.m. to 3:30 p.m. the fee shall be: \$40.00/hr. (1 hour minimum) plus \$10.00 for each additional 15 minutes after the first hour.
2. Other than normal working hours, weekends, holidays, etc. the fee shall be: \$100.00 (minimum) plus \$13.00 for each additional 15 minutes after the first 2 hours.

f. Extension Fee

In most cases the developer will be required to install all on-site as well as off-site piping which is necessary or required. In cases where OID installs the piping extension, the fees will be charged on a time and materials basis, including administration, consulting, legal, engineering and clerical staff time plus any other related expenses.

3. Service Charges

The collection of service charges represent the repayment of costs incurred to operate and maintain OID's Rural Water System. The service charges are broken down into two basic elements:

"Immediate Availability" charge recovers the cost of depreciation expense, indebtedness and other long term obligations; and



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"Minimum Monthly Rate" charge recovers the cost of delivering potable water. These costs represent water quality testing, routine operation and maintenance and maintaining a cross connection/backflow prevention control program.

a. "Immediate Availability" Charge

Depreciation and debt costs for OLD's Rural Water System are fixed costs and do not vary according to the quantity of water delivered. This charge is applied to all properties, including properties that are currently supplied with a water service connection but which are not in active service. The "Immediate Availability" charge shall be as follows:

| <u>Connection Size</u> | <u>Monthly Charge</u> |
|------------------------|-----------------------|
| 3/4" - 1" | \$14.40 |

"Immediate Availability" charges for connections over 1" in size shall be determined on a case-by-case basis by OLD Staff

NOTE: Presently 90% of all fees collected as "Immediate Availability" charge shall fund the designated "Rural Water Capital/Special Project Improvement Fund". This percentage is reviewed and adjusted annually by District staff.

b. "Minimum Monthly Rate" Charge

The "Minimum Monthly Rate" charges shall be billed in cubic feet. Readings from meters which register in gallons will be converted to cubic feet by dividing the usage reading by 7.48. Fees collected from this rate are to be deposited in the Rural Water Systems operating fund to pay for routine operation and maintenance costs. This charge applies to all properties supplied with a service connection equipped with a water meter. The "Minimum Monthly Rate" charges shall be as follows:

| <u>Quantity</u> | <u>Rate</u> |
|---------------------------------------|-------------|
| 0 – 1000 cubic feet (monthly minimum) | \$5.70 |
| Per each additional 100 cubic feet | \$0.52 |



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c. Temporary Service Fee

The monthly service fee for a temporary service (Section II(C)) shall be the same as the "Minimum Monthly Rate" charge.

d. Turn On/ Off Fees

The fee to unlock and turn-on and/or turn-off and lockout a service shall be as follows:

1. During the working hours of 7:00 a.m. to 3:30 p.m. the fee shall be: \$20.00
2. Other than normal working hours, weekends, holidays, etc. the fee shall be: \$100.00

e. Delinquent Account Fees

All language regarding the administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service can be found in the Collection and Termination Policy for Delinquent Accounts within the Rural Water System, Section 4.102.

f. Construction Water Fees

The fees for the use of water for the construction of subdivisions, buildings, or other types of development shall be as follows:

1. Water may only be taken from a fire hydrant specifically designated by OID for that purpose.
2. The fire hydrant will be equipped with a flow meter to record water usage for billing purposes. A \$500.00 retainer shall be submitted to OID prior to the installation of the flow meter and water delivery. This retainer guarantees that any unpaid portion of the bill or costs incurred to repair or replace items damaged by the user will be paid prior to refunding the balance of the retainer.
3. The fire hydrant may be required to be equipped with a backflow prevention assembly if OLD's Cross Connection Control Specialist deems it necessary.



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4. A \$50.50 fee shall be charged for the installation, monitoring and removal of the fire hydrant flow meter. When the service is no longer needed this fee may be deducted from the \$500.00 retainer if the customer so desires.
5. A minimum usage rate of \$25.00 will be charged. This rate includes the first 2,000 cubic feet of water. Additional water used after the initial 2,000 cubic feet is billed at a rate of \$0.52/100 cubic feet. When the service is no longer needed these fees may be deducted from the \$500.00 retainer if the customer so desires.
6. 48 hour notice shall be given to OID:
 - i. Prior to the commencement of activities requiring the use of the fire hydrant.
 - ii. When the use of the fire hydrant is no longer needed.
7. Due to system demands during times of peak water usage, OID may place restrictions on the days and times that water may be drawn from the system.

4. Service Provisions

a. Well Abandonment

Prior to connecting any property to OID's Rural Water System, any privately owned well on said property shall be disconnected and abandoned as per State and/or County regulations.

b. Cross Connection Control Policy

Any connection to OID's Rural Water System is subject to OID's Cross Connection Program. For further information consult OID's Domestic Water Specifications Manual.



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c. OID's Domestic Water Specifications

The materials used, as well as the construction of any addition or connection to OID's Rural Water System shall be completed in compliance with OID's Domestic Water Specifications Manual.



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PURPOSE

This policy details The Oakdale Irrigation District's (District) ~~is a public agency and an irrigation district~~ formed and existing administrative actions for the service of Domestic Water through the Rural Water System. This policy will be made available to the public on the District's website. ~~in accordance with the provisions of Division 11 of the Water Code of the State of California.~~

SCOPE

The District, as a public agency and irrigation district, is governed by Division 11 of the Water Code of the State of California. According to the provisions of Water Code Section 22280, the District has the authority to fix and collect charges to any service furnished by the District. Furthermore, as a community water system that supplies water to more than 200 service connections, the District is further governed, effective by law April 1, 2020, by Chapter 6 of the Health and Safety Code, added in 2018 by Senate Bill 998 (SB8998). SB998 provides rules and procedures for community water systems to follow before the shut off of residential water service by the District. A separate policy, the Rural Water Collection and Discontinuation Policy (Section 1.402), follows this policy in the Miscellaneous Policies and Procedures manual.

POLICY AND PROCEDURE

1. Statement of Policy

This policy sets forth District fees, charges, and other conditions relating to the District's Rural Water System. All such fees and charges will be reviewed annually and may be adjusted to reflect the cost to the District of providing the service. The income generated will support operations of the Rural Water System and future system replacement.

a. New Customer Security Deposit

All new residential and commercial customers are required to:

1. Submit to the District, at the customers expense, a credit report indicating a reliable credit history, or;
2. Post a cash security deposit to guarantee payment of unpaid bills in the event of discontinuance of service or District lockout. This security deposit will be held for minimum 12 consecutive months (1 year). If the customer has no outstanding amounts owed the District, and has not been delinquent during past 12 consecutive months, the deposit shall be refunded to the customer.



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NOTE: These 12 twelve consecutive months start over whenever the customer's account becomes delinquent.

The amount of the deposit shall be as follows:

Service Connection
Residential 3/4"-1"

Deposit
\$100.00

The deposit shall be determined on a case-by-case basis by District Staff for Commercial Accounts or Connections larger than 1", but in no event will the deposit be less than that indicated for a Residential Service Connection.

b. Existing Customer Deposit

Existing residential and commercial customers which have two or more late payments on their account during a twelve consecutive month period of time, starting after the implementation date of January 1, 1997, will be required to post a cash security deposit as set forth in Section 1(a)A(2).

c. Temporary Meter Deposit

A deposit shall be collected from those who make temporary use of the water meter furnished by OID, Temporary use shall be deemed as any use of less than six months in duration to a permanent site. A typical temporary meter deposit is to cover the cost of furnishing, installing and removing the meter and to guarantee payment of bills. If, after the end of the temporary use, the meter is returned in an undamaged condition, is reusable and all bills paid, the customer shall be entitled to a refund of 50% of the amount of the deposit.

Meter Size
3/4" - 1"

Deposit
\$500.00

Note: Temporary meter deposit for meters in excess of 1" size will be determined on a case-by-case basis by OID Staff, but in no event will the deposit be less than that indicated for a Residential Service Connection



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d. Meter Test Deposit

Customers who question their water usage and request their meter to be tested, shall be required to post a deposit prior to the testing. This deposit reflects the actual cost to remove, test and reinstall a water meter. If upon the customer's request to test, the meter test proves the meter to be inaccurate, the customer shall be entitled to a full refund of the total amount of the deposit. If, on the other hand, the meter is accurate, the deposit shall be retained by the District to reimburse the cost of the procedure. The meter test deposit shall be as follows:

Meter Size
3/4" - 1"

Deposit
\$45.25

Note: The test deposit for meters over 1" will be determined on a case-by-case basis by OID Staff.

2. Fees

a. Water Service Connection Fees

A fee shall be collected for each new service connection solely utilizing OID's Rural Water System's service capacity. This fee represents the customer's share of the capital costs of providing community-wide facilities such as source of supply, pumping, storage and transmission lines. All connection fees for dwelling units are charged on a "per unit" basis and shall become payable at the time the application for service is received and are as follows:

1. Single Family Residence (3/4"-1 ") = \$5,000.00/connection
2. The connection fees for connections over 1" will be determined on a case-by-case basis by ~~010~~OID Staff, and based on the allocated cost for the supply demand.

The fee for nonresidential connections shall be determined on a case-by-case basis by OID Staff and shall be based upon the gross area served, the type of development and the demand generated, but in no case shall it be less than the rate for a single family residence.



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NOTE: Fees collected fund the designated "Rural Water Capital/Special Project Improvement Fund.""

b. Private Fire Service Connection Fee

Private fire service connections such as fire hydrants, fire sprinkler systems or other fire suppression systems which are connected to OID's Rural Water System benefit by the system's capacity reserved for this use. The following fee shall be collected for each new fire service connected to OID's Rural Water System.

Fire Service Fee

The connection fees for any type of fire suppression services will be determined on a case-by-case basis by OID Staff, and based on the estimated cost to purchase the materials and complete the installation thereof.

NOTE: Fees collected fund the designated "Rural Water Capital/Special Project Improvement Fund.""

c. New Meter Connection Installation Fee

All water service connections shall be furnished with a meter. All meters shall be sized for the anticipated flow in accordance with OID Standards. The New Meter Connection Installation fee shall be collected at the time service is requested or prior to placement of the meter and shall be as follows:

| <u>Meter Size</u> | <u>Fee</u> |
|-------------------|------------|
| 3/4"-1" | \$50.50 |

Note: The installation fees for meters over 1" in size will be determined on a case-by-case basis by OID Staff, and based on the estimated cost to purchase the meter and complete the installation thereof.

d. New Customer Connection Fee

A change of ownership on an account which the property is currently equipped with a meter shall be charged a fee covering Clerical Staff time to set up the new account plus



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Field personnel time to read the meter. The New Customer Connection fee shall be collected at the time service is requested:

Meter Size

Fee

All Sizes

\$25.25

e. Customer Complaint Call-Out Fee

Customers registering a complaint and requesting field personnel to investigate water problems, whether on their property or not, maybe subject to a "call-out" fee. If the problem is determined to be the customer's responsibility, the customer shall be charged a fee for the call-out. Fees shall be as follows and added to the customer's next monthly billing:

1. During the working hours of 7:00 a.m. to 3:30 p.m. the fee shall be: \$40.00/ hr. (1 hour minimum) plus \$10.00 for each additional 15 minutes after the first hour.
2. Other than normal working hours, weekends, holidays, etc. the fee shall be: \$100.00 (minimum) plus \$13.00 for each additional 15 minutes after the first 2 hours.

f. Extension Fee

In most cases the developer will be required to install all on-site as well as off-site piping which is necessary or required. In cases where OID installs the piping extension, the fees will be charged on a time and materials basis, including administration, consulting, legal, engineering and clerical staff time plus any other related expenses.

3. Service Charges

The collection of service charges represent the repayment of costs incurred to operate and maintain OID's Rural Water System. The service charges are broken down into two basic elements:

"Immediate Availability" charge recovers the cost of depreciation expense, indebtedness and other long term obligations; and



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"Minimum Monthly Rate" charge recovers the cost of delivering potable water. These costs represent water quality testing, routine operation and maintenance and maintaining a cross connection/-backflow prevention control program.

a. "Immediate Availability" Charge

Depreciation and debit costs for OID's Rural Water System are fixed costs and do not vary according to the quantity of water delivered. This charge is applied to all properties, including properties that are currently supplied with a water service connection but which are not in active service. The "Immediate Availability" charge shall be as follows:

| <u>Connection Size</u> | <u>Monthly Charge</u> |
|------------------------|-----------------------|
| 3/4" - 1" | \$14.40 |

"Immediate Availability" charges for connections over 1" in size shall be determined on a case-by-case basis by OID Staff

NOTE: Presently 90% of all fees collected as "Immediate Availability" charge shall fund the designated "Rural Water Capital/Special Project Improvement Fund¹⁰⁰". This percentage is reviewed and adjusted annually by District staff.

b. "Minimum Monthly Rate" Charge

The "Minimum Monthly Rate" charges shall be billed in cubic feet. Readings from meters which register in gallons will be converted to cubic feet by dividing the usage reading by 7.48. Fees collected from this rate are to be deposited in the Rural Water Systems operating fund to pay for routine operation and maintenance costs. This charge applies to all properties supplied with a service connection equipped with a water meter. The "Minimum Monthly Rate" charges shall be as follows:

| <u>Quantity</u> | <u>Rate</u> |
|---------------------------------------|-------------|
| 0 – 1000 cubic feet (monthly minimum) | \$5.70 |
| Per each additional 100 cubic feet | \$0.52 |



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c. Temporary Service Fee

The monthly service fee for a temporary service (Section II(C)) shall be the same as the "Minimum Monthly Rate" charge.

d. Turn On/ Off Fees

The fee to unlock and turn-on and/or turn-off and lockout a service shall be as follows:

1. During the working hours of 7:00 a.m. to 3:30 p.m. the fee shall be: \$20.00
2. Other than normal working hours, weekends, holidays, etc. the fee shall be: \$100.00

e. Delinquent Account Fees

All language regarding the administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service can be found in the Collection and Termination Policy for Delinquent Accounts within the Rural Water System, Section 4.102.

Overdue accounts create additional staff hours for Administration and Finance Department Personnel. Also, customers who pay their bills (Exhibit "A") in a timely and responsible manner should not be penalized by subsidizing delinquent accounts. Therefore, the following tier structure of additional fees shall be followed when dealing with delinquent accounts:

1. "Delinquent Account Notice" This is the first step in notifying the customer that their account is 30 days past due. (Exhibit "B")

Additional fee added to the delinquent account = \$6.00

2. "Second Delinquent Account Notice" This is the second step in notifying the customer that their account is overdue. It is sent to the customer 15 days after the "Delinquent Account Notice" (Exhibit "C")

Additional fee added to the delinquent account = \$12.00



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~~3. "48 Hour Shut Off Notice" This is the third and last step in notifying the customer that their account is drastically over due and termination of the water service will occur in 48 hours if the account is not paid in full. This notice is sent by registered mail and/or hand delivered by OID Staff to the customer, 15 days after the "Second Delinquent Account Notice". (Exhibit "D")~~

~~Additional fee added to the delinquent account = \$32.50~~

~~Additional fees cover the Clerical Staff time and special postage rates.~~

~~All fees associated with turning off and/or turning on the service (Section IV(D)), and customer deposit (Section II(A) or (B)), shall be imposed.~~

~~Note: OID may require that the delinquent account be paid by cash or certified check.~~

f. Construction Water Fees

The fees for the use of water for the construction of subdivisions, buildings, or other types of development shall be as follows:

1. Water may only be taken from a fire hydrant specifically designated by OID for that purpose.
2. The fire hydrant will be equipped with a flow meter to record water usage for billing purposes. A \$500.00 retainer shall be submitted to OID prior to the installation of the flow meter and water delivery. This retainer guarantees that any unpaid portion of the bill or costs incurred to repair or replace items damaged by the user will be paid prior to refunding the balance of the retainer.
3. The fire hydrant may be required to be equipped with a backflow prevention assembly if OID's Cross Connection Control Specialist deems it necessary.
4. A \$50.50 fee shall be charged for the installation, monitoring and removal of the fire hydrant flow meter. When the service is no longer needed this fee may be deducted from the \$500.00 retainer if the customer so desires.



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5. A minimum usage rate of \$25.00 will be charged. This rate includes the first 2,000 cubic feet of water. Additional water used after the initial 2,000 cubic feet is billed at a rate of \$0.52/100 cubic feet. When the service is no longer needed these fees may be deducted from the \$500.00 retainer if the customer so desires.
6. 48 hour notice shall be given to OID:
 - i. Prior to the commencement of activities requiring the use of the fire hydrant.
 - ii. When the use of the fire hydrant is no longer needed.
7. Due to system demands during times of peak water usage, OID may place restrictions on the days and times that water may be drawn from the system.

4. Service Provisions

- a. Well Abandonment
Prior to connecting any property to OID's Rural Water System, any privately owned well on said property shall be disconnected and abandoned as per State and/or County regulations.
- b. Cross Connection Control Policy
Any connection to OIID's Rural Water System is subject to OIID's Cross Connection Program. For further information consult OIID's Domestic Water Specifications Manual.
- c. OID's Domestic Water Specifications
The materials used, as well as the construction of any addition or connection to OIID's Rural Water System shall be completed in compliance with OIID's Domestic Water Specifications Manual.

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 8
APN: N/A

SUBJECT: APPROVE RESOLUTION ADOPTING THE COLLECTION AND TERMINATION POLICY FOR DELINQUENT ACCOUNTS WITHIN THE RURAL WATER SYSTEM IN COMPLIANCE WITH SENATE BILL 998 (SB998)

RECOMMENDED ACTION: Approve Resolution Adopting the Collection and Termination Policy for Delinquent Accounts within the Rural Water System in Compliance with Senate Bill 998 (SB998)

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District's (District) Collection and Termination Policy for Delinquent Accounts within the Rural Water System has been written to comply with mandates in SB998. The District must have all requirements of the legislation in place by April 1, 2020.

In addition to adopting a written collection and termination policy, the law also requires that the policy be made available on the District's website in multiple languages as listed in Civil Code section 1632 (Spanish, Chinese, Tagalog, Vietnamese, and Korean), and any other language spoken by at least 10 percent of the District's population.

Other mandates included in the legislation include the following:

1. Refrain from discontinuing residential water service due to non-payment until the payments are delinquent for at least 60 days (90 days from bill issuance by the District)
2. Refrain from discontinuing residential water service if all of the following conditions exist:
 - a. a primary care provider certifies the discontinuation of water service will pose a serious or potentially fatal threat to a resident
 - b. the customer demonstrates an inability to pay based on receipt of public assistance or a declaration that the household is below 200 percent of the federal poverty level
 - c. the customer is willing to establish an alternative payment arrangement
3. Annually post the number of times the District has discontinued service for non-payment on the District's website and provide an annual report to the Board of Directors
4. Various notice requirements regarding delinquent accounts prior to residential water service shut off

This policy does not reflect any potential fee increases that may be needed as a result of the additional administrative requirements.

FISCAL IMPACT: There is a potential for an increase in uncollectible accounts due to the extended time prior to disconnection that is not measureable at this time.

ATTACHMENTS:

- Resolution 2020-NIL
- Draft Policy
- Senate Bill 998

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

**RESOLUTION ADOPTING
COLLECTION AND TERMINATION POLICY FOR DELINQUENT
ACCOUNTS WITHIN THE RURAL WATER SYSTEM IN COMPLIANCE
WITH SENATE BILL 998 (SB998)**

WHEREAS, the Oakdale Irrigation District is a public agency and an irrigation district formed and existing in accordance with the provisions of Division 11 of the Water Code of the State of California; and

WHEREAS, as a community water system that supplies water to more than 200 service connections, effective April 1, 2020, by Chapter 5 of the Health and Safety Code, which was added in 2018 by Senate Bill 998 (SB998), and known as the Water Shutoff Protection Act, the District is required to establish rules and procedures for community water systems to follow before the shut off of residential water service by the District; and

WHEREAS, the Board of Directors has reviewed and considered the Collection and Termination Policy for Delinquent Accounts within the Rural Water System in Compliance with Senate Bill 998 (SB998).

NOW, THEREFORE BE IT RESOLVED, that the Oakdale Irrigation District Board of Directors hereby adopts the Collection and Termination Policy for Delinquent Accounts within the Rural Water System in Compliance with Senate Bill 998 (SB998). This resolution will remain in effect until revocation by the Board of Directors of the Oakdale Irrigation District.

BE IT RESOLVED, that this resolution supersedes any other previous resolutions relating to the above subject matter.

Upon Motion of Director, seconded by Director and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this 3rd day of March, 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary



OAKDALE IRRIGATION DISTRICT

Miscellaneous Policies and Procedures

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| Title 1 – FINANCE | Chapter 4 – Rural Water System | Section 4.102 Collection and Termination Policy for Delinquent accounts within the Rural Water System |
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PURPOSE

This policy details Oakdale Irrigation District's (District) administrative actions for the collection of delinquent accounts, including notifications, fee assignments and termination of service. This policy will be made available to the public on the District's website.

SCOPE

The District, as a public agency and irrigation district, is governed by Division 11 of the Water Code of the State of California. According to the provisions of Water Code Section 22280, the District has the authority to fix and collect charges to any service furnished by the District. Furthermore, as a community water system that supplies water to more than 200 service connections, the District is further governed by law, effective April 1, 2020, by Chapter 6 of the Health and Safety Code, added in 2018 by Senate Bill 998 (SB998), also known as the Water Shutoff Protection Act. SB998 provides rules and procedures for community water systems to follow before the shut off of residential water service by the District.

POLICY AND PROCEDURE

Delinquent Accounts

Delinquent accounts are hereafter identified as any account that remains unpaid (and without having made payment arrangements or established an alternative payment schedule) by close of business on the last day of the month in which the water bill was issued. The following rules apply to the collection of delinquent accounts:

a. **Late Fee:**

If payment for a bill is not received by close of business on the last day of the month in which the bill is issued, it will be considered delinquent. A grace period for payment will end on the 15th of the month of delinquency, and a late fee as adopted by the Board will be assessed. The due date and late fee will be displayed prominently on the bill.

b. **Waiver of Late Fee:**

At the request of the customer, the District may waive the late fee if there are extenuating circumstances at the discretion of the Chief Financial Officer. All requests for waiver, modification, or refund of late fees must be completed in writing. Customers can appeal to the General



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Manager for resolution of disputed charges and penalties. Final appeal of charges and late fees will be decided by the Board in a meeting open to the public.

c. Alternative Payment Arrangements (Including Deferred or Reduced Payments):

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the customer, not to exceed 12 months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customers' regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Failure to comply with the terms of an amortization plan will result in the issuance of a written shut off notice. The shut off notice will be delivered to the premises no less than 7 business days in advance of termination of service.

d. Certification by Primary Care Provider:

Certification by a Primary Care Provider (General Practitioner, Obstetrician/Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic) who certifies that the termination of service will be life threatening or pose a serious threat to the health and safety of any resident of the premises where water service is provided will obligate the District to enter an amortized repayment plan.

e. Additional Notifications:

As a courtesy, the District will make a reasonable, good faith effort to notify the customer that the account remains past due and further collection action will be forthcoming approximately 60 days after bill issuance. The notification will be mailed to the customer. The District assumes no responsibility for contact information that has not been kept up-to-date by the customer.



OAKDALE IRRIGATION DISTRICT Miscellaneous Policies and Procedures

Title
1 – FINANCE

Chapter
4 – Rural Water System

Section
4.102 Collection and
Termination Policy for
Delinquent accounts within
the Rural Water System

Adopted:

Revised:

Page 3 of 5

f. Written Shut off Notice:

The District shall not terminate water service for non-payment until payment by the customer has been delinquent for at least 60 days. The District will make a reasonable, good faith effort to contact the customer in writing at least 7 business days before termination of water service for non-payment. The written shut off notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant." The written shut off notice will include:

- Customer's name and address;
- Amount that is past due;
- Date by which payment or payment arrangements are required to avoid termination of service;
- Description of the process to apply for an amortization plan;
- Description of the process to dispute or appeal a bill; and
- District phone number and a web link to the District's written collection policy.

g. Notice to Residential Tenants/Occupants in an Individually Metered Residence:

The District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to termination at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to visit the residence and leave a notice of termination for non-payment.



OAKDALE IRRIGATION DISTRICT Miscellaneous Policies and Procedures

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Adopted:

Revised:

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- h. Forty-eight (48) Hour Notice of Termination:
The District will make a reasonable, good faith effort to notify the customer 48 hours in advance of termination of water service for non-payment. The District will visit the residence and leave a shut off notice.
- i. Disconnection Deadline:
All delinquent water service charges and associated fees must be received by the District by 5:00 p.m. on the day specified in the written shut off notice.
- j. Termination of Water Service for Non-Payment:
The District will terminate water service by turning off and locking out the meter. Before service is terminated, the customer will be notified by a written shut off notice at least 7 business days prior to termination and a second notice 48 hours prior to termination of service. The customer will be charged a fee to re-establish service in the billing system regardless of whether the meter has physically been turned off. The meter will be locked in the off position if payment is not received within 7 days of the initial termination of service.
- k. Re-establishment of Service:
In order to resume or continue service that has been terminated for non-payment, the customer must pay a re-establishment fee. The District will endeavor to restore service as soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than District personnel or without District authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.
- l. Notification of Disposition of Returned Check:
Upon receipt of a returned check taken as payment of water service or other charges, the District will consider the account not paid. The District will make a reasonable, good faith effort to contact the customer in writing at least 7 business days before termination of water service for non-payment. A second notice 48 hours will be delivered prior to termination of service.



OAKDALE IRRIGATION DISTRICT Miscellaneous Policies and Procedures

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4.102 Collection and
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Adopted:

Revised:

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Water service will be terminated if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay the returned check charge must be in cash, credit card or certified funds.

m. Returned Checks for Previously Disconnected Service:

In the event a customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment and the District restores service, the District may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to termination.

Any customer issuing a non-negotiable check as payment to restore service turned off for nonpayment will be required to pay cash, credit card or certified funds to restore future service terminations for a period of 12 months from the date of the returned payment.

n. Disputed Bills:

If a customer disputes the water bill and exercises their right to appeal to the Board of Directors, the District will not terminate water service for non-payment while the appeal is pending.

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with
Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

(a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.

(b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.

(c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.

(d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.

(e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.

(f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) “Board” means the State Water Resources Control Board.

(b) “Public water system” has the same meaning as defined in Section 116275.

(c) “Residential service” means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) “Urban and community water system” means a public water system that supplies water to more than 200 service connections.

(e) “Urban water supplier” has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system’s Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 9
APN: N/A

SUBJECT: APPROVE SPONSORSHIP TO OAKDALE SADDLE CLUB FOR THE 2020 OAKDALE RODEO IN THE SUM OF \$1,000

RECOMMENDED ACTION: Approve sponsorship to Oakdale Saddle Club for the 2020 Oakdale Rodeo in the sum of \$1,000

BACKGROUND AND/OR HISTORY:

On April 2, 2019 the Board approved a Silver Sponsorship to the Oakdale Saddle Club for the 2019 Oakdale Rodeo in the sum of \$1,000. As part of last year's sponsorship, the District had a sign made to meet the size requirements for placement in the rodeo arena. The cost of the sign was \$450. The sign still hangs in the rodeo arena and would not have to be replaced this year if the Board approves a sponsorship for the rodeo.

The District was asked to be a sponsor for the 2020 Oakdale Rodeo in the sum of \$1,000. This is brought to the Board for consideration.

FISCAL IMPACT: \$1,000

ATTACHMENTS:

- Sponsorship Packages
- Oakdale Rodeo Contract

Board Motion:

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

VOTE:

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

Action(s) to be taken:

SPONSOR PACKAGES

ALL SPONSOR PACKAGES INCLUDE:

- *RECOGNITION AS SPONSOR ON OAKDALE RODEO FACEBOOK (OVER 13000 LIKES) & INSTAGRAM
- *RECOGNITION AS SPONSOR ON OAKDALERODEO.COM
- *RECOGNITION AS SPONSOR IN SOUVENIR PROGRAM
- *ANNOUNCED BY ANNOUNCER AND LISTED ON SCOREBOARD DURING EVENT
- *SPACE IN CONTESTANT "SWAG BAG" FOR SPONSOR PROMO MATERIALS (350 CONTESTANTS)

BRONZE SPONSOR \$500

- *PROGRAM ADVERTISEMENT-
½ PAGE B&W AD SPACE
- *3x8 BANNER SPACE DURING EVENT
- *4 GENERAL ADMISSION PASSES
- *1 PARKING PASS
- *2 PASSES TO SPONSOR
HOSPITALITY TENT

SILVER SPONSOR \$1000

- *PROGRAM ADVERTISEMENT-
½ PAGE B&W AD SPACE
- *4x8 SIGN POSTED IN ARENA
FOR ONE CALENDAR YEAR
- *6 GENERAL ADMISSION PASSES
- *2 PARKING PASSES
- *4 PASSES TO SPONSOR
HOSPITALITY TENT

GOLD SPONSOR \$2000

- *PROGRAM ADVERTISEMENT-
FULL PAGE COLOR AD SPACE
- *4x8 SIGN POSTED IN ARENA
FOR ONE CALENDAR YEAR
- *12 GENERAL ADMISSION PASSES
- *4 PARKING PASSES
- *6 PASSES TO SPONSOR
HOSPITALITY TENT

PLATINUM SPONSOR \$3500

- *PROGRAM ADVERTISEMENT-
FULL PAGE COLOR AD SPACE
- *4x8 SIGN POSTED IN ARENA
FOR ONE CALENDAR YEAR
- *SPONSOR FLAG CARRIED IN PARADE
AND/OR PERFORMANCE
- *PLATINUM SPONSOR PLAQUE OF APPRECIATION
PRESENTED TO SPONSOR DURING EACH RODEO
- *16 GENERAL ADMISSION PASSES
- *4 PARKING PASSES
- *8 PASSES TO SPONSOR HOSPITALITY
TENT
- *LOGO FEATURED ON
COMMEMORATIVE POSTER
- *3x8 BANNER SPACE DURING EVENT
- *:30 SECOND COMMERCIAL SPOT

*LIMITED TO 7

EVENT SPONSOR \$5000

- *PROGRAM ADVERTISEMENT-
FULL PAGE COLOR AD SPACE
- *4x8 SIGN POSTED IN ARENA
FOR ONE CALENDAR YEAR
- *SPONSOR FLAG CARRIED IN PARADE
AND/OR PERFORMANCE
- *PLATINUM SPONSOR PLAQUE OF APPRECIATION
PRESENTED TO SPONSOR DURING EACH RODEO
- *PHOTO OPPORTUNITY WITH EVENT WINNER
- *25 GENERAL ADMISSION PASSES
- *6 PARKING PASSES
- *10 PASSES TO SPONSOR
HOSPITALITY TENT
- *LOGO FEATURED ON
COMMEMORATIVE POSTER
- *3x8 BANNER SPACE DURING EVENT
- *:30 SECOND COMMERCIAL SPOT

*LIMITED TO 9

SPECIALTY ACT SPONSOR \$5000

- *PROGRAM ADVERTISEMENT-
FULL PAGE COLOR AD SPACE
- *4x8 SIGN POSTED IN ARENA
FOR ONE CALENDAR YEAR
- *SPONSOR FLAG CARRIED IN PARADE
AND/OR PERFORMANCE
- *PLATINUM SPONSOR PLAQUE OF APPRECIATION
PRESENTED TO SPONSOR DURING EACH RODEO
- *MENTION IN ANY NEWS MEDIA SPECIALTY ACT
IS PROMOTED IN
- *25 GENERAL ADMISSION PASSES
- *6 PARKING PASSES
- *10 PASSES TO SPONSOR
HOSPITALITY TENT
- *LOGO FEATURED ON
COMMEMORATIVE POSTER
- *3x8 BANNER SPACE DURING EVENT
- *:30 SECOND COMMERCIAL SPOT



OAKDALE IRRIGATION DISTRICT

Oakdale Rodeo Contract 2020

An agreement made on the 10th day of February 2020 between Oakdale Irrigation District (hereinafter called "the Sponsor") and the Oakdale Saddle Club (hereinafter called "OSC").

Whereby it is agreed:

1. In consideration of the agreement by the Sponsor to provide OSC with \$ 1,000, OSC agrees to provide the credits and benefits below.
2. For the Oakdale Rodeo being held on April 11-12, 2020 at the Oakdale Saddle Club.

to display Sponsor's sign in arena for one full year which will be visible at all events held on the OSC grounds.

to provide a 1/2 page color space for advertisement in the souvenir program.

to provide four general admission tickets for Sunday's performance.

to provide one parking pass

to provide four passes to the sponsor hospitality tent

to recognize sponsor on oakdalerodeo.com

to recognize sponsor on the Oakdale Rodeo Facebook Page

to recognize in program and on scoreboard as Silver Level Sponsor

Payment

3. Sponsor will provide \$ 1,000 to OSC by March 10, 2020, to be sent to Oakdale Saddle Club c/o Jami Terra, P.O. Box 1436, Oakdale, Ca 95361
4. Sponsor will provide advertisement by March 10, 2020 to jterra@oakdalerodeo.com unless other arrangements are specified.
5. Sponsor will provide a (4'x8') arena sign.
6. Sponsor will provide OSC with logo for website.

Term Limits- This contract will expire one year from the date of signing

Agreed and signed by the parties as follows:

Signed for OSC

Position _____ Date _____

Signed for the Sponsor

Position _____ Date _____

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 10
APN: N/A

SUBJECT: APPROVE PURCHASE OF ONE (1) PORTABLE AUGER WITH ACCESSORIES FROM UNITED RENTALS (BUDGETED)

RECOMMENDED ACTION: Approve Purchase of One (1) Portable Auger with Accessories from United Rentals (Budgeted)

BACKGROUND AND/OR HISTORY:

The Support Services Department budgeted \$5,000.00 for the purchase of a portable auger and accessories. The portable auger would primarily be utilized by the District SCADA Department staff for the installation of foundations for meter backboards, Rubicon pedestals and other SCADA related infrastructure. Support Services staff received quotes from three separate vendors, with United Rentals being the lowest quote.

This was an anticipated expenditure and was included in the 2020 Budget.

FISCAL IMPACT: \$4,679.63 total (Budgeted \$5,000.00)

ATTACHMENTS:

- Quote Summary & Quotes
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

REQUESTED BY Scot
JOB _____
SITE _____

**OAKDALE
IRRIGATION
DISTRICT
MATERIAL QUOTES**

DATE 2-19-2020
PO # _____
REQ # _____
ACCT # 15183-00

[illegible]

COMMENT:



BRANCH 83D
4600 SALIDA BLVD
SALIDA CA 95368
209-545-5444
209-545-1444 FAX



EQUIPMENT SALE QUOTE

178482209

Job Site

OID - NEW EQUIPMENT
1205 E F ST
X:WILL@UPDATE
OAKDALE CA 95361-4112
Office: 209-847-0341 Cell: 209-847-0341

OAKDALE IRRIGATION DISTRICT
1205 E F ST
OAKDALE CA 95361-4112

Customer # : 639312
Quote Date : 01/29/20

UR Job Loc : 1205 E F ST, OAKDALE
UR Job # : 17
Customer Job ID:
P.O. # : NEW 1 MAN AUGER
Ordered By : DAVID SKOKAN
Written By : CHRISTINE MIDDLETON
Salesperson : CHRISTINE MIDDLETON

**This is not an invoice
Please do not pay from this document**

| Qty | Equipment # | Price | Amount |
|--------------|---|-------------|------------|
| 1 | 2903010 CC: 290-3010 AUGER GAS 1 MAN NEW RICE HYDRO #DIRTDAWG-9HON-T | 3665.00 | 3665.00 |
| 1 | 2903060 CC: 290-3060 AUGER BIT 6" | 240.00 | 240.00 |
| 2 | 2903705 CC: 290-3705 NEW BIT AUGER-6-CS-36 AUGER BIT EXTENSION 12" | 60.00 | 120.00 |
| 1 | 2903700 CC: 290-3700 AUGER BIT EXTENSION 24" | 68.00 | 68.00 |
| 1 | 2903710 CC: 290-3710 AUGER BIT EXTENSION 36" | 75.00 | 75.00 |
| 1 | AUGER-EXT-78X12 AUGER-EXT-78X24 AUGER-EXT-78X36 | | |
| SALES ITEMS: | | | |
| Qty | Item number | Stock class | Unit |
| 1 | FR NEW EQUIP | MCI | EA |
| | FREIGHT NEW EQUIP SALE | | |
| | UM: (EA) EACH | | |
| | *** APPROXIMATE FREIGHT | | |
| | | | Price |
| | | | 150.00 |
| | | | Amount |
| | | | 150.00 |
| | | | |
| | | | Sub-total: |
| | | | 4318.00 |
| | | | Tax: |
| | | | 361.63 |
| | | | Total: |
| | | | 4679.63 |

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



Try Prime

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Hello
Select your address

Today's Deals Best Sellers Find a Gift

Industrial & Scientific

Lab

Test & Measurement

Safety

Janitorial & Facilities

Food Service Education

Material Handling

Materials

Metalworking



Deals for Valentine's Day



Your medication, delivered



Learn more

Industrial & Scientific > Hydraulics, Pneumatics & Plumbing > Pumps & Accessories

by Rice Hydro

Rice Hydro DIRTDAWG-9HON-T Hole Digger/Earth Auger, Honda 9 hp with Kill Switch

1 rating

Price: ~~\$4,556.97~~ FREE Scheduled Delivery

New (2) from ~~\$4,556.97~~ + FREE Shipping

Specifications for this item

| | |
|----------------------------|-----------------------------|
| Body Material | Stainless Steel |
| Brand Name | Rice Hydro |
| For use with what product? | Digging in hard rocky soils |
| Included Components | Post Hole Digger |
| Item Weight | 330 pounds |
| Model Number | DIRTDAWG-9HON-T |



Share

~~\$4,556.97~~

FREE Scheduled Delivery

Usually ships within 5 to 7 days.

Qty: 1

Add to Cart

Buy Now

Ships from and sold by Amazon.com.

Scheduled delivery

Delivery will be scheduled during checkout. Signature required.

The first available delivery date is **Monday, February 24, 9:00 am - 12:00 pm.**

Add gift options

Click image to open expanded view

David Skokan

From: toolfetch.com <andrew@toolfetch.com>
Sent: Tuesday, February 11, 2020 12:56 PM
To: David Skokan
Subject: Toolfetch: Estimate #E60243-oid345



Toolfetch
105 Fairview Park Drive
Elmsford NY 10523
United States
800-508-4735
www.toolfetch.com

Bill To
D Skokan
Oakdale Irrigation District
1205 East F Street
Oakdale CA 95361
United States

Ship To
D Skokan
Oakdale Irrigation District
1205 East F Street
Oakdale CA 95361
United States

Estimate

Date 2/5/2020
Estimate # E60243-oid345
Expires 3/6/2020
Exp. Close 2/5/2020
Sales Rep Andrew Brown Andrew Brown
Ship Via Freight

| Item | Quantity | Description | Options | Rate | Amount |
|------------------|----------|---|---------|-------------------------|-------------------|
| DIRTDAWG-9HON-T | 1 | Rice Hydro DIRTDAWG-9HON-T One-Man Hydraulic Torque Towable Post Hole Digger w/ 9 HP Honda | | 3,905.00 | 3,905.00 |
| auger-ext-7/8x12 | 1 | Rice Hydro Auger Auger-ext-7/8x12 | | 55.00 | 55.00 |
| Auger-Ext-7/8x24 | 1 | Rice Hydro Auger-Ext-7/8x24 | | 60.00 | 60.00 |
| Auger-EXT-7/8x36 | 1 | Rice Hydro Auger-EXT-7/8x36 | | 68.00 | 68.00 |
| Auger-6-CS-36 | 1 | Rice Hydro Auger-6-cs-36 Auger 6" Diameter X 36" Length Bit Fence Post Hole Digging For Dirt dawg | | 235.00 | 235.00 |
| | | | | Subtotal | 4,323.00 |
| | | | | Shipping Cost (Freight) | 350.00 |
| | | | | Total | \$4,673.00 |

Please contact me with any questions regards, andrew 914-721-0376

TAX 362.05
15,035.05

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 11
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 101 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR ON-CALL PROFESSIONAL SURVEYING SERVICES

RECOMMENDED ACTION: Approve Work Release No. 101 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for On-call Professional Surveying Services and Authorize General Manager to Execute

BACKGROUND AND/OR HISTORY:

Oakdale Irrigation District (District) has been utilizing the services of Giuliani & Kull (G&K) since 2009 for a wide range of tasks including professional surveying services. The purpose of Work Release No. 101 is to authorize G&K to provide on-call professional surveying services as identified by the District. Surveying services include field surveying, staking services, boundary and easement route survey, easement legal description and plat and other associated professional surveying services.

Work Release No. 101 will authorize Giuliani & Kull, Inc. to provide on-call professional surveying services to the District on a Time and Material basis using the Hourly Rates in accordance with 2009-PSA-015 for a Not to Exceed Amount of \$50,000.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 101 for on-call professional surveying services.

FISCAL IMPACT: Not to Exceed Amount - \$50,000.00

ATTACHMENTS:

- Work Release No. 101
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release #101

On-Call Surveying Services

Background

Oakdale Irrigation District (District) has been utilizing the services of Giuliani & Kull (G&K) since 2009 for a wide range of tasks including surveying services. The purpose of Work Release No. 101 is to authorize G&K to provide on-call surveying services as identified by the District. Surveying services include field surveying, staking services, boundary and easement route survey, easement legal description and plat and other associated surveying services.

Scope of Work

Work Release No. 101 authorizes a Not to Exceed budget for G&K to perform surveying services on a time and material basis. As such, there is not a specific scope of work. Specific services and schedules will be defined and agreed to by the District and G&K prior to initiating work.

Contractually, G&K's contact will be Mr. Eric Thorburn, Water Operations Manager & District Engineer. Mr. Thorburn can be reached at his direct office number, (209) 840-5525.

Fee for Surveying Services

Pricing to perform the Scope of Work described above for On-Call Surveying Services will be on a Time & Materials basis using the Hourly Rates in accordance with 2009-PSA-015 with a Not-to-Exceed Amount as follows.

| | | |
|-----------------------------------|------------------------------|---------------------|
| On-Call Surveying Services | Not to Exceed Amount: | \$ 50,000.00 |
|-----------------------------------|------------------------------|---------------------|

Terms and Conditions:

All Terms and Conditions for Work Release No. 101 will remain in effect as identified in the **Professional Services Agreement 2009-PSA-015**.

Oakdale Irrigation District

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

Giuliani & Kull, Inc.

By: _____
Name: Bill Kull
Title: President
Date: _____

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 12
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 054 TO GENERAL SERVICES AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR CUTTING, BENDING, AND PLACEMENT OF REBAR FOR ONE (1) EA. STANDARD DROP STRUCTURE LOCATED ON THE BRICHETTO LATERAL

RECOMMENDED ACTION: Approve Work Release No. 054 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for Cutting, Bending and Placement of Rebar for One (1) ea. Standard Drop Structure and Authorize General Manager to Execute

BACKGROUND AND/OR HISTORY:

Northern Steel, Inc. will furnish all necessary labor, tools, equipment, transportation, and materials for the cutting, bending and placement of rebar for one (1) ea. standard drop structure located on the Brichetto Lateral. The Work will be performed on a lump sum basis and completed by March 1, 2021.

Staff recommends that the Board authorize the General Manager to execute the Work Release No. 054 for General Services Agreement 2013-GSA-032 for the furnishing, cutting, bending, and placement of rebar. For the inclusions and exclusions see the attached Exhibit "A" for details.

FISCAL IMPACT: \$7,720.00

ATTACHMENTS:

- Work Release No. 054 w/ Exhibit A
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release No. 054

**Supply Rebar and Tie in Place for One (1) ea.
Standard Drop Structure located on the
Brichetto Lateral Drop 11 – OID #2020-003**

Scope of Work

Furnish all necessary labor, tools, equipment, transportation, and materials for the supply, cutting, bending, and tying in place of rebar for one (1) ea. standard drop structure located on the Brichetto Lateral. The price will include two field trips per structure to complete the Scope of Work. The Work will be performed for a Lump Sum amount based on discussions and drawings previously provided to Northern Steel, Inc.

Lump Sum Amount: \$7,720.00

See Exhibit "A" for terms, disclaimers, inclusions and exclusions.

Schedule

The Schedule will be for the Work to be performed and completed before March 1, 2021. The OID contact will be Mr. Jason Jones, Support Services Manager who will coordinate the work. Mr. Jones can be contacted at his office, the telephone number is (209) 840-5535, or at his cell phone number (209) 495-3672.

Terms and Conditions

All Terms and Conditions identified in **General Services Agreement 2013-GSA-032** will remain in effect for Work Release No. 054.

All work over \$1,000.00 will be at prevailing wage rates.

Oakdale Irrigation District

Northern Steel, Inc.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: Michael Jackson

Title: General Manager

Title: CFO

Date: _____

Date: _____

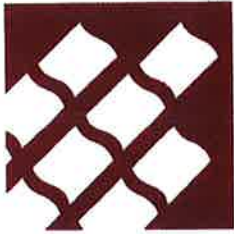


Exhibit "A"
NSI
NORTHERN STEEL, INC.

1636 Culpepper Ave.
Modesto, CA 95351
p: 209-527-7934
f: 209-527-8765
northernsteel@gmail.com

Customer: Oakdale Irrigation District
1205 East "F" Street
Oakdale, CA 95361

Date: 1/24/2020

Job Name: Brichetto Lateral D11 Replacement

Plan Date:

Addenda:

BID PROPOSAL

| Material & Labor Price | Total |
|---|----------|
| Tied in place Brichetto Lateral Drop 11 Replacement | 7,720.00 |

TERMS: This bid is good for 30 days. Payment terms are 30 days from billing for labor performed and materials consumed or delivered to job site. Past due accounts will be charged a finance charge at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%. No retention is to be held more than 30 days after installation is complete. This page must be included as an addendum to any contract you provide. All applicable taxes are included. We are union signatories.

Total \$7,720.00

EXCLUSIONS: Unless specified in the description, all of the following are excluded from the cost of this bid: C.J. Dowels, masonry reinforcement, light pole footings, welding, welded bars, pour watchman, rebar guards, labor on existing reinforcement, cost of bonds, liquidated damages, city/ county standards reinforcement, reinforcement not shown on bid plans, testing, inspection, drilling, grouting, misc. iron, engineers allowance, galvanized or epoxy coated rebar, anchor bolt ties, pre-cast reinforcement, threaded rods, inserts, mechanical couplers, and rebar protection. Where other trades' connections go through footing, rebar and labor needed to install will be extra. Unless specified, NO SITE WORK IS INCLUDED.

CONTRACTOR PROVIDES: Lines, grades, templates, scaffold, hoisting, lowering, clear access to structures, lay down area within 50' of each structure, safe working environment, layout (including layout of masonry dowels), wooden templates for dowels, field measurements, clear access to excavations (no doubling up of forms; added time will be billed as an extra).

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 13
APN: N/A

SUBJECT: APPROVE AMENDMENT NO. 07 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-002 WITH CH2M FOR REVISED HOURLY RATE SCHEDULE

RECOMMENDED ACTION: Approve Amendment No. 07 to Professional Services Agreement 2009-PSA-002 with CH2M for Revised Hourly Rate Schedule and Authorize General Manager to Execute

BACKGROUND AND/OR HISTORY:

The District has a Professional Services Agreement (PSA) with CH2M. It is anticipated that CH2M will continue to provide technical support for the District. The Exhibit "B" Hourly Rate Schedule to the Professional Services Agreement has been revised and is attached for the Board's review along with a rate schedule summary. Rates will be effective January 1, 2020 and on average have increased 2.97% over the 2019 Rates.

Staff recommends that the Board approve Amendment No. 07, effective January 1, 2020 and authorize the General Manager to execute Amendment No. 07 to amend Professional Services Agreement 2009-PSA-002.

FISCAL IMPACT: Unknown at this time

ATTACHMENTS:

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

Board Motion:

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

VOTE:

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

Action(s) to be taken:



**OAKDALE IRRIGATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
2009-PSA-002, AMENDMENT NO. 07**

WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, made this 1st day of January, 2020, by and between Oakdale Irrigation District, hereinafter called the "District" and CH2M, hereinafter called the "Contractor" agrees to furnish at its own expense, all the labor, equipment and material necessary to do and perform in a good and workmanlike manner all the necessary work as needed by Owner per this AMENDMENT.

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

1. Revise the Hourly Billing Rate Schedule to reflect the rates for the year 2020 as in the attached Exhibit "B" REVISED.

There are no other changes to the Professional Service Agreement. All Terms and Conditions of the original Professional Services Agreement 2009-PSA-002 remain the same for this Amendment.

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

OAKDALE IRRIGATION DISTRICT

CH2M

Steve Knell, P.E.
General Manager

Greg Eldridge, P.E.
Vice President

Date: _____

Date: _____

CH2M HILL
District Engineer Rates
Professionals and Technicians*
2020 Hourly Billing Rates**

| Classification | Rate |
|-----------------------------|--------------|
| Principal | \$246 |
| Senior Professional | \$238 |
| Project Professional | \$205 |
| Staff Professional 2 | \$177 |
| Staff Professional 1 | \$144 |
| Technician | \$156 |
| Office Support | \$112 |

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2020 through December 31, 2020

A markup of 10% shall be applied to Subcontractors

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services

| Classification | 2016 | 2017 | 2018 | 2019 | 2020 | Increase over 2019 |
|----------------------|-------|-------|-------|-------|-------|-----------------------|
| Principal | \$218 | \$225 | \$232 | \$239 | \$246 | 2.93% |
| Senior Professional | \$211 | \$217 | \$224 | \$231 | \$238 | 3.03% |
| Project Professional | \$182 | \$187 | \$193 | \$199 | \$205 | 3.02% |
| Staff Professional 2 | \$157 | \$162 | \$167 | \$172 | \$177 | 2.91% |
| Staff Professional 1 | \$128 | \$132 | \$136 | \$140 | \$144 | 2.86% |
| Technician | \$139 | \$143 | \$147 | \$151 | \$156 | 3.31% |
| Office Support | \$100 | \$103 | \$106 | \$109 | \$112 | 2.75% |
| Average | | | | | | 2.97% |

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 14
APNs: 130-007-041/042

SUBJECT: APPROVE THE QUITCLAIM OF THE RIGHTS OF WAY RESERVED WITHIN DEED WITH INSTRUMENT NO. 1942-3499 (APNS: 130-007-041/042 – CASTILLO/ TALAMANTES)

RECOMMENDED ACTION: Approve the Quitclaim of the Rights of Way Reserved within Deed with Instrument No. 1942-3499 (APNS: 130-007-041/042 – Castillo / Talamantes)

BACKGROUND AND/OR HISTORY:

The Oakdale Irrigation District (OID) received a request (attached) to review the possibility of quitclaiming the rights of way on APN: 130-007-041 as reserved within that certain deed with Instrument No. 1942-3499, recorded March 9, 1942 in the Office of the Stanislaus County Recorder (Deed). The legal description of the Deed includes a portion of APN: 130-007-042 as well, and therefore OID staff also reviewed that parcel at this time. Staff has determined that the parcels noted above do not have any existing OID facilities onsite and are located within the limits of the City of Oakdale. Given there are no existing facilities and there is no need now or in the future to convey irrigation or drainage onto or through the parcels noted above, the rights of way reserved within that deed are operationally unnecessary and the quitclaim of said rights of way will not be detrimental to the operations of OID. OID staff recommends that the Board of Directors (Board) formally quitclaim said rights of way as reserved through that deed within the parcel noted above by Resolution and Quitclaim Deed (attached).

FISCAL IMPACT: Staff time for document preparation.

ATTACHMENTS:

- Quitclaim Request
 - Quitclaim Deeds (2) with Project Site Maps
 - Quitclaim Resolutions (2)
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT

REQUEST FOR INFORMATION

Received

Oakdale ID
Counter

NAME: Veronica Castillo. DATE: 1-27-2020

Business Name, if applicable: _____

Address: 338 Church Ave APN: 130-07-041
Oakdale CA 95361

Home Telephone Number: _____ Fax Number: _____

Daytime Telephone Number (if different from above) _____

Briefly explain your question(s) as they pertain to Oakdale Irrigation District Policy, Infrastructure, Rights-of Way, Easements, etc., in the space provided below:

Request quick claim of abandonment of easement
recorded OI.D recorded March 9th 1942 with instrument
number 3499

[NOTE: Oakdale Irrigation District will endeavor to meet your needs as soon as possible. However, OID policy states that all written inquiries will be responded to within thirty (30) working days from the date of the request. Duplication costs are \$.25 per page.]

FOR OFFICIAL USE ONLY

Issued To (name/department): Engineering

Issued By (name/department): Administration

Date Issued: 01-27-20 Date Information Provided: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

MAIL TAX STATEMENTS TO:

Veronica Castillo
338 Church Avenue
Oakdale, CA 95361

APN: 130-007-041

Revenue and Tax Code 11911
Documentary Transfer \$0.00
[] computed on full value of property conveyed, or
[] computed on full value less liens & encumbrances
remaining hereon at time of sale.

Signature of declarant or agent determining tax-firm
name.

QUITCLAIM DEED

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Veronica R. Castillo, any interest in all rights of way reserved within that certain Deed with Instrument No. 1942-3499, recorded March 9, 1942 in the Office of the Stanislaus County Recorder. The parcel noted above is as shown on the Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on March 3, 2020, as shown in the Resolution attached hereto as Exhibit "A".

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President

Date

Steve Knell, P.E., Secretary

Date

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On _____ before me _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature (Seal)

CERTIFICATE OF ACKNOWLEDGMENT

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

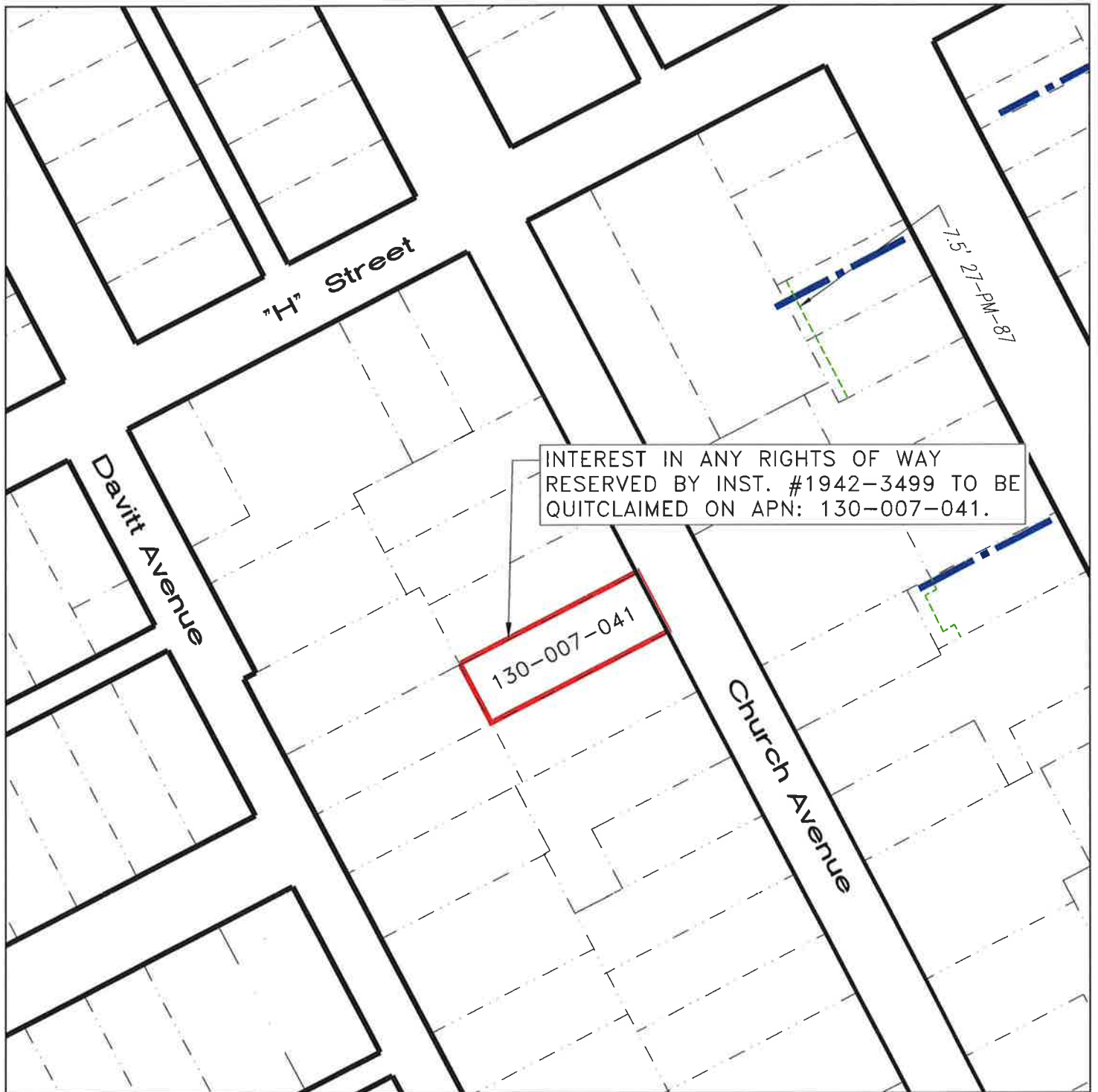
State of California
County of Stanislaus

On _____ before me _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature (Seal)



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PARCEL SITE MAP
QUITCLAIM OF RIGHTS OF WAY
APN: 130-007-041



DATE: Jan. 29, 2020
DRAWN BY: ECS
CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE
SHEET 1 of 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

MAIL TAX STATEMENTS TO:

Kimberly Talamantes
346 Church Avenue
Oakdale, CA 95361

APN: 130-007-042

Revenue and Tax Code 11911
Documentary Transfer \$0.00
[] computed on full value of property conveyed, or
[] computed on full value less liens & encumbrances
remaining hereon at time of sale.

Signature of declarant or agent determining tax-firm
name.

QUITCLAIM DEED

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, Kimberly Talamantes, any interest in all rights of way reserved within that certain Deed with Instrument No. 1942-3499, recorded March 9, 1942 in the Office of the Stanislaus County Recorder. The parcel noted above is as shown on the Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on March 3, 2020, as shown in the Resolution attached hereto as Exhibit "A".

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President

Date

Steve Knell, P.E., Secretary

Date

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Stanislaus

On _____ before me _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature (Seal)

CERTIFICATE OF ACKNOWLEDGMENT

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

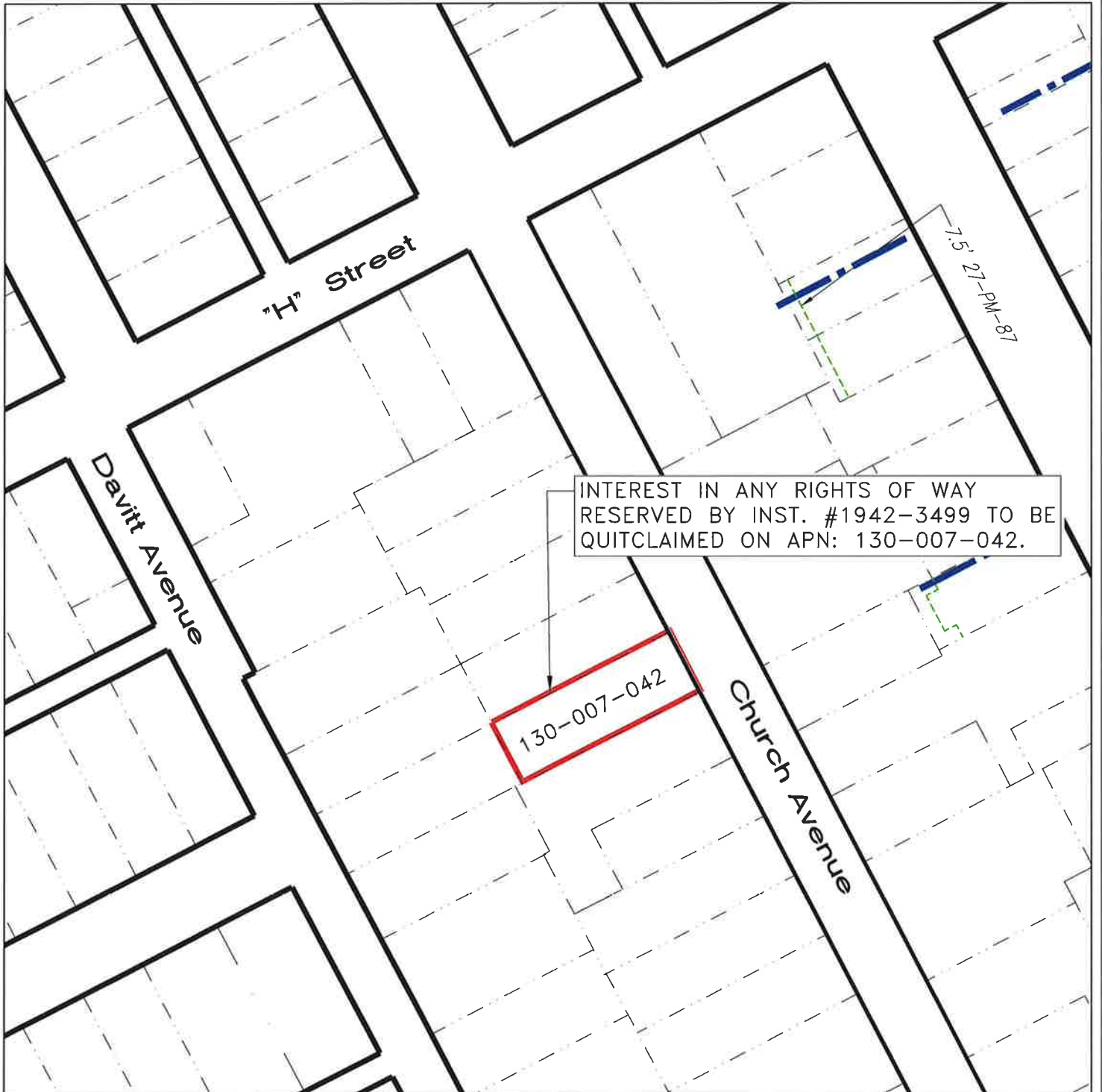
State of California
County of Stanislaus

On _____ before me _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature (Seal)



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PARCEL SITE MAP
QUITCLAIM OF RIGHTS OF WAY
APN: 130-007-042



DATE: Jan. 29, 2020
DRAWN BY: ECS
CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE
SHEET 1 of 1

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

**AUTHORIZING QUITCLAIM DEED TO
VERONICA T. CASTILLO**

APN: 130-007-041

WHEREAS, a Deed with Instrument No. 1942-3499, recorded March 9, 1942 in the Office of the Stanislaus County Recorder (Deed), is situated in the City of Oakdale, lying in the County of Stanislaus, inclusive of, but not necessarily limited to the parcel noted above, is bounded and more particularly described as: a portion of Lot C-4, in Block 85, City of Oakdale, according to the official map or plat thereof; and

WHEREAS, the Deed reserved the Oakdale Irrigation District rights of way for existing roads, ditches, canals, drains; and

WHEREAS, the Deed reserved the Oakdale Irrigation District rights of way for the purpose of constructing, maintaining and/or operating an irrigation or drainage ditch or a pipeline, and to flow water therein; and

WHEREAS, the rights reserved within the Deed have been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

WHEREAS, Oakdale Irrigation District has no plan to expand existing irrigation or drainage facilities within the City of Oakdale, including the parcel noted above, has no need to reserve the rights of way as granted in Deed, and quitclaim of any interest those reserved rights of way will not impact the operations of the Oakdale Irrigation District.

NOW THEREFORE BE IT RESOLVED, that any interest in the rights of way reserved to the Oakdale Irrigation District within that certain Deed with Instrument No. 1942-3499, recorded March 9, 1942 in the Office of the Stanislaus County Recorder, be quitclaimed to the titled owner of said parcel, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this third day of March, 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President

Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

**AUTHORIZING QUITCLAIM DEED TO
KIMBERLY TALAMANTES**

APN: 130-007-042

WHEREAS, a Deed with Instrument No. 1942-3499, recorded March 9, 1942 in the Office of the Stanislaus County Recorder (Deed), is situated in the City of Oakdale, lying in the County of Stanislaus, inclusive of, but not necessarily limited to the parcel noted above, is bounded and more particularly described as: a portion of Lot C-4, in Block 85, City of Oakdale, according to the official map or plat thereof; and

WHEREAS, the Deed reserved the Oakdale Irrigation District rights of way for existing roads, ditches, canals, drains; and

WHEREAS, the Deed reserved the Oakdale Irrigation District rights of way for the purpose of constructing, maintaining and/or operating an irrigation or drainage ditch or a pipeline, and to flow water therein; and

WHEREAS, the rights reserved within the Deed have been reviewed by the District Engineering Department and Water Operations Department and determined to be operationally unnecessary; and

WHEREAS, Oakdale Irrigation District has no plan to expand existing irrigation or drainage facilities within the City of Oakdale, including the parcel noted above, has no need to reserve the rights of way as granted in Deed, and quitclaim of any interest those reserved rights of way will not impact the operations of the Oakdale Irrigation District.

NOW THEREFORE BE IT RESOLVED, that any interest in the rights of way reserved to the Oakdale Irrigation District within that certain Deed with Instrument No. 1942-3499, recorded March 9, 1942 in the Office of the Stanislaus County Recorder, be quitclaimed to the titled owner of said parcel, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this third day of March, 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President

Steve Knell, P.E., Secretary

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 15
APN: 063-028-024

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

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

BACKGROUND AND/OR HISTORY:

Annual Discharge Agreements are required to permit the owner of the parcel noted above to discharge water from the property into the OID Riverbank Lateral. The recommended 2020 Discharge Agreement fee, a total of \$2,080.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the discharge all year. Staff recommends approval of the attached 2020 Agreement as drafted.

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

ATTACHMENTS:

- Discharge Agreement with Sconza Candy Company

Board Motion:

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

VOTE:

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

Action(s) to be taken:

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

This Agreement is made and entered into as of the 3rd day of March, 2020, by and between Oakdale Irrigation District ("DISTRICT") and Sconza Candy Company ("SCONZA").

W I T N E S S E T H

RECITALS:

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

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

I. Definitions

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

II. Flow

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

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

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

III. Water Quality

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

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

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

IV. **Monitoring**

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

V. **Warranties**

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

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

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

VI. Maintenance and Operations

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

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

VII. **Use of Irrigation System**

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

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

VIII. Defense, Indemnification, Liability and Damages

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

IX. Payment

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

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

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

X. Termination

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

XI. Assignment

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

XII. Term

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

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

XIII. Miscellaneous Provisions

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

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

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

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

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

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

SCONZA CANDY COMPANY

Ronald Sconza
President and CEO

Date

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/ Secretary

Date

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 16
APN: 062-010-026

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

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

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Langworth Pipeline. The recommended 2020 Storm Drainage Agreement fee, a total of \$285.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2020 Agreement as drafted.

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

ATTACHMENTS:

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

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 062-010-026

STORM DRAINAGE AGREEMENT ON THE LANGWORTH PIPELINE

THIS STORM DRAINAGE AGREEMENT executed this THIRD day of MARCH, 2020 by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and GORDON BRAKER PLUMBING CONTRACTOR INC., hereinafter referred to as "OWNER" sets forth agreements as follows:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Storm Drainage Agreement on March 3, 2020.

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

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

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

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

I. **Definitions**

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

II. **Flow**

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

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

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

III. **Water Quality**

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

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

IV. **Monitoring**

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

V. **Warranties**

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

VI. **Maintenance and Operations**

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

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

VII. Use of Conveyances

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

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

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

VIII. Defense, Indemnification, Liability and Damages

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

IX. Payment

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

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21 week winter period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to \$285.00 for 2020.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.
3. This Agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. Termination

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

XI. Assignment

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

XII. Term

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

XIII. Miscellaneous Provisions

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

OWNER

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

DISTRICT

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

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

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

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Thomas D. Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

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

Wade Braker, Owner
Gordon Braker Plumbing Contractor, Inc.

Date

EXHIBIT "A"

Legal Description of Subject Property

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

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

End of Description

APN: 062-010-026

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 17
APN: 006-012-081

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

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

BACKGROUND AND/OR HISTORY:

Annual Storm Drainage Agreements are required to permit the owner of the parcel noted above to discharge storm water from the property into the OID Reed Pond. The recommended 2020 Storm Drainage Agreement fee, a total of \$285.00, reflects the current Miscellaneous Rates Model for In-District property and is based on the estimated time required for OID Staff to manage the drainage during the winter months. Staff recommends approval of the attached 2020 Agreement as drafted.

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

ATTACHMENTS:

- Storm Drainage Agreement with River Oak Grace Church
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 006-012-081

STORM DRAINAGE AGREEMENT ON THE REED POND

THIS STORM DRAINAGE AGREEMENT executed this THIRD day of MARCH, 2020, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and RIVER OAK GRACE COMMUNITY CHURCH, hereinafter referred to as "OWNER" sets forth agreements as follows:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for a Storm Drainage Agreement on March 3, 2020.

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

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

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

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

I. **Definitions**

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

II. **Flow**

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

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

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

III. **Water Quality**

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

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

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

IV. **Monitoring**

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

V. **Warranties**

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

VI. Maintenance and Operations

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

VII. Use of Conveyances

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

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

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

VIII. Defense, Indemnification, Liability and Damages

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

IX. Payment

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

1. The annual fee is calculated using 0.25 Agricultural Water Hours per week over a 21-week winter period, 2 Admin/Management hours, and 0.5 Accounting hours plus "overhead" for In-District property which equates to \$285.00 for 2020.
2. Discharge fees will be calculated annually and are subject to change based on annual salary adjustments and changes to overhead.
3. This Agreement shall be renewed on or before March 1 of each year, and payment shall be received in accordance with the invoice generated thereafter.

X. Termination

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

XI. Assignment

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

XII. Term

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

XIII. Miscellaneous Provisions

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

OWNER

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

DISTRICT

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

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

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

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Thomas D. Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

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

Korey Buchanek, Senior Pastor

Date

Carl T. Price, Elder Board Chairman

Date

Valliant Kenney, Elder Board Secretary

Date

Al Houchens, Elder Board Treasurer

Date

EXHIBIT "A"

Legal Description of Subject Property

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

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

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

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

End of Description

APN: 006-012-081



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF MARCH 3, 2020

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 18
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO PROVIDE STAFF DIRECTION ON 5-YEAR OUT-OF-DISTRICT WATER SALE PROGRAM

RECOMMENDED ACTION: Staff Recommends the Continuation of Annual Out-of-District Contracts In-Lieu of a 5-Year Out-of-District Water Sale Program

BACKGROUND AND/OR HISTORY: Staff has completed the interviews of the 44 applicants which submitted Solicitation of Interest Forms in a proposed 5-year out-of-district water program being considered by OID. The solicitation period for the program closed on September 30, 2019. Interviews were held beginning in mid-October by staff and completed in early January. Results of the interviews indicate there are 4 distinct Groups;

Group 1 comprises about 4,800 net irrigated acres divided amongst 12 individual landowners who submitted 16 applications.

- Group 1's distinction is that they are currently taking OID water or have the ability to and are irrigated parcels next to an OID delivery canal/lateral or connected creek.
- No new turnouts would need to be constructed so little-to-no CEQA impacts are anticipated from their continuation of taking OID water.

Group 2 comprises about 2,000 net irrigated acres divided amongst 9 individual landowners who submitted 9 applications.

- Group 2's distinction is that they are directly adjacent to an OID canal/lateral or connected creek and some are currently taking OID water.
- New turnouts are being requested or are required and some minor construction would be required outside OID's rights of way. However, minimal potential for significant CEQA impacts is anticipated to deliver them water.

Group 3 comprises about 7,000 net irrigated acres divided amongst 19 individual landowners who submitted 21 applications.

- Group 3's distinction is that significant construction work would be required outside OID's rights of way to deliver water to these parcels. Increased potential for significant CEQA impacts to occur with these construction activities would likely involve an extensive EIR.

Group 4 comprises about 3,400 net irrigated acres divided amongst 8 individual landowners who submitted 10 applications.

- Group 4's distinction is that most fall outside the eligibility requirements established by the Board, that being the applicant's ground must be planted as of August 2018. Others are not anticipated to move forward due to their fringe parcel status or the cost/feasibility of a connection.

The challenge before OID, as we anticipated, is that there are more lands needing water outside OID's service area than OID has capacity to serve, which leads to some decisional guidance being needed by the Board if it wishes to proceed to the next step.

Water Operations estimates about 30,000-35,000 acre feet of surplus capacity exists in the OID canal system. OID's operational delivery efficiency is about 82% meaning the "net" delivery to the farmgate would be approximately 25,000-29,000 acre feet. Assuming 3.5 af/ac allocated for crop needs, that would allow somewhere between 7,000-8,000 additional acres to be served and be fairly confident of receiving a full water supply.

For logistics and costs, offering a 5-year OOD Agreement to just Groups 1 and 2, whose net irrigated acreage totals 6,800 acres, makes sense. Very simple CEQA compliance; all parcels currently or could be connected in short order, but is this the best choice?

Looking down the road in a SGMA environment and the likelihood of strategically managing in-lieu recharge on parcels pumping groundwater, some of Group 3 parcels and some parcels in Groups 1 and 2, offer more strategic advantages than others in each of those Groups. Does OID wish to prioritize those parcels now? Does OID wish to appear to be pre-selecting SGMA winners and losers without benefit of a detailed study to justify those selections? That in itself will be an extensive, costly and staff consuming document to prepare.

Similarly, does making 25,000 acre feet of water available to all three (3) Groups, 14,000 acres each getting 1.8 af/ac, make any better sense? At some point in the SGMA implementation process, that potentially places OID in a very awkward position of culling less strategic parcels out of water service in order to roll that water to other parcels, making them whole. As a Board, is that a position you wish OID to be in?

Besides all that, Governor Newsome's Framework Agreement for Voluntary Agreements presents another near-term dilemma on the Stanislaus River as a result of recent Federal actions affecting New Melones. How this plays out going forward does not bode well for any medium or long-term water commitments at this time.

The Stanislaus River Basin Plan (Basin Plan) being developed by SSJID and OID is progressing well. The Basin Plan will provide the two Boards with the tools to make informed decisions on how they will manage their available water supplies for the benefit of their constituents while understanding better the potential impacts of making multi-year long-term water commitments outside their Districts.

Staff recommends the continuation of annual out-of-district contracts. OID has the capacity to deliver well over 20,000 acre feet to currently connected out-of-district parcels if they so choose to take water. To date, despite this ability to take water from OID, only 3,000-5,000 acre feet is sold for that purpose.

FISCAL IMPACT: Dependent on Board Action

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 19
APN: N/A

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

RECOMMENDED ACTION: Adopt Resolution Declaring All Water Above an OID Allocation of 235,000 Acre Feet be Declared Surplus for WY 2020

BACKGROUND AND/OR HISTORY:

The purpose of declaring surplus water (when it's available) is supported by Water Code Section 22259 which states;

If its board deems it to be for the best interests of the district, a district may enter into a contract for the lease or sale of any surplus water or use of surplus not then necessary for use within the district, for use either within or without the district.

Such a declaration opens the door for an agency to then commit these surplus supplies to other reasonable and beneficial uses to the benefit of the agency. That hierarchy of uses for surplus water was determined by OID in its Guiding Principle Policy, adopted in 2007. This policy was reviewed June 4, 2019 with the Board. The priority for uses in that policy are outlined below;

When surplus water becomes available it shall be committed to meeting several priorities;

- a. to meet the Goals of the WRP (address federal, state issues)*
- b. to meet the economic needs of the District,*
- c. to insure the future water need for the city of Oakdale,*
- d. to increase opportunities for expansion within the sphere of influence*
- e. to meet other needs as determined by the Board*

OID's surplus water has been generated as a result of investments in modernization and rehabilitation of OID's infrastructure. Such investment has created conserved water that is now surplus to OID's needs. OID's investments in these works of improvement have been funded solely by revenues generated through the sale of OID's surplus water. Today, OID is viewed as one of the more modern, water efficient districts in the State providing a high level of customer service.

At the writing of this Staff Report the winter storm track into California has hit a stall pattern. Per current data available, Bulletin 120 predicts (posted Feb 19) at the 90% exceedance an April to June runoff of 290 TAF. Current inflow to-date into New Melones (Feb. 25) stands at 237 TAF for a total projected inflow of 527 TAF. If the storm track does not open up in the next few weeks, this number will continue to fall.

As a marker for this year's surplus water declaration, staff is requesting the Board declare that any water above an allocation of 235 TAF to OID be declared surplus to the needs of the District. This amount of water will encompass October's water use, the early start of the irrigation season and some higher ET crop water use that we may experience this year.

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution 2020-NIL
 - NOAA April/May/June Outlook
 - Bulletin 120 Water Supply Forecast Update (2/19/2020)
 - Daily CVP Water Supply Forecast
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

**DECLARATION SURPLUS WATER
WATER CODE SECTION 22259**

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

WHEREAS, current hydrologic conditions and forecasts were presented to the Board of Directors and considered by the Board of Directors in determining the availability of "surplus water;" and

WHEREAS, the precipitation in the Stanislaus Basin as of February 24, 2020 indicates that 67% of the average precipitation has already been received to date; and

WHEREAS, current inflow into New Melones as of February 24, 2020 is 237,000 acre feet and stands at 73% of average for this time of year, and

WHEREAS, DWR's Bulletin 120 Water Supply Forecast for the Stanislaus Basin estimates 290,000 acre feet of runoff, April thru June, at the 90% exceedance level, and

WHEREAS, these numbers combined indicates an anticipated runoff of 527,000 acre feet at the present time, and

WHEREAS, upon review by the Board of Directors of this information, the Board determined that the in-district water demand for 2020, which includes October's water usage, above average ET and the benefit of increased automation of OID's water delivery system, that there should be ample water to meet the OID's in-district water needs; and

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

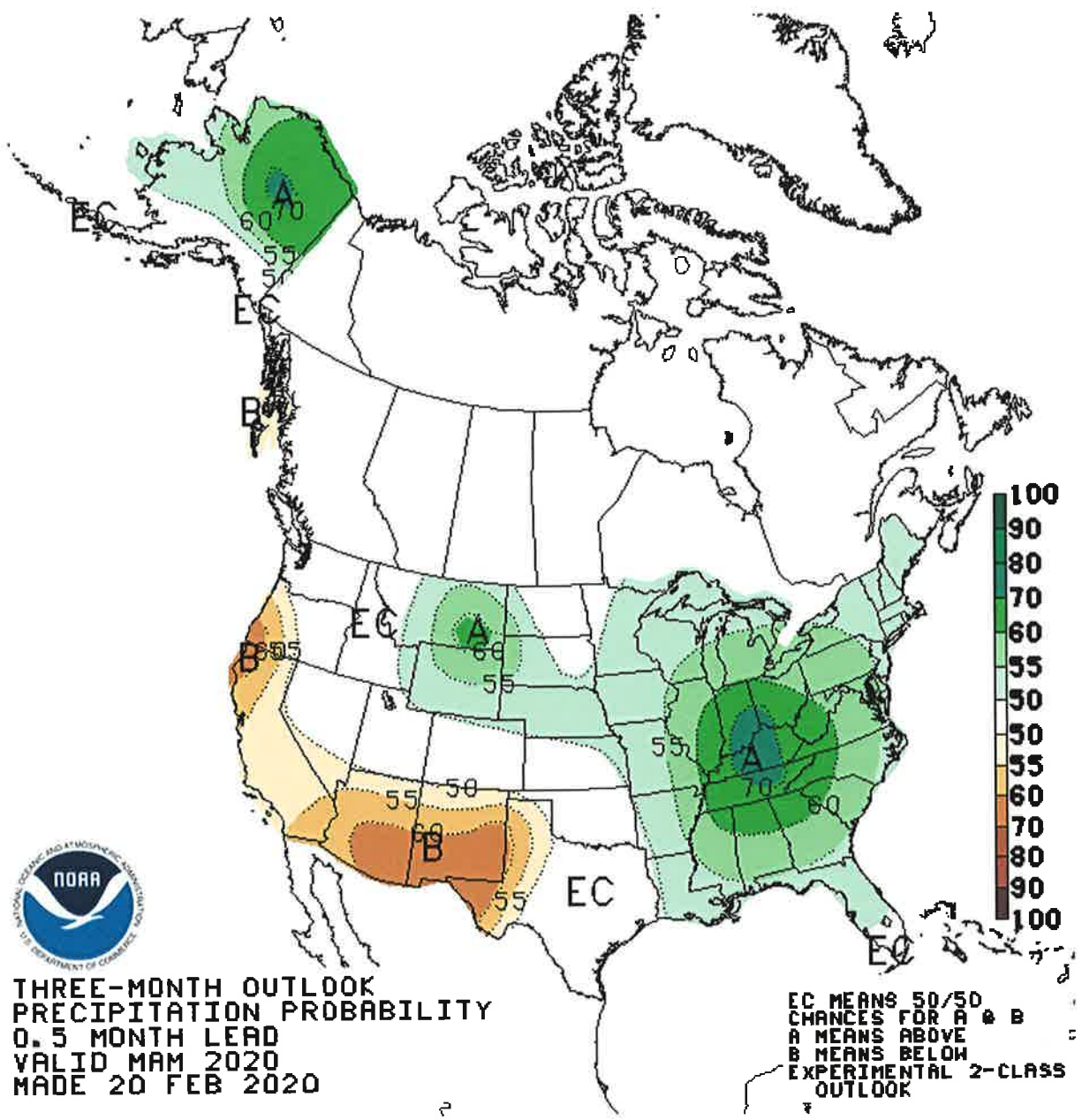
NOW, THEREFORE, the Board of Directors of the Oakdale Irrigation District declares all water above an allocation of 235,000 acre feet to be "surplus water" for use outside the service area for purposes as may be approved by the Board of Directors.

Upon motion of Director_____, seconded by Director_____, and duly submitted to the Board for its consideration, the above titled resolution was unanimously adopted this third day of March in the year 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary



UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. BUREAU OF RECLAMATION-CENTRAL VALLEY PROJECT-CALIFORNIA

DAILY CVP WATER SUPPLY REPORT

FEBRUARY 24, 2020

RUN DATE: February 25, 2020

RESERVOIR RELEASES IN CUBIC FEET/SECOND

| RESERVOIR | DAM | WY 2019 | WY 2020 | 15 YR MEDIAN |
|-------------|----------------|---------|---------|-----------------|
| TRINITY | LEWISTON | 299 | 298 | 305 |
| SACRAMENTO | KESWICK | 3,339 | 5,014 | 3,395 |
| FEATHER | OROVILLE (SWP) | 1,750 | 2,250 | 1,750 |
| AMERICAN | NIMBUS | 9,741 | 2,001 | 2,001 |
| STANISLAUS | GOODWIN | 1,507 | 2,005 | 356 |
| SAN JOAQUIN | FRIANT | 636 | 583 | 200 |

STORAGE IN MAJOR RESERVOIRS IN THOUSANDS OF ACRE-FEET

| RESERVOIR | CAPACITY | 15 YR AVG | WY 2019 | WY 2020 | % OF 15 YR AVG |
|-----------------|----------|-----------|---------|---------|-------------------|
| TRINITY | 2,448 | 1,593 | 1,680 | 2,021 | 127 |
| SHASTA | 4,552 | 3,137 | 3,496 | 3,552 | 113 |
| FOLSOM | 977 | 478 | 607 | 459 | 96 |
| NEW MELONES | 2,420 | 1,514 | 2,003 | 1,948 | 129 |
| FED. SAN LUIS | 966 | 685 | 905 | 508 | 74 |
| TOTAL NORTH CVP | 11,363 | 7,406 | 8,691 | 8,488 | 115 |
| MILLERTON | 520 | 301 | 370 | 293 | 97 |
| OROVILLE (SWP) | 3,538 | 2,087 | 1,962 | 2,255 | 108 |

ACCUMULATED INFLOW FOR WATER YEAR TO DATE IN THOUSANDS OF ACRE-FEET

| RESERVOIR | CURRENT WY 2020 | WY 1977 | WY 1983 | 15 YR AVG | % OF 15 YR AVG |
|-------------|--------------------|---------|---------|--------------|-------------------|
| TRINITY | 180 | 55 | 703 | 383 | 47 |
| SHASTA | 1,546 | 1,117 | 4,003 | 2,184 | 71 |
| FOLSOM | 483 | 157 | 2,204 | 960 | 50 |
| NEW MELONES | 237 | --- | 734 | 323 | 73 |
| MILLERTON | 315 | 98 | 1,090 | 329 | 96 |

ACCUMULATED PRECIPITATION FOR WATER YEAR TO DATE IN INCHES

| RESERVOIR | CURRENT WY 2020 | WY 1977 | WY 1983 | AVG (N YRS) | % OF AVG | LAST 24 HRS |
|---------------------------------|--------------------|---------|---------|----------------|-------------|----------------|
| TRINITY AT FISH HATCHERY | 11.40 | 6.47 | 32.32 | 22.15 (58) | 51 | 0.00 |
| SACRAMENTO AT SHASTA DAM | 24.31 | 7.82 | 61.82 | 41.87 (63) | 58 | 0.00 |
| AMERICAN AT BLUE CANYON | 29.60 | 11.54 | 65.39 | 44.23 (45) | 67 | 0.00 |
| STANISLAUS AT NEW MELONES | 12.13 | --- | 27.75 | 18.22 (42) | 67 | 0.00 |
| SAN JOAQUIN AT HUNTINGTON LK | 13.51 | 7.80 | 52.30 | 27.09 (45) | 50 | 0.04 |

B-120 Water Supply Forecast Update Summary (posted on 02/19/20 14:05)

Department of Water Resources
California Cooperative Snow Survey

WATER SUPPLY FORECAST UPDATE 2020 April-July Unimpaired Runoff

April-July Forecast Updates for February 2020 (in thousands of acre-feet):

| Watershed and Percentiles | Feb 1 | | Feb 11 | | Feb 18 | |
|--|-----------------|------|--------|------|--------|------|
| | AJ Vol | %Avg | AJ Vol | %Avg | AJ Vol | %Avg |
| Shasta Lake, Total Inflow | Average = 1,756 | | | | | |
| 90% Exceedance | 1,150 | 65% | 1,070 | 61% | 1,020 | 58% |
| 50% Exceedance | 1,420 | 81% | 1,340 | 76% | 1,300 | 74% |
| 10% Exceedance | 1,660 | 95% | 1,580 | 90% | 1,550 | 88% |
| Sacramento River, above Bend Bridge (near Red Bluff) | Average = 2,421 | | | | | |
| 90% Exceedance | 1,400 | 58% | 1,290 | 53% | 1,220 | 50% |
| 50% Exceedance | 1,800 | 74% | 1,690 | 70% | 1,610 | 67% |
| 10% Exceedance | 2,190 | 90% | 2,060 | 85% | 1,970 | 81% |
| Feather River at Oroville | Average = 1,704 | | | | | |
| 90% Exceedance | 750 | 44% | 630 | 37% | 590 | 35% |
| 50% Exceedance | 1,100 | 65% | 970 | 57% | 920 | 54% |
| 10% Exceedance | 1,460 | 86% | 1,300 | 76% | 1,230 | 72% |
| Yuba River near Smartsville | Average = 968 | | | | | |
| 90% Exceedance | 510 | 53% | 450 | 46% | 410 | 42% |
| 50% Exceedance | 720 | 74% | 650 | 67% | 610 | 63% |
| 10% Exceedance | 1,000 | 103% | 880 | 91% | 800 | 83% |
| American River, below Folsom Lake | Average = 1,199 | | | | | |
| 90% Exceedance | 600 | 50% | 520 | 43% | 480 | 40% |
| 50% Exceedance | 880 | 73% | 790 | 66% | 730 | 61% |
| 10% Exceedance | 1,240 | 103% | 1,100 | 92% | 1,000 | 83% |
| Mokelumne River, Inflow to Pardee Reservoir | Average = 457 | | | | | |
| 90% Exceedance | 250 | 55% | 210 | 46% | 190 | 42% |
| 50% Exceedance | 360 | 79% | 320 | 70% | 300 | 66% |
| 10% Exceedance | 490 | 107% | 420 | 92% | 390 | 85% |
| Stanislaus River, below Goodwin Res. (blw New Melones) | Average = 682 | | | | | |
| 90% Exceedance | 390 | 57% | 320 | 47% | 290 | 43% |
| 50% Exceedance | 480 | 70% | 410 | 60% | 380 | 56% |
| 10% Exceedance | 640 | 94% | 560 | 82% | 520 | 76% |
| Tuolumne River, below La Grange Res. (blw Don Pedro) | Average = 1,193 | | | | | |
| 90% Exceedance | 700 | 59% | 600 | 50% | 540 | 45% |
| 50% Exceedance | 860 | 72% | 760 | 64% | 700 | 59% |
| 10% Exceedance | 1,120 | 94% | 970 | 81% | 900 | 75% |
| Merced River, below Merced Falls (blw Lake McClure) | Average = 623 | | | | | |
| 90% Exceedance | 350 | 56% | 290 | 47% | 260 | 42% |
| 50% Exceedance | 420 | 67% | 360 | 58% | 330 | 53% |
| 10% Exceedance | 550 | 88% | 460 | 74% | 420 | 67% |
| San Joaquin River, below Millerton Lake | Average = 1,228 | | | | | |
| 90% Exceedance | 680 | 55% | 580 | 47% | 510 | 42% |
| 50% Exceedance | 880 | 72% | 770 | 63% | 690 | 56% |
| 10% Exceedance | 1,110 | 90% | 970 | 79% | 880 | 72% |

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 20
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT RESOLUTION APPROVING AGREEMENT FOR RELEASE OF WATER AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE AGREEMENT FOR RELEASE OF WATER BY AND AMONG THE OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT, THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

RECOMMENDED ACTION: Adopt Resolution Approving Agreement for Release of Water and Authorizing the General Manager to Execute the Agreement Upon Receipt of Final Terms and Pricing

BACKGROUND AND/OR HISTORY:

At the end of the 2019 water season OID and SSJID left nearly 180,000 acre feet of their 600,000 acre foot allocation in New Melones, producing no benefit for OID or SSJID constituents. Based upon current conditions, this year may prove to be more challenging but OID needs to be in a place of action if it wishes to execute a water sale, should water become available for that purpose.

Price and terms are still in a holding pattern for this contract and will likely be so until later in March, for obvious reasons. While the contract indicates an "up to" amount of 100,000 acre feet, the Districts will be paid for what they actually deliver to the San Luis Delta Mendota Water Authority and the California Department of Water Resources.

Staff presented in this agenda a Declaration of Surplus Water for adoption by the Board on the premise that any water above 235,000 acre feet would be declared surplus and available for sale under OID's Guiding Principles Policy. Despite all the water made available last year for local area uses, including the SEWD water sale, those uses totaled just 4,686 acre feet.

To reiterate, sales of surplus water provide reasonable and beneficial uses to agriculture on the west side of the San Joaquin Valley, including irrigation districts in Stanislaus County (Del Puerto ID, Patterson ID, West Stanislaus ID and Central California ID). Water releases also assist in enhancing the spring pulse flow that benefits salmon outmigration (OCAP BO); and meet the policy objectives of State Water Board's 2006 Bay-Delta Water Quality Control Plan update.

Per OID Policy, 80% of all water sales revenues go to capital improvement projects to replace aging OID facilities. By using water sale revenues for this purpose, and not water rate increases to OID constituents, OID water rates remain amongst the lowest in the state. Said improvements in infrastructure have allowed OID to reduce its' groundwater pumping from 8,000 acre feet to now less than 1,650 acre feet in 2019, a near 80% reduction. Through conservation efforts begun in the early 2000's, OID has generated over 45,000 acre feet of additional water supply. Such conservation improvements have provided enhanced services to OID customers resulting in near on-demand water service in parts of the OID service area. Additionally, the conserved water supply provides drought

resilience and reliability to OID water users and allows for the use of local water supplies at below market rates.

All actions related to the sale of surplus water are supported by OID's 2007 Water Resources Plan and its associated Certified Programmatic Environmental Impact Report.

Staff recommends adoption of the Resolution approving the Agreement and authorizing the General Manager to execute the Agreement upon price and terms acceptable to OID.

FISCAL IMPACT: Potential revenue income dependent on price and amount of water sold.

ATTACHMENTS:

- Agreement for Release of Water
- Resolution 2020-NIL
- 2018-2019 Water Budget Tracking Sheet

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020-NIL**

**RESOLUTION APPROVING AGREEMENT FOR RELEASE
OF WATER AND AUTHORIZING GENERAL MANAGER TO
EXECUTE AN AGREEMENT FOR RELEASE OF WATER BY AND
AMONG THE OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN
IRRIGATION DISTRICT, THE SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

WHEREAS, the Oakdale Irrigation District and the South San Joaquin Irrigation District (collectively, the “Districts”) are California irrigation districts operating under and by virtue of Division 1 of the California Water Code; and

WHEREAS, the Department of Water Resources (“DWR”) owns, operates and maintains water collection, storage, conveyance and delivery facilities, including but not limited to the State Water Project (SWP) and delivers water to 29 water service contractors located throughout California; and

WHEREAS, the San Luis & Delta-Mendota Water Authority is a California joint power authority operating under and by virtue of Section 6500, et seq., of the California Government Code; and

WHEREAS, Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River, and various post-1914 appropriative rights to store water from the Stanislaus River in various reservoirs; and

WHEREAS, the Oakdale Irrigation District Board of Directors was presented with, and has reviewed an Agreement for Release of Water by and among the Oakdale Irrigation District, The South San Joaquin Irrigation District, the San Luis & Delta Mendota Water Authority, and the California Department of Water Resources.

WHEREAS, the Oakdale Irrigation District Board of Directors has determined there is “surplus water” available for sale in water year 2020 pursuant to Resolution 2020-NIL; and

WHEREAS, the release of water during the April-May time-period will assist Reclamation in meeting its legal obligation under D-1641 to meet the Spring pulse flow; help meet and protect the beneficial use as designated by the State Water Board in the 1995 Water Quality Control Plan and meet the policy objective of Congress in having additional flows to the Delta paid for and be exportable pursuant to Section 4001 on the WIIN Act; and

NOW, THEREFORE, BE IT RESOLVED that the Oakdale Irrigation District Board of Directors does hereby approve the Agreement for Release of Water and authorize the General Manager Steve Knell to execute the agreement.

Upon motion of Director, seconded by Director, the above-titled Resolution was duly submitted to the Board for its consideration, the above-titled Resolution was duly passed and adopted at the regular meeting of the Board of Directors of the Oakdale Irrigation District this 3rd day of March in the year 2020, by the following vote of the Board of Directors:

Ayes:

Noes:

Absent:

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell,
Secretary/General Manager

**AGREEMENT FOR RELEASE OF WATER BY AND AMONG THE
OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN
IRRIGATION DISTRICT, THE SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY, AND THE CALIFORNIA DEPARTMENT OF WATER
RESOURCES**

SWPAO # _____

This Agreement is entered into this ____ day of _____, 2020, by and among the Oakdale Irrigation District (“OID”), the South San Joaquin Irrigation District (“SSJID”) (collectively, the “Districts”), the San Luis & Delta-Mendota Water Authority (“SLDMWA”), and the Department of Water Resources (“DWR”) of the State of California.

RECITALS

WHEREAS, DWR owns, operates, and maintains water collection, storage, conveyance, and delivery facilities, including but not limited to the State Water Project (SWP), and delivers water to 29 water service contractors located throughout California; and

WHEREAS, Districts are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and

WHEREAS, the SLDMWA is a California joint power authority operating under and by virtue of Section 6500, et seq., of the California Government Code; and

WHEREAS, the SLDMWA is comprised of 28 member agencies representing approximately 2,100,000 acres of land within the western San Joaquin Valley, San Benito, and Santa Clara Counties; and

WHEREAS, 25 of the SLDMWA’s 28 member agencies receive water from the federal Central Valley Project (“CVP”) under water service or exchange contracts; and

WHEREAS, Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River, and various post-1914 appropriative rights to store water from the Stanislaus River in various reservoirs; and

WHEREAS, DWR’s current forecast for the San Joaquin Valley Water Supply Index is _____ with runoff, precipitation, and snowpack _____; and

WHEREAS, the CVP south of the Delta Ag Service Contractors have received an allocation of _____ and the State Water Project Contractors (“SWPC”) have received an allocation of _____;

NOW, THEREFORE, the Districts, SLDMWA, and DWR, on the terms and conditions herein set forth, agree as follows:

AGREEMENT

1. **DEFINITIONS:** The following definitions shall govern this Agreement:

(a) “Parties” means the Districts, SLDMWA, and DWR.

(b) “Delivery” means the Districts’ water made available to the United States Bureau of Reclamation (“USBR”) at Goodwin Dam in April and May of 2020. USBR will then release the water at Goodwin Dam on the schedule developed pursuant to Paragraph 14 of this Agreement. This definition is intended to include the grammatical variations of the term “delivery” including “deliver” and “delivered,” where such term is used in reference to water.

(c) “Base flow” means flows released by USBR from Goodwin Dam in excess of the flow necessary to meet terms, conditions, or other regulatory requirements applicable to operations of Central Valley Project facilities on the Stanislaus River.

2. **TERM:** This Agreement shall become effective upon execution by all parties and shall terminate on December 31, 2020 or upon final payment by SLDMWA and DWR of all costs attributable to this Agreement, whichever occurs later.

3. **WATER AVAILABLE FOR PURCHASE:** Pursuant to this Agreement:

(a) Upon request by USBR and DWR, the Districts agree to make up to 100,000 acre-feet of water available at Goodwin Dam from April 1 to May 31 of 2020 pursuant to Section 4001(b)(7) of the Water Infrastructure Improvements for the Nation Act, Pub. Law 114-322 (130 Stat. 1852-53). No water shall be released under this Agreement, and DWR and SLDMWA shall not be obligated to pay for any flows released, unless the release of water, as provided under this Agreement, has been requested by USBR, and the contacts for DWR and SLDMWA listed in Paragraph 23 have approved both the release and Delivery.

(b) The water made available for Delivery will be released by USBR in accordance with the requirements set forth in Paragraph 14. The water released will be made available to USBR and DWR and will be shared equally, 50/50, pursuant to a separate operations agreement between DWR and USBR.

(c) If either USBR or DWR cannot pump its share of the released water, then the other may pump the additional water for the benefit of its contractors provided that it is willing to pay for the additional water and provided the Party pumping the additional water has obtained prior written agreement from the other Party that the pumping will not adversely impact the non-pumping Party’s operations.

4. COMPLIANCE WITH APPLICABLE LAWS AND OBTAINING APPROVALS:

(a) The Districts, in making the water available as described in Paragraph 3, shall comply with all applicable laws and regulations, including but not limited to the California Environmental Quality Act (“CEQA”), National Environmental Policy Act (“NEPA”), California Endangered Species Act, and the Federal Endangered Species Act. The Districts shall secure any required consent, permits, reports, and orders, and shall provide DWR and USBR with copies prior to Delivery under this Agreement.

(b) The Districts and SLDMWA are entering into this Agreement based on the determination of the Districts and of SLDMWA, as described below, that the Delivery is categorically exempt from CEQA because it will result in the provision of supplemental instream fishery flows pursuant to 14 California Code of Regulations, section 15301 (“CEQA Guidelines § 15301”), subsection (i), and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to CEQA Guidelines § 15301.

(c) The Districts shall be responsible for obtaining any approval from any relevant government entities that the Districts determine in their discretion is necessary for providing the Delivery. The Districts shall email to DWR and USBR any submissions related to this Agreement that the Districts make with any government entity.

(d) SLDMWA has determined the Delivery is categorically exempt from CEQA because it will result in the provision of supplemental instream fishery flows pursuant to CEQA Guidelines § 15301, subsection (i), and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to CEQA Guidelines § 15301.

(e) Upon execution by all Parties of this Agreement, DWR will file a Notice of Exemption based on CEQA Guidelines § 15301 for operation of an existing facility with the State Clearinghouse.

(f) If any of the Parties is required to pay a fine or civil penalty for any of its actions related to this Agreement, then that Party alone shall be responsible for paying the fine or penalty.

5. PURCHASE PRICE: SLDMWA and DWR agree to pay to the Districts _____ hundred dollars (\$____) per acre-foot for up to 100,000 acre-feet of water delivered.

6. WATER QUALITY: The Districts make no warranty or representations as to the quality or fitness for use of the Delivery.

7. WATER MEASUREMENT AND DELIVERY: DWR and SLDMWA shall pay the Districts to provide up to 100,000 acre-feet to USBR in Goodwin Dam. The

payment shall be based on the actual flows released by USBR from Goodwin Dam in excess of the Base Flow. For the purposes of this Agreement, the flow volume for which Districts will be paid in accordance with Paragraph 5 will be measured as the Goodwin releases exceeding the Base Flow. Through concurrence with the National Marine Fisheries Service ("NMFS"), the timing of the releases may be shifted. A Delivery that is released from Goodwin Dam shall be measured on a daily basis by USBR at the Goodwin Gauge and confirmed by USBR and DWR. The Districts and SLDMWA acknowledge that USBR shall be responsible for determining the flow and schedule of the Delivery and that DWR shall be responsible for verifying the flow and schedule of the Delivery.

8. WATER INFRASTRUCTURE FOR IMPROVEMENTS TO THE NATION ACT (WIIN ACT):

One purpose of this sale is to assist USBR in meeting the 31-day April through May flow objectives in the 2006 State Water Resources Control Board's Water Quality Control Plan for the Bay-Delta, as required by section 4001, subsection (b)(7) of the WIIN Act. This sale will result in flow that is in addition to flow that otherwise would occur in the absence of the voluntary sale, under WIIN Act Section 4001, subsection (b)(7)(C). It is the Parties' expectation that, pursuant to WIIN Act section 4001, subsection (b)(7), the water made available will be subject to an inflow to export ratio of 1:1. (See Paragraph 13).

9. PAYMENT:

(a) The Districts shall invoice SLDMWA and DWR fifty percent (50%) each of the cost for the Delivery for up to a total of 100,000 acre-feet provided at the price identified in Paragraph 5 above, after USBR and DWR have confirmed the amount of water released by USBR from Goodwin Dam in accordance with Paragraph 7.

(b) SLDMWA shall remit payment within sixty (60) days of receipt of the invoice.

(c) The Districts shall submit: (1) an original of each invoice to the DWR contact listed in Paragraph 22 (Notices), and (2) a copy of each invoice to the DWR Accounting Office, Contracts Payable Unit, P.O. Box 94236, Sacramento, California, 94236-0001. DWR shall pay undisputed invoices within forty-five (45) days of the date such invoices are received by the State Water Project Analysis Office, pursuant to the Prompt Payment Act as specified in Government Code, Chapter 4.5 (commencing with section 927).

10. INTEREST: SLDMWA shall pay the Districts interest at an annual interest rate of ten (10) percent on any charges that remain unpaid sixty (60) days beyond the due date. DWR shall pay the Districts late payment penalties in accordance with the Prompt Payment Act.

11. DISTRICTS' LIMITING CONDITIONS: The Districts' obligation to make available the quantity of water specified in Paragraph 3 of this Agreement will, at all times, be subject and subordinate to the following conditions:

- (a) The terms and conditions of their water rights as they currently exist;
- (b) The 1988 Agreement and Stipulation with USBR;
- (c) The Tulloch Enhancement Agreement with PG&E, as it now exists and as modified from time to time;
- (d) The Goodwin Agreement, as it now exists and as modified from time to time;
- (e) The terms and conditions of Federal Energy Regulatory Commission licenses, as they now exist, and as they may be amended and/or renewed upon relicensing, including but not limited to those licenses held for Tulloch and Goodwin Dams;
- (f) The rights of landowners, within the boundaries of OID or SSJID, to the beneficial use of their respective District's water as relates to the delivery of water purchased pursuant to this Agreement;
- (g) Applicable federal and state laws now in existence, and as modified from time to time, which may affect the Districts' rights or obligations; and
- (h) The rights of the cities of Lathrop, Manteca, Escalon, and Tracy pursuant to each city's Water Supply Development Agreement with SSJID.

The conditions described in (a)-(h), inclusive, above, are collectively referred to as the Districts' Limiting Conditions. Nothing in this Agreement shall be construed so as to contradict, conflict with, or otherwise be contrary to the provisions of any of the Districts' Limiting Conditions; and in the event of any conflict between any of the Districts' Limiting Conditions and this Agreement, the Districts' Limiting Condition(s) shall control, and Districts shall not be deemed to be in violation of this Agreement by any modifications of the Agreement, including reduced supply for SLDMWA and DWR, that may be required to ensure compliance with any of the Districts' Limiting Conditions.

12. USBR LIMITING CONDITION: The obligations of Districts to deliver water to USBR at Goodwin Dam under this Agreement, and of SLDMWA and DWR to pay for such Delivery, are at all times subject to the USBR's concurrence with this Agreement and for the use of USBR's facilities as may be necessary for the Districts to make the Delivery. If the Districts do not obtain this approval from USBR, this Agreement shall automatically terminate and SLDMWA and DWR shall only be liable for the quantity of water Districts released pursuant to Paragraph 7 and will have no further obligations under this Agreement.

13. SLDMWA and DWR LIMITING CONDITIONS: The obligations of SLDMWA and DWR to pay for Delivery is subject to DWR and USBR having capacity at Banks Pumping Plant and/or Jones Pumping Plant to pump the additional SWP or CVP water and pursuant to section 4001 of the WIIN Act, which allows for a Vernalis flow-to-

combined CVP and SWP pumping ratio of 1:1 ("1:1 Ratio"). If DWR and USBR are unable to pump additional SWP or CVP water made available at Banks Pumping Plant or Jones Pumping Plant, the Parties may attempt to reschedule the Delivery within the April 1 – May 31 period, or in the alternative, any Party may elect to terminate this Agreement by providing notice to the other Parties consistent with Paragraph 22, or the Parties can meet and agree to a new release and diversion rate for the released water. If this Agreement is terminated, SLDMWA and DWR shall only be obligated to pay Districts for the quantity of water Districts released pursuant to Paragraph 7 prior to the Agreement terminating.

14. DELIVERY:

(a) Consistent with this Agreement and specifically Paragraph 7, the Districts will make the Delivery available at Goodwin Dam on a schedule developed in consultation with the Districts, USBR, DWR, and NMFS. The delivery of the water by the Districts will occur only after USBR, DWR, the Districts, and SLDMWA meet and receive assurances from USBR and DWR that the water to be released will be diverted at the 1:1 Ratio. If the water to be released cannot be diverted at the 1:1 Ratio, then pursuant to Paragraph 13 or 22, the Parties can reschedule the water or meet and confer to determine what water will be released, diverted and paid for, or terminate this Agreement. The two goals of the Delivery are to assist USBR in the April-May period, and to have additional SWP and CVP water made available at Banks Pumping Plant and Jones Pumping Plant as a result of the Delivery.

(b) No subsequent changes to the schedule, regulatory conditions, or other intervening matters, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts, or diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle, or South Forks of the Stanislaus River, or any action, legislation, ruling, or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts, shall release the Parties from their obligations under this Agreement, except as further specified in Paragraph 15.

15. WATER SUPPLY REDUCTIONS: The Districts may reduce the Delivery for any of the following reasons: the Districts' Limiting Conditions arise; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions outside the control of Districts which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River; and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the reasonable control of the Districts. Districts shall make good faith efforts to avoid such reductions, but SLDMWA and DWR agree that Districts shall not be liable for reductions of supply in this Agreement due to the above-stated causes.

SLDMWA and DWR shall have no obligation to pay for water not delivered because of a reduction caused by factors listed in this Paragraph.

16. **APPROVALS AND COSTS:** SLDMWA and DWR are solely responsible for any payment for Delivery after the USBR release of Delivery from Goodwin Dam. This Paragraph survives termination or expiration of this Agreement.

17. **LITIGATION COSTS:** Districts agree to defend their own interests in any litigation or regulatory action challenging the validity of Districts' water rights. The Parties shall each defend their own interests in litigation or regulatory action involving this Agreement, including environmental compliance and purchase of the Delivery. All Parties agree to reasonably cooperate with each other in the defense of any litigation that may be filed as a result of this Agreement. This Paragraph survives termination or expiration of this Agreement.

18. **EXPENSES:** Districts shall be responsible for all expenses, including but not limited to legal, environmental, or engineering consultant's fees, expenses incurred to obtain any and all necessary approvals and to satisfy all environmental requirements, including CEQA and/or NEPA, required to effectuate the Agreement, and expenses incurred to defend against any litigation challenging the Agreement or the approvals, water rights, or environmental reviews associated with the Agreement. This Paragraph survives termination of this Agreement.

19. **COOPERATION:** To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other Parties in obtaining all such necessary approvals and preparation of required environmental documents. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.

20. **WAIVER OF RIGHTS:** Any waiver, at any time, by any Party of its rights with respect to a breach, default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default, or matter with respect to this Agreement.

21. **ASSIGNMENT:** No party may assign its rights or obligations under this Agreement, in whole or in part, without prior written consent of all Parties hereto. Any attempted assignment of this Agreement, in whole or in part, without the prior written consent of all Parties hereto is void.

22. **TERMINATION:** Any party may elect to terminate this Agreement upon notice to the Parties by electronic mail consistent with Paragraph 23. That party providing the termination shall provide the other parties with the specific grounds on which it wishes to terminate the agreement. Termination of this Agreement is effective immediately upon actual electronic mail receipt of notice by the Parties.

23. **NOTICES:** All notices that are required, either expressly or by implication, to be given by any Party to the other under this Agreement shall be signed for by Districts and

SLDMWA and DWR by such officers as they may, from time, authorize in writing to so act.

Any notices to Parties required by this Agreement shall be hand-delivered or mailed by United States first-class postage prepaid, or delivered by electronic mail followed by written notice sent by U.S. mail, and addressed as follows:

OAKDALE IRRIGATION DISTRICT

Steve Knell, General Manager/Secretary
Oakdale Irrigation District
1205 East "F" Street
Oakdale, CA 95361
Email: srknell@oakdaleirrigation.com
Phone: (209) 847-0341

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Peter Rietkerk, General Manager
South San Joaquin Irrigation District
11011 East Highway 120
Manteca, CA 95336
Email: prietkerk@ssjid.com
Phone: (209) 249-4645

SAN LUIS & DELTA- MENDOTA WATER AUTHORITY

Pablo Arroyave, Chief Operation Officer
P.O. Box 2157
Los Banos, CA 95635
Email: pablo.arroyave@sldmwa.org
Phone: (209) 826-9696

CALIFORNIA DEPARTMENT OF WATER RESOURCES

Anna Fock, Chief, State Water Project Analysis Office
Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001
Email: anna.fock@water.ca.gov
Phone: (916) 653-0190

Notice shall be deemed given by operation of any of the following, whichever occurs earliest:

(a) Two (2) calendar days following mailing via regular or certified mail, return receipt requested,

(b) One (1) business day after deposit with any one-day delivery service assuring "next day" delivery,

- (c) Upon actual receipt of notice, or
- (d) Upon transmission, if by facsimile.

The Parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

24. APPROVALS: Where the terms of this Agreement provide for action to be based upon a judgment, approval, review, or determination of any Party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

25. DISPUTE RESOLUTION: In the event of any dispute regarding interpretation or implementation of this Agreement, the Director of DWR and authorized representatives from the Districts and SLDMWA shall endeavor to resolve the dispute by meeting within thirty (30) days after the request of a Party to resolve the dispute. If the dispute remains unresolved after such meeting, the Parties shall use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of said consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

26. OTHER AGREEMENTS: Nothing contained within this Agreement restricts the ability of the Districts to provide water services and sales to others as authorized by law which do not unreasonably interfere with Districts' obligations under this Agreement.

27. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the Districts, SLDMWA, and DWR, and supersedes any oral agreement, statement, or promise between them relating to the subject matter of the Agreement. Any amendment of this Agreement, including oral modifications, must be reduced to writing and signed by all Parties to be effective.

28. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one full set of counterparts. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

29. SIGNATURE CLAUSE:

(a) The signatories represent that they have appropriate authorization to enter into this Agreement on behalf of the Party for whom they sign.

(b) If required by internal governing rules of OID, SSJID, or SLDMWA, that Party, as appropriate, shall deliver to DWR a copy of its Board of Directors resolution and/or other documentation authorizing that Party to enter into this Agreement.

30. GENERAL INTERPRETATION: The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement 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 will be applied against any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

PARTIES:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____
Federico Barajas, Executive Director

Date: _____

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: _____
Joel Ledesma, Deputy Director, State Water Project

Date: _____

OAKDALE IRRIGATION DISTRICT

By: _____
Steve R. Knell, General Manager

Date: _____

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: _____
Peter Rietkerk, General Manager

Date: _____

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 21
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF RESOLUTION FINDING THE 2020 SPRING PULSE FLOW RELEASE CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

RECOMMENDED ACTION: Approve Adoption of Resolution Finding the 2020 Spring Pulse Flow Release Categorically Exempt Under the California Environmental Quality Act (CEQA)

BACKGROUND AND/OR HISTORY:

The 2020 Spring Pulse Flow Release (Project) proposes for up to 100,000 acre-feet (AF) of water to be released at Goodwin Dam by OID and SSJID under their water rights. The water would be released by the U.S. Bureau of Reclamation (USBR) during April and May as supplemental enhancement flows to the USBR flow objective at Vernalis for migrating fish. As the released water also has the potential to benefit the Department of Water Resources (DWR) and the San Luis & Delta Mendota Water Authority (SLDMWA), those entities have offered to purchase the release water from OID and SSJID for each acre-foot released at Goodwin Dam in excess of the flow necessary to meet the April-May pulse flow objective under D-1641. Due to the location of Goodwin Dam, OID and SSJID, and the DWR and SLDMWA facilities, the Project is located in Stanislaus, San Joaquin, Contra Costa, Alameda, Merced, Calaveras, and Tuolumne Counties.

This Project is categorically exempt from CEQA pursuant to California Code of Regulations Title 14, Division 6, Chapter 3 (CEQA Guidelines) Section 15301, subsection (i), Maintenance of Streamflow to protect fish and wildlife resources. This Project will utilize existing public facilities for the maintenance of flows to protect fish and wildlife resources. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301.

Staff recommends approving the resolution as attached finding the above Project Categorically Exempt from CEQA. It should be noted that approval of the attached resolution does not approve the project itself. Staff will be available to answer any questions that the Board may have.

FISCAL IMPACT: \$257 in County Clerk filing fees (\$57 Stanislaus County; \$50 San Joaquin County; \$50 Contra Costa County; \$50 Alameda County; \$50 Merced County; \$0 Calaveras County; \$0 Tuolumne County)

ATTACHMENTS:

- Resolution 2020-NIL
 - Notice of Exemption
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2020- NIL**

**APPROVING A CALIFORNIA ENVIRONMENTAL QUALITY ACT
NOTICE OF EXEMPTION FOR THE
SOUTH SAN JOAQUIN AND OAKDALE IRRIGATION DISTRICTS'
2020 SPRING PULSE FLOW RELEASE PROJECT**

WHEREAS, the Oakdale Irrigation District (OID) and the South San Joaquin Irrigation District (SSJID), collectively referred to as "Districts", are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and

WHEREAS, Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River for irrigation of the lands within the Districts, and various post-1914 appropriative rights to store Stanislaus River water in various reservoirs for diversion to irrigate lands within the Districts, as well as to generate electrical power; and

WHEREAS, the San Luis & Delta Mendota Water Authority (SLDMWA) is a California joint power authority operating under and by virtue of Section 6500, et seq., of the California Government Code; and

WHEREAS, SLDMWA's member units are 28 water agencies representing approximately 2,100,000 acres of land within the western San Joaquin Valley, San Benito and Santa Clara Counties that receive water from the federal Central Valley Project (CVP) under water service or exchange contracts; and

WHEREAS, the California Department of Water Resources (DWR) owns, operates and maintains water collection, storage, conveyance and delivery facilities, including but not limited to the State Water Project (SWP), and delivers water to its water service contractors located throughout California; and

WHEREAS, in accordance with the applicable requirements of State Water Resources Control Board (SWRCB) Order D-1641, USBR makes releases from New Melones Reservoir to meet water quality and water quantity objectives measured at Vernalis; and

WHEREAS, Districts' water rights are satisfied by and through the performance of a settlement agreement with the USBR (the 1988 Agreement) which requires the USBR to deliver water to the Districts at Goodwin Dam each year; and

WHEREAS, the amount of water available for the Districts' use each year under the 1988 Agreement is calculated by adding the inflow into New Melones to the amount derived by the formula $(600,000 - \text{inflow}) \div 3$, not to exceed 600,000 acre-feet; and

WHEREAS, based upon the USBR's final 2020 forecast, Districts are willing to release up to 100,000 acre feet of water from Goodwin Dam during April and May 2020 (proposed Project) without reservoir refill criteria. The USBR will be responsible for determining the flow rate and schedule of the release, upon concurrence with the NMFS; and

WHEREAS, on behalf of the Districts, USBR will release such water from Goodwin Dam, over, above and in excess of the quantities released by the USBR necessary to satisfy the USBR's obligations under Appendix 2-E and RPA IV.2.1 of the National Marine Fisheries

Service's Biological Opinion (BO); and

WHEREAS, such operations in the Delta will be conducted consistent with D-1641 and applicable Biological Opinions; and

WHEREAS, the Districts' release of supplemental flow in April and May will improve instream flow conditions for migratory fish in the Stanislaus and San Joaquin River and will have an incidental effect of improving water quality and water supply conditions in the Delta that can benefit CVP and SWP operations; and

WHEREAS, the Parties hereto expect and anticipate, but cannot guarantee, the amount of water released as a result of the proposed Project will subsequently arrive at Vernalis; and

WHEREAS, DWR and the SLDMWA are willing to fund the supplemental releases and to share the anticipated incidental water supply benefits to their respective water contractors; and

WHEREAS, the SLDMWA and DWR will pay OID and SSJID for every acre foot of water released into the Stanislaus River; and

WHEREAS, the proposed Project would utilize existing water conveyance infrastructure and no construction would take place; and

WHEREAS, the proposed Project has been determined by the Board of Directors to be categorically exempt from CEQA because it will result in the provision of supplemental instream fishery flows pursuant to CEQA Guidelines §15301, subsection (i), and in the ongoing operation of the existing system without change in operation or expansion of use pursuant to CEQA Guidelines §15301; and

WHEREAS, Goodwin Dam is located in Tuolumne and Calaveras Counties; OID is located in Stanislaus and San Joaquin Counties; SSJID is located in San Joaquin County; and the DWR and SLDMWA facilities are located in Contra Costa, Alameda, San Joaquin, Stanislaus and Merced Counties

WHEREAS, OID is the custodian of the documents or other material which constitute the record of proceedings upon which the Board's decision is based, and the District office is the location of this record; and

NOW THEREFORE, BE IT RESOLVED, by this Board of Directors that:

1. The foregoing recitals are true and correct.
2. The proposed Project has been determined to be categorically exempt from CEQA under 14 Cal. Code of Regulations, Section 15301, subsection (i) Maintenance of Stream Flow to protect fish and wildlife resources. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301.
3. A Notice of Exemption is approved (and is on file with the District's records).
4. The District's Staff is authorized and directed to file a Notice of Exemption at the Clerk's Office (or other authorized place) of Stanislaus, San Joaquin, Contra Costa,

Alameda, Merced, Calaveras and Tuolumne Counties and in the manner prescribed by the CEQA.

Upon motion of Director, seconded by Director, and duly submitted to the Board for its consideration the above titled resolution was unanimously adopted this 3rd day of March, 2020.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

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



SOUTH SAN JOAQUIN
IRRIGATION DISTRICT

SPACE ABOVE RESERVED FOR CLERK'S/OPR USE

From:

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

South San Joaquin Irrigation District
11011 E. Highway 120
Manteca, CA 95336

Lead Agency Contact Person:
Steve Knell, P.E., General Manager
Oakdale Irrigation District
Telephone (209) 847-0341
Email: sknell@oakdaleirrigation.com

To:

☒ County Clerk
County of Stanislaus
1021 "I" Street, Suite 101
Modesto, CA 95354-0847

☒ County Clerk
County of Calaveras
891 Mountain Ranch Road
San Andreas, CA 95249

☒ County Clerk
County of Merced
2222 M. Street, Main Floor
Merced, CA 95340

☒ County Clerk
County of San Joaquin
44 N. San Joaquin Street, Suite 260
Stockton, CA 95202

☒ County Clerk
County of Tuolumne
#2 South Green Street
Sonora, CA 95370

☒ County Clerk
County of Alameda
1106 Madison Street
Oakland, CA 94607

☒ County Clerk
County of Contra Costa
555 Escobar Street
Martinez, CA 95443

California Environmental Quality Act (CEQA)

NOTICE OF EXEMPTION

Title: 2020 Spring Pulse Flow Release

Project Location: From the Stanislaus River at Goodwin Dam to the Jones and Banks Pumping Plants, and ultimately to the San Luis Reservoir; located in Stanislaus, San Joaquin, Calaveras, Tuolumne, Alameda, Contra Costa, and Merced Counties.

Project Description:

Oakdale Irrigation District (OID) and South San Joaquin Irrigation District (SSJID) will provide up to 100,000 acre-feet of water to augment water releases made by the USBR to benefit migratory fish on the Stanislaus and San Joaquin Rivers. The releases will occur at Goodwin Dam during April and May, and will be coordinated with the USBR's releases to assist and supplement Reclamation flows in meeting their legal obligations for the April-May pulse flow under D-1641. The USBR will be responsible for determining the flow rate and schedule of the release, upon concurrence with the NMFS. The San Luis & Delta Mendota Water Authority (SLDMWA) and the Department of Water Resources (DWR) will pay OID and

SSJID for every acre-foot in excess of the flow released by the USBR at Goodwin Dam for the Spring pulse flow, up to a maximum of 100,000 acre-feet. There will be no reservoir refill criteria.

Current Hydrology:

Projected hydrology for the Stanislaus River Basin is trending to Dry indicating an Appendix-2e flow requirement of 234,600 acre feet for water year March 1, 2020 to February 28, 2021. Reclamation's April-May flows under Appendix-2e range from 200-1,000 cfs in the Stanislaus River while the Vernalis requirement under D-1641 is just over 4,000 cfs, leading to a significant deficit even when considering the inflow from other upstream releases.

Projected hydrology for the Stanislaus River Basin has been modeled to indicate an End of Month Storage September in New Melones of 1.5 maf. The Districts have determined there will be no impact to carryover storage/cold water pool at New Melones due to the release.

Project Purpose:

The releases are for the purpose of improving flow on the Stanislaus and San Joaquin Rivers to benefit migratory fish. Pursuant to the State Water Resources Control Board's (SWRCB) Decision 1641 (D-1641), the USBR is responsible for meeting the April-May flow objective flows at Vernalis. The NMFS 2009 Biological Opinion (BiOp) establishes the Spring "pulse flow" identified in the Stanislaus River Minimum Fish Flow Schedule for the purpose of protecting migratory fish in the lower San Joaquin River and Delta, particularly fall-run Chinook salmon and Central Valley steelhead. (BiOp, p. 641-645). The USBR's releases of the water provided by OID and SSJID will supplement flows in the Stanislaus and San Joaquin Rivers to improve instream flow conditions for migratory fish during April and May 2020. The released water will be diverted by the DWR and SLDMWA pursuant to WIIN Act, Section 4001. This water will help those entities offset the severe allocation reductions they have received this year.

Project Proponents: Oakdale Irrigation District and South San Joaquin Irrigation District.

Project Beneficiaries: OID, SSJID, USBR, DWR, SLDMWA.

Name of Public Agency Approving Project: Oakdale Irrigation District and South San Joaquin Irrigation District.

Exempt Status: ☒ Categorical Exemption (14 Cal. Code of Regulations, Sec. 15301 Class 1(i) Maintenance of Stream Flow to protect fish and wildlife resources).

Reasons Why Project is Exempt: The project utilizes existing public facilities for the maintenance of flows to protect fish and wildlife resources. There will be no change in operation or expansion of existing diversion and pumping facilities, pursuant to CEQA Guidelines Section 15301.

Dated: _____

Steve Knell, P.E., General Manager
OAKDALE IRRIGATION DISTRICT

Dated: _____

Peter M. Rietkerk, P.E., General Manager
SOUTH SAN JOAQUIN IRRIGATION DISTRICT

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 22
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ISSUE WORK RELEASE NO. 010 TO PROFESSIONAL SERVICES AGREEMENT 2011-PSA-008 WITH DAVIDS ENGINEERING, INC. TO UPDATE THE AGRICULTURAL WATER MANAGEMENT PLAN

RECOMMENDED ACTION: Approve Work Release No. 010 to Professional Services Agreement 2011-PSA-008 with Davids Engineering, Inc. to Update the Agriculture Water Management Plan and Authorize General Manager to Execute

BACKGROUND AND/OR HISTORY:

The Water Conservation Act of 2009 (Senate Bill X7-7, or SBx 7-7) was enacted in November 2009 and, among other provisions, mandated development and adoption of an Agricultural Water Management Plan (AWMP) by the end of December 2012 for agricultural water suppliers providing water to 25,000 acres or more. It also required that Agricultural Water Management Plans (AWMP) be updated by December 31, 2015 and every five years thereafter. However, recent legislation through Assembly Bill 1668 (AB 1668) has altered the deadline for AWMP update development and adoption to April 1, 2021 and has amended the California Water Code and modified AWMP content requirements. This next AWMP update needs to be completed and adopted by governing boards by April 1, 2021 and then submitted to DWR and posted to websites within 30 days. A water balance for 2005 through 2014 was developed for the OID 2012 AWMP and 2015 AWMP update. The water balance was subsequently updated for 2015 and 2016 and refined to evaluate the District's service areas north and south of the Stanislaus River independently. For the 2021 AWMP update, it is recommended that the OID water balance be updated to include water years 2017 through 2019. The 2021 update of the OID AWMP will consist of eleven tasks as outlined in Work Release No. 010 and the Exhibit "A" (see attached).

OID staff views the update as an opportunity to review the OID's Water Resources Plan (WRP) goals and accomplishments, reassess those goals as necessary and develop a near term plan to guide implementation for the next five years and beyond. It is anticipated that the OID AWMP update will be complete by the end of January 2021, leaving two months for the public process and Board adoption of the AWMP.

FISCAL IMPACT: Estimated Not To Exceed Amount: \$104,686.00
(\$100,000.00 Included in the 2020 Budget)

ATTACHMENTS:

- Work Release No. 010 w/ Exhibit "A"
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

Work Release No. 010
Ag Water Management Plan 2021 Update (Cont'd)

Work Release No. 010
Agricultural Water Management Plan 2021 Update

Description

The Water Conservation Act of 2009 (Senate Bill X7-7, or SBx 7-7) was enacted in November 2009 and, among other provisions, mandated development and adoption of an Agricultural Water Management Plan (AWMP) by the end of December 2012 for agricultural water suppliers providing water to 25,000 acres or more. It also required that Agricultural Water Management Plans (AWMP) be updated by December 31, 2015 and every five years thereafter. However, recent legislation through Assembly Bill 1668 (AB 1668) has altered the deadline for AWMP update development and adoption to April 1, 2021¹ and has amended the California Water Code and modified AWMP content requirements. This next AWMP update needs to be completed and adopted by governing boards by April 1, 2021 and then submitted to DWR and posted to websites within 30 days. It is anticipated that a final draft of the OID AWMP update will be complete by the end of January 2021, leaving two months for the public process and Board adoption of the AWMP. A water balance for 2005 through 2014 was developed for the OID 2012 AWMP and 2015 AWMP update. The water balance was subsequently updated for 2015 and 2016 and refined to evaluate the District's service areas north and south of the Stanislaus River independently. For the 2021 AWMP update, it is recommended that the OID water balance be updated to include water years 2017 through 2019. The 2021 update of the OID AWMP will consist of eleven tasks (outlined below).

Scope of Work

The total Scope of Work will consist of eleven tasks of which are outlined below. The eleven detailed tasks will be defined in the attached Exhibit "A".

- Task 1: Compile and Review Data for Water Budget Update
- Task 2: Update OID Water Budget (2017-2019)
- Task 3: Update OID AWMP Water Balance Section
- Task 4: Update AWMP Plan Text
- Task 5: Update Section Describing Potential Impacts of Climate Change on Future Water Supplies, Demand and Flood Risk
- Task 6: Update Section Describing EWMP Implementation
- Task 7: Update Draft Section Describing Delivery Measurement Plan
- Task 8: Develop Additional AWMP Materials per AB1668 Requirements
- Task 9: Prepare Complete Draft Update of AWMP and Incorporate OID Review Comments
- Task 10: Assist OID staff with Board Presentation of AWMP
- Task 11: Respond and Incorporate Public Comments

¹ The five-year interval for AWMP updates will follow this new deadline. For example, the deadline for development and adoption of the next AWMP update after 2021 will be April 1, 2026.

**Work Release No. 010
Ag Water Management Plan 2021 Update (Cont'd)**

Contractually, Davids Engineering, Inc.'s contact will be Mr. Eric Thorburn, P.E., Water Operations Manager. Mr. Thorburn can be reached at his direct office number, (209) 840-5525.

Pricing & Schedule

Provide the necessary resources, i.e. equipment, labor, supervision, materials, etc. to perform the services as described in the Scope of Work and in the attached Exhibit "A". All work will be on a Time and Material basis with the rates per the Professional Services Agreement 2011-PSA-008 and a **Not-To-Exceed** amount as shown for the Scope of Work.

Estimated Not to Exceed Amount for Tasks 1-11 **\$ 104,686.00**

The work is to start immediately and be completed on or about April 1, 2021.

Terms and Conditions:

All Terms and Conditions for Work Release No. 010 will remain in effect as identified in the **Professional Services Agreement 2011-PSA-008**.

Oakdale Irrigation District

Davids Engineering, Inc.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: Dr. Bryan Thoreson, P. E.

Title: General Manager

Title: Project Manager

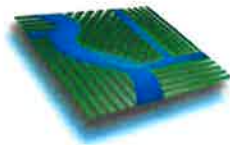
Date: _____

Date: _____

Proposal for Agricultural Water Management Plan 2021 Update for



Prepared by



DAVIDS
ENGINEERING, INC

1772 Picasso Ave., Suite A
Davis, CA 95616-0550

January 2020

Introduction

The Water Conservation Act of 2009 (Senate Bill X7-7, or SBx7-7) was enacted in November 2009 and, among other provisions, mandated development and adoption of an Agricultural Water Management Plan (AWMP) by the end of December 2012 for agricultural water suppliers providing water to 25,000 acres or more. It also required that Agricultural Water Management Plans (AWMP) be updated by December 31, 2015 and every five years thereafter. However, recent legislation through Assembly Bill 1668 (AB 1668) has altered the deadline for AWMP update development and adoption to April 1, 2021¹ and has amended the California Water Code and modified AWMP content requirements. This next AWMP update needs to be completed and adopted by governing boards by April 1, 2021 and then submitted to DWR and posted to websites within 30 days. Oakdale Irrigation District (OID) views the update as an opportunity to review the District's Water Resources Plan (WRP) goals and accomplishments, reassess those goals as necessary, and develop a near-term plan to guide implementation for the next five years and beyond. It is anticipated that a final draft of the OID AWMP update will be complete by the end of January 2021, leaving two months for the public process and Board adoption of the AWMP. Technical analyses supporting the update will be completed by the end of October 2020 (assuming work is initiated by August 2020).

The following section discusses considerations pertaining to the update to the OID water budget analysis. Then, the proposed scope, budget, and schedule for completion of the AWMP Update are provided.

Water Balance Update

A water balance for 2005 through 2014 was developed for the OID 2012 AWMP and 2015 AWMP update. The water balance was subsequently updated for 2015 and 2016 and refined to evaluate the District's service areas north and south of the Stanislaus River independently. It provides an accounting of all inflows to and outflows from the District's distribution system, farm lands, and drainage system, as well as for the District as a whole. As expected, the accounting reveals that water balance flow paths vary from month to month and from year to year. This variability is driven largely by changes in irrigation demand but may also be impacted by changes in OID operations and in water supply conditions. In order to understand the effects of these factors over time, as well as to account for and document water use for water rights protection, it is advisable to periodically update water balance calculations (i.e., annually or every few years). For the 2021 AWMP update, it is recommended that the OID water balance be updated to include water years 2017 through 2019.

¹ The five-year interval for AWMP updates will follow this new deadline. For example, the deadline for development and adoption of the next AWMP update after 2021 will be April 1, 2026.

Scope of Services

Task 1: Compile and Review Data for Water Budget Update

- 1.1. Assemble available data from OID and other sources, including the following:
 - Update GIS datasets where necessary– Most recent DWR land use surveys, OID distribution system and drains, OID wells and lift pumps, boundary outflow points, miscellaneous base data (imagery, roads, natural waterways, etc.)
 - OID flow data (2017 through 2019) – river diversions, transfers, District groundwater pumping, District drain pumping, boundary outflows
 - OID annual cropping records (2017 through 2019)
 - OID seepage test data (2017 through 2019), if available
 - CIMIS and NWS weather data for estimation of reference ET and precipitation (2017 through 2019)
 - Crop coefficients, including results of 2016 ET study

Task 2: Update OID Water Budget (2017 through 2019)

- 2.1. Crop Evapotranspiration and Precipitation Analysis
 - Quality control weather data
 - Update IDC input files for current IDC version.
 - Refine crop coefficient analysis incorporating additional METRIC data
 - Monthly ET tables for wet, dry and normal years based on the METRIC and SEBAL crop coefficients for the OID area for the crops included in the water balance
 - Assemble time series of acres by crop
 - Configure and run IDC
 - Review results; compare to prior water balance(s) for north and south service areas
- 2.2. Canal and Drain System Seepage Analysis
 - As necessary, review and update reach lengths, wetted perimeters, lining status, and days of operation
 - Review ponding test results and incorporate results into seepage analysis
 - Where lining status has changed, query underlying soil and assign estimated seepage rate
 - Calculate seepage volumes over time
- 2.3. Canal and Drain Riparian ET and Evaporation Analysis
 - As necessary, review and update reach lengths, wetted surface widths, and days of operation
 - Compute riparian ET over time
 - Compute evaporation, net of precipitation, over time
- 2.4. Boundary Outflows Analysis
 - Incorporate additional measurement sites into analysis, if applicable
 - Review and, if necessary, revise correlations among sites to gap-fill incomplete site records within and across years

- Review and, if necessary, revise OID analysis identifying watershed areas represented by sites with records and sites without records
 - Review and, if necessary, revise rules/assumptions for grouping of measured and unmeasured sites based on similarities in soils, topography, farming practices, distribution system operations, etc. through consultation with OID
 - Estimate unmeasured outflows and assemble record of total boundary outflows over time
- 2.5. Farm Deliveries Analysis
- Subject to availability, review farm delivery data from OID and characterize deliveries relative to crop ET for major crops
 - Expand estimated farm deliveries to all of OID and calculate farm deliveries over time for comparison to north and south area distribution system closure terms
- 2.6. Perform monthly water balance calculations for Water Years 2017 - 2019 and evaluate results
- Assemble complete time series datasets for all measured and estimated flow paths
 - Review monthly and seasonal results for north and south areas and identify anomalies or trends.
 - Review and, if necessary, revise uncertainty estimates associated with individual flow paths and water balance closure terms
 - Summarize water balance results for the update period by service area, and compare different year types (e.g., wet vs. dry years) within the total analysis period (2005-2019).
 - Plan and conduct a ½- day workshop with OID staff to review water balance results

Task 2 Assumptions:

1. Farm deliveries will be calculated as the closure term for the distribution system water balance accounting center.
2. Deep percolation of applied water will be calculated as the closure term of the farmed lands accounting center.
3. Tailwater from farmed lands will be calculated as the closure term of the drainage system accounting center.

Task 3: Update OID AWMP Water Balance Section

- 3.1. Document results of Tasks 1 and 2 in update of AWMP water balance section and detailed Appendix, including any revisions to the following:
 - Water balance structure, including water budget summaries for the north service area, south service area, and total service area
 - Selection of time period of analysis
 - Flow path data sources, estimation methods, estimated uncertainties
 - Summary of water balance results for analysis period as a whole and for differing year types

Task 4: Update AWMP Plan Text

- 4.1. Evaluate WRP implementation progress since the 2015 AWMP update (the “Report Card”) relative to Efficient Water Management Practices and other factors, including description of any difficulties encountered and resulting changes to the plan or schedule.
- 4.2. Update appropriate sections to describe development of the Basin Plan, OID’s role in implementing SGMA, and other recent and ongoing water management initiatives.

Task 5: Update Section Describing Potential Impacts of Climate Change on Future Water Supplies, Demand, and Flood Risk

Review and, if necessary, revise potential impacts of climate change on water supplies and demands, both internal and external to OID; identify revisions to potential actions and responses to climate change impacts. Incorporate results of climate change evaluation as part of the Eastern San Joaquin Groundwater Sustainability Plan (GSP), as appropriate.

- 5.1. Update Supply and Quality Impacts Evaluation
- 5.2. Update Demand Impacts Evaluation
- 5.3. Update Flood Risk Evaluation

Task 5 Assumptions:

1. Evaluation of potential climate change impacts and OID responses will not include quantitative analysis of the magnitude of potential impacts

Task 6: Update Section Describing EWMP Implementation

- 6.1. For each EWMP, discuss actions the District is taking to implement the practice
 - What has been done?
 - What will be done prior to the next AWMP update?
 - What is expected to be done in the long term, beyond the next update?
 - What are the water use efficiency improvements that have occurred and are expected to occur five and ten years in the future?
- 6.2. Re-evaluate and provide explanation for practices not to be implemented because they are not locally cost effective or technically infeasible

Task 6 Assumptions:

1. No quantitative benefit/cost analysis will be performed for individual EWMPs

Task 7: Update Draft Section Describing Delivery Measurement Plan

- 7.1. Review section drafted by OID staff describing status of compliance with SBx7-7 measurement requirements
- 7.2. Incorporate section into Draft AWMP

Task 7 Assumptions:

1. Section describing delivery measurement compliance will be drafted by OID staff.

Task 8: Develop Additional AWMP Materials per AB1668 Requirements

- 8.1. Organize water budget materials and results per reporting requirements in AB1668
- 8.2. Describe Water Management Objectives of OID per AB1668
- 8.3. Quantify Water Use Efficiency of OID per AB1668, including estimation of agronomic and environmental water uses
- 8.4. Update Drought Management Plan per requirements outlined in AB 1668
- 8.5. Incorporate Water Management Objectives, Water Use Efficiency, and Drought Management Plan materials into AWMP text

Task 9: Prepare Complete Draft Update of AWMP and Incorporate OID Review Comments

- 9.1. Assemble complete draft document update including all text, figures, tables, and appendices and submit to OID for review
- 9.2. Incorporate review comments into draft AWMP update and provide public review draft to OID in digital format

Task 10: Assist OID Staff with Board Presentation of AWMP

- 10.1. Prepare AWMP presentation for OID Board of Directors meeting.
- 10.2. Attend OID Board of Directors meeting and assist OID staff with presentation.

Task 11: Respond to and Incorporate Public Comments

- 11.1. Develop responses to public comments.
- 11.2. Incorporate responses to public comments into AWMP and provide final to OID in digital format.

Budget

The estimated budget required to prepare the OID AWMP Update (tasks 1 through 11), including update of the OID water balance is \$104,686. For budgeting purposes, a detailed task budget was prepared and is provided in Table 1. While estimated costs are based on a detailed, task by task buildup, actual project costs will not be tracked on a task basis nor will individual task budgets constrain charges for work performed up to the total estimated budget.

Table 1. Detailed Task Budget for Preparation of OID AWMP Update.

Oakdale Irrigation District - 2021 Agricultural Water Management Plan (AWMP) Development

| Project Task/Subtask | Labor Costs | | | | | Labor Costs Subtotal (\$) | Direct Costs | Direct Costs Subtotal (\$) | Total Cost (\$) |
|---|--------------------------------|---------------------------------|--------------------------------|-----------------------------|-----------------------------|---------------------------|----------------------------------|----------------------------|-----------------|
| | Supervising Engineer/Scientist | Associate Engineer/Scientist II | Associate Engineer/Scientist I | Staff Engineer/Scientist II | Technical/Project Assistant | | Miscellaneous Expenses (at cost) | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Hourly Rates | | | | | Rates | | | | |
| \$199 | \$172 | \$162 | \$152 | \$100 | \$0.58 | | | | |
| Task 1 - Compile and Review Historical Data (2017-2019) | | | | | | | | | |
| 1.1 Assemble available data from OID and other sources | 2 | 8 | 16 | 32 | 2 | \$9,430 | | | \$9,430 |
| Task 1 Subtotals | 2 | 8 | 16 | 32 | 2 | \$9,430 | | | \$9,430 |
| Task 2 - Update Water Budget for 2017 - 2019 | | | | | | | | | |
| 2.1 Crop ET and precipitation analysis | 1 | 8 | 24 | 40 | | \$11,543 | | | \$11,543 |
| 2.2 Canal and drain seepage analysis | | 1 | 8 | 4 | | \$2,076 | | | \$2,076 |
| 2.3 Canal and drain riparian ET and evaporation analysis | | 1 | 4 | 2 | | \$1,124 | | | \$1,124 |
| 2.4 Boundary outflows analysis | 1 | 4 | 8 | 16 | | \$4,615 | | | \$4,615 |
| 2.5 Farm Deliveries analysis | 2 | 4 | 12 | 24 | | \$6,678 | | | \$6,678 |
| 2.6 Perform monthly water budget calculations; evaluate results; plan and conduct 1/2 day workshop | 8 | 8 | 12 | 24 | 4 | \$8,960 | 125 | \$72 | \$9,032 |
| Task 2 Subtotals | 12 | 26 | 68 | 110 | 4 | \$34,996 | \$72 | \$72 | \$35,068 |
| Task 3 - Update OID Water Budget Plan Section | | | | | | | | | |
| 3.1 Document results of Tasks 1 and 2 in AWMP sections and appendix | 4 | 2 | 8 | 16 | 4 | \$5,268 | | | \$5,268 |
| Task 3 Subtotals | 4 | 2 | 8 | 16 | 4 | \$5,268 | | | \$5,268 |
| Task 4 - Revise AWMP Text to Integrate Water Resources Plan | | | | | | | | | |
| 4.1 Evaluate WRP implementation progress since 2015 AWMP update (the "Report Card") | 4 | | 8 | 16 | 2 | \$4,724 | | | \$4,724 |
| 4.2 Update additional plan sections | 4 | | 8 | 16 | 2 | \$4,724 | | | \$4,724 |
| Task 4 Subtotals | 8 | | 16 | 32 | 4 | \$9,448 | | | \$9,448 |
| Task 5 - Update Section Describing Potential Climate Change Impacts | | | | | | | | | |
| 5.1 Evaluate supply impacts | 2 | | 4 | 4 | | \$1,654 | | | \$1,654 |
| 5.2 Evaluate demand impacts | 2 | | 4 | 4 | | \$1,654 | | | \$1,654 |
| 5.3 Evaluate flood risk | 2 | | 4 | 4 | | \$1,654 | | | \$1,654 |
| Task 5 Subtotals | 6 | | 12 | 12 | | \$4,962 | | | \$4,962 |
| Task 6 - Update Section Describing EWMP Evaluation | | | | | | | | | |
| 6.1 Discuss OID actions for each EWMP | 2 | | 8 | 16 | | \$4,126 | | | \$4,126 |
| 6.2 Explain practices not locally cost effective or not technically feasible | 1 | | 1 | 4 | | \$969 | | | \$969 |
| Task 6 Subtotals | 3 | | 9 | 20 | | \$5,095 | | | \$5,095 |
| Task 7 - Review Draft Section Describing Delivery Measurement Plan | | | | | | | | | |
| 7.1 Review section drafted by OID describing compliance with SBx7-7 measurement requirements | 4 | | 6 | 4 | | \$2,700 | | | \$2,700 |
| 7.2 Incorporate review comments into Draft and provide final draft in digital format | 2 | | 4 | 4 | | \$1,654 | | | \$1,654 |
| Task 7 Subtotals | 6 | | 12 | 8 | | \$4,354 | | | \$4,354 |
| Task 8 - Develop Additional AWMP Materials per AB 1668 Requirements | | | | | | | | | |
| 8.1 Organize Water Budget Materials to Meet AB 1668 Reporting Requirements | 1 | | 2 | 4 | | \$1,131 | | | \$1,131 |
| 8.2 Describe Water Management Objectives | 2 | | 4 | 6 | | \$1,958 | | | \$1,958 |
| 8.3 Quantify Water Use Efficiency | 2 | | 12 | 24 | | \$5,990 | | | \$5,990 |
| 8.4 Update Drought Management Plan per AB 1668 Requirements | 4 | | 6 | 12 | | \$3,592 | | | \$3,592 |
| 8.5 Incorporate additional materials into AWMP text | 2 | | 4 | 8 | | \$2,262 | | | \$2,262 |
| Task 8 Subtotals | 11 | | 28 | 54 | | \$14,933 | | | \$14,933 |
| Task 9 - Prepare Complete Draft and Final AWMP 2021 Update and Incorporate OID Review Comments | | | | | | | | | |
| 9.1 Assemble complete first draft of AWMP including all text figures, tables, and appendices for OID review | 4 | | 8 | 8 | 8 | \$4,108 | | | \$4,108 |
| 9.2 Incorporate review comments into draft and provide final draft in digital format | 2 | | 8 | 8 | 4 | \$3,310 | | | \$3,310 |
| Task 9 Subtotals | 6 | | 16 | 16 | 12 | \$7,418 | | | \$7,418 |
| Task 10 - Assist OID Staff with Board Presentation of AWMP | | | | | | | | | |
| 10.1 Prepare AWMP presentation for OID Board of Directors meeting | 8 | | 8 | 4 | 2 | \$3,696 | | | \$3,696 |
| 10.2 Attend OID Board of Directors meeting and assist OID staff with presentation | 8 | | 8 | | | \$2,888 | 125 | \$72 | \$2,960 |
| Task 10 Subtotals | 16 | | 16 | 4 | 2 | \$6,584 | \$72 | \$72 | \$6,656 |
| Task 11 - Respond To and Incorporate Public Comments | | | | | | | | | |
| 11.1 Develop responses to public comments | 1 | | 2 | 2 | | \$827 | | | \$827 |
| 11.2 Incorporate responses to public comments in AWMP | 1 | | 2 | 2 | 4 | \$1,227 | | | \$1,227 |
| Task 11 Subtotals | 2 | | 4 | 4 | 4 | \$2,054 | | | \$2,054 |
| SubTotals | 74 | 36 | 201 | 304 | 28 | \$104,542 | \$144 | \$144 | \$104,686 |

Schedule

| Task # | Task Description | Half | | | | | | | | | | | | | | | | | | | | | | | |
|--------|---|------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 2 |
| 1 | Compile and Review Historical Data (2017-2019) | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Update OID Water Budget | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Update OID Water Budget Plan Section | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Revise AWMP Text | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Update Section Describing Potential Climate Change Impacts | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Update Section Describing EWMP Evaluation | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Review Draft Section Describing Delivery Measurement Plan | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Develop Additional AWMP Materials per AB 1668 Requirements | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Prepare Complete Draft and Final AWMP Update and Incorporate OID Review | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Assist OID Staff with Board Presentation of AWMP | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Respond To and Incorporate Public Comments | | | | | | | | | | | | | | | | | | | | | | | | |
| | Deliverables | | | | | | | | | | | | | | | | | | | | | | | | |

A OID Water Balance and EWMP Staff Workshop--date TBD.

Aa DE receives OID comments on section drafts.

B First complete draft of AWMP

C Final draft of AWMP after review cycle with OID.

D AWMP Presentation to Board of Directors--OID Board meeting--AWMP Hearing/Adoption

Appendix A: Summary of Data Sources for OID Water Balance Update

The following provides a summary of data series for the OID water balance update, anticipated data sources, and required supporting data.

| Data Description | Source | Supporting Data |
|---|-------------------------|--|
| River Diversions | OID | None |
| Entitlements/Transfers | OID | None |
| District Groundwater Pumping | OID | None |
| District Drain Pumping | OID | None |
| Canal Seepage | DE Analysis | GIS coverage of distribution system identifying lined sections, estimated wetted perimeters by reach, NRCS soils data, OID seepage test data, days of operation by reach and month |
| Spillage | OID | Operational spill measurements and % of area represented. |
| Canal Riparian ET | DE Analysis | GIS coverage of distribution system, Most recent DWR land use survey |
| Canal Evaporation | DE Analysis | GIS coverage of distribution system, estimated wetted surface widths by reach, days of operation by reach and month |
| Farm Deliveries | OID | OID delivery records, as available, with DE analysis |
| District Tailwater Reuse | DE Analysis | Area draining to distribution system, estimated tailwater production per acre |
| Precipitation | CIMIS/NWS | None |
| Crop Coefficients | DE Analysis | ET data for northern San Joaquin Valley |
| Reference ET | CIMIS | None |
| Crop ET _{aw} vs. Crop ET _{pr} | DE Analysis | Soils parameters from NRCS soils analysis for input to IDC |
| Private Pumping | DE Analysis | Estimated GW only area, estimated ET _{aw} and CCUF |
| Deep Perc. of Precip. | DE Analysis | Soils parameters from NRCS soils analysis for input to IDC |
| Deep Perc. of Applied Water | DE Analysis | Soils parameters from NRCS soils analysis for input to IDC |
| Farm Tailwater | Drainage System Closure | None |
| Runoff of Precip. | DE Analysis | Soils parameters from NRCS soils analysis for input to IDC |
| Private Drainwater Reuse | DE Analysis | OID list of properties with drainwater only, ET _{aw} and CCUF |
| Drain Evaporation | DE Analysis | GIS coverage of drains, estimated wetted surface widths by reach, days of flow by reach and month |
| Drain Riparian ET | DE Analysis | GIS coverage of drains, Most recent DWR land use survey |
| Drain Seepage | DE Analysis | GIS coverage of drains, estimated wetted perimeters by reach, NRCS soils data, OID seepage test data, days of flow by reach and month |
| Drain Interception | Assume Zero | None |
| Boundary Outflow | OID with DE Analysis | GIS coverage of outflow locations and drainage watersheds, OID outflow data |

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 23
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO CANCEL THE REGULARLY SCHEDULED BOARD MEETING ON MAY 5, 2020 TO ALLOW BOARD MEMBERS TO ATTEND THE ACWA AND JPIA 2020 SPRING CONFERENCE MAY 4-8, 2020 IN MONTEREY, CA

RECOMMENDED ACTION: Approve Cancellation of the May 5, 2020 Regularly Scheduled Board Meeting to Allow Board Members to Attend the ACWA and JPIA 2020 Spring Conference May 4-8, 2020 in Monterey, CA

BACKGROUND AND/OR HISTORY:

The ACWA and JPIA 2020 Spring Conference is scheduled for May 4 - 8, 2020 in Monterey, California. It is anticipated that several Directors will be in attendance.

The regularly scheduled Board Meetings in May are May 5 and 19, 2020. Staff is recommending that the Board Meeting scheduled on May 5, 2020 be cancelled. The May 19, 2020 Board Meeting would be held as scheduled.

FISCAL IMPACT: None

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: March 3, 2020
Item Number: 24
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON APPOINTMENT OF AN AD HOC COMMITTEE TO PROVIDE STAFF DIRECTION ON THE ARCHITECTURAL BUILDING DESIGN FOR THE DISTRICT'S NEW FACILITIES

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

BACKGROUND AND/OR HISTORY:

At the February 4, 2020 Board Meeting, Director DeBoer suggested that an Ad Hoc Committee be appointed to work with staff on the architectural design of the new facilities.

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

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

FISCAL IMPACT: None

ATTACHMENTS: None

Board Motion:

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

VOTE:

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

Action(s) to be taken:



DISCUSSION ITEMS

**BOARD MEETING OF
MARCH 3, 2020**

DISCUSSION ITEM

| | |
|--------------|---------------|
| Date: | March 3, 2020 |
| Item Number: | 25 |
| APN: | N/A |

**SUBJECT: DISCUSSION / PRESENTATION ON THE DISTRICT'S SURFACE WATER
DIVERSIONS AND DEEP WELL PRODUCTION**

BACKGROUND AND DISCUSSION:

OID's Water Operations Manager Eric Thorburn will provide a presentation and overview on OID's surface water diversions and deep well production for the Board's information.

ATTACHMENTS:

- PowerPoint Presentation

Board Comments:



COMMUNICATIONS

BOARD MEETING OF MARCH 3, 2020



MEMORANDUM

To: SJTA Managers
From: O'Laughlin & Paris
Issue: **SJTA Monthly Meeting: February 5, 2020**

On February 5, 2020, the SJTA held a monthly meeting to discuss budget, administration, and pending cases/issues. Below is a summary of the meeting.

1. **Budget:** Michael Clipper presented the SJTA Year-to-Date Budget.
2. **SJTA Invoices:** Invoices for January 2020 consisted of O'Laughlin & Paris's attorney fees, an invoice from Kathryn Davis & Associates for transcription costs, and an invoice from One Legal for filing fees in the wetlands litigation. Payment of all invoices was approved by a unanimous vote of the managers.
3. **OCAP-BO:** U.S. Fish and Wildlife and the National Marine Fisheries Service (the "Services") issued two separate Biological Opinions ("BOs") on October 21, 2019, concluding that the U.S. Bureau of Reclamation's proposed new operations for the CVP (the Long-Term Operations Plan for the CVP and SWP, or "LTO Plan") would not jeopardize listed species under the Endangered Species Act. The overall result will be a general relaxing of export restrictions and a decrease in Delta outflow. The review period for the BOs closed on January 21, 2020 and the Record of Decision, which finalizes the adoption of Reclamation's proposed action is anticipated soon. The State has previously indicated that it intends to file litigation against the federal agencies (either Reclamation, USFWS, NMFS - or all three) to ensure adequate protection of endangered species. However, the State has also indicated since then that it may be amenable to continued conversations with the federal agencies to avoid litigation.

Relatedly, DWR has released a draft EIR for its continued operation of the SWP, which is also intended to support CDFW's issuance of a California ESA (CESA) Incidental Take Permit for operation of the SWP. In issuing this draft EIR, the State has indicated that analysis in the Services' BOs is not scientifically adequate and that the lack of constraints placed on Reclamation's proposed operations by the Services will not protect listed species. In other words, DWR will not rely upon the BOs issued by the Services when operating the SWP, and will instead seek approval from CDFW for an ITP under CESA that is scientifically supported. The draft EIR is based on D-1641, not the unimpaired flow requirements in the new WQCP.

If the State elects to challenge the new biological opinions, the SJTA may wish to intervene. A complete analysis of whether intervention is warranted will need to await the State's filing of an actual suit.



4. **WQCP/SED - Coordinated Bay-Delta Litigation:** The State Water Board is still preparing the administrative record in the Coordinated Bay-Delta litigation, but on January 6, 2020, sent a draft index of the record to counsel for review. The record will total over 6,000 documents, and our office is in the process of reviewing the index for objections to included documents or to seek addition of documents not included by the Board.

The United States' CEQA challenges to the WQCP filed in federal court were recently stayed so that the Sacramento Superior Court may resolve those claims. The U.S.'s remaining claim in federal court alleging discrimination in violation of intergovernmental immunity will proceed in parallel with the coordinated cases in Sacramento. However, the SWB has moved to dismiss the intergovernmental immunity claim on the basis that the action is not ripe for review because the WQCP is not self-implementing. The SJTA disagrees with this position. A broadly worded decision from the federal court could impact the ripeness of the SJTA's case in state court. Accordingly, the SJTA will file an amicus brief to support the United States' position regarding ripeness, and, alternatively, to request that the federal court expressly limit its decision to the U.S.'s intergovernmental immunity claim if the matter is deemed not ripe.

5. **Voluntary Agreements:** On February 4, 2020, the State Team (comprised of SWB staff, DWR and DFW) announced its new comprehensive "framework" for the VAs, including flows, habitat, and funding proposals that it deems to be "adequate" for presentation to the State Water Board. The PowerPoint presentation outlining the State Team's proposal is attached hereto for review. Broadly, the new VA framework establishes required Delta outflow, provides for over 60,000 acres of habitat restoration, and will cost in excess of \$5.2 billion over the next 15 years. The State Team has indicated that the "baseline" for flow (i.e., Decision 1641 and operations under the 2008/2009 BOs) is non-negotiable, as is the determination of "adequacy." The State Team wants to complete the VA process by June. At this stage, there are few details about the interplay of Phase I and Phase II within the VA framework, and what it will look like on the ground to enter into a VA. We will continue to keep you apprised of any developments on this front.
6. **Wetlands Regulatory Proceedings and Complaint:** The wetlands procedures adopted by the Board in April 2019 were approved by the Office of Administrative Law on August 28, 2019, and the procedures are scheduled to take effect May 28, 2020 (9 months after OAL approval). The SJTA has filed a complaint challenging the wetlands regulations, and has now filed a letter requesting the Board to prepare the administrative record for the lawsuit. The attorney general's office has demurred to the SJTA's petition, and the SJTA has responded; the hearing on the demurrer will occur on February 14, 2020.
7. **CV-SALTS:** The Board voted to approve the CV-SALTS program on October 16, 2019, and OAL approved the program (as a change to the existing WQCP) on January 15, 2020. O'Laughlin & Paris sent an email detailing the adoption of the program and



changes made by the Board on October 24, 2019. The salt and nitrate programs will now begin rolling out in “waves,” according to the status of the groundwater basins covered by the program. The Regional Boards have indicated they plan to send out compliance notices beginning in March, which will trigger 270-day windows to submit management zone proposals, for those entities in the first “wave” of basins receiving notices.

8. **Curtailment Litigation:** A hearing on the attorney’s fees and costs motions was held on December 18, 2019. The court adopted a tentative order declining to award fees to any of the prevailing parties, including the SJTA, based on the court’s belief that the parties’ financial interest in avoiding curtailment fines outweighed the benefit shared with the general public as a result of the litigation. The merits of the litigation are being appealed by the Board, so appealing the attorney’s fees issue will require little additional work. At the meeting, the SJTA managers agreed to appeal the denial of attorney’s fees.
9. **Delta Conveyance Project:** Our office attended a scoping meeting for the new Delta Conveyance Project – the successor to the WaterFix project. DWR is the lead agency for the Project. The new proposal is for a single tunnel to convey water south of the Delta, with a proposed capacity of 6,000 cfs (although as part of the EIR process, DWR will consider a range of 3,000 to 7,500 cfs capacity). The Draft EIR is anticipated in the end of 2020, and after significant public review the Final EIR is currently projected for early 2022. DWR will initiate the petition to modify water right permits as early as mid-2021 – as a reminder, they filed a similar petition for WaterFix, but then abandoned that petition when WaterFix was scrapped. DWR is accepting scoping comments to help structure the Draft EIR through March 20, 2020; our office will draft comments as appropriate, and will keep the STJA apprised of further developments.



February 17, 2020

President Sklar
California Fish and Game Commission
fgc@fgc.ca.gov

Re: Agenda Item 23 - Delta Fisheries Management Policy and Striped Bass Policy

Dear President Sklar and Commissioners:

As a broad, State-wide coalition of water agencies and water users, we are writing to support adoption of the staff draft Delta Fisheries Management Policy and revised Striped Bass Policy. For several months, members of our coalition have been engaged with Commission staff, Department personnel, and other stakeholders to carefully craft policies that will properly serve as guiding principles for more balanced and appropriate management of the Sacramento-San Joaquin Delta ecosystem. All parties actively engaged in the development of the Delta Fisheries Management Policy have reached a consensus, and we believe that this policy should be adopted at this time, along with the revised Striped Bass Policy.

We believe that the proposed policies properly rely on the use of credible science and continued research to facilitate the holistic and sustainable management of the Delta. Specifically, the policies call for prioritization of listed species, consistent with the Commission's public trust responsibilities, while recognizing a variety of stressors that have likely contributed to the decline of the ecosystem and its fisheries. In addition, our coalition is strongly supportive of staff's proposal to avoid any numeric targets for any species in the Commission's adopted policies. We support the position held by staff, and Commissioners at prior hearings, that Commission policies should provide overarching direction and priorities while leaving specific management actions to be developed by the Department of Fish and Wildlife.

Notably, these policies align with the Newsom Administration's direction in the *Water Resilience Portfolio* to "adapt and retool our water management system" in order to balance the needs of the environment and water users. These new and updated policies complement the portfolio's call to protect and enhance natural systems by helping to protect the economic and ecological vitality of the Sacramento-San Joaquin Delta.

In conclusion, we would like to thank staff and the Commission for the diligent and collaborative work on these important policies. We support the draft Delta Fisheries Management and draft revised Striped Bass policies and strongly encourage their immediate adoption.

Sincerely,

Coalition for a Sustainable Delta
Northern California Water Association
San Luis Delta Mendota Water Authority
Kern County Water Agency
Milk Producers Council

Agricultural Council of California
Tehama Colusa Canal Authority
Western Growers
California Farm Bureau Federation
California Cotton Ginner & Growers Association

Western Agricultural Processors Association
Almond Alliance
California Association of Wheat Growers
California Seed Association
California Grain & Feed Association
California Pear Growers Association
Oakdale Irrigation District
Tulare Lake Basin Water Storage District
South Valley Water Association
Nisei Farmers League
California Fresh Fruit Association
African American Farmers of California
California Rice Commission
San Joaquin River Exchange Contractors Water Authority
Desert Water Agency
Antelope Valley-East Kern Water Agency

Solano County Water Agency
Napa Co. Flood Control & Water Conservation Dist.
State Water Contractors, Inc.
Palmdale Water District
Central Coast Water Authority
Metropolitan Water District of Southern California
Mojave Water Agency
Valley Ag Water Coalition
Santa Clarita Valley Water Agency
Tulare Lake Basin Water Storage District
Coachella Valley Water District
San Bernardino Valley Municipal Water District
Southern California Water Coalition
Santa Clara Valley Water District



**SOUTH SAN JOAQUIN
IRRIGATION DISTRICT**

February 19, 2020

Via USPS First Class Mail & Email

Mr. Michael Minkler
General Manager
Calaveras County Water District
P.O. Box 846
San Andreas, CA 95249
michaelm@ccwd.org

Re: 2020 Stanislaus River Operations

Mr. Minkler,

Oakdale Irrigation District and South San Joaquin Irrigation District ("Districts") write to discuss operations on the Stanislaus River during the upcoming irrigation season, and to reiterate that Calaveras County Water District's ("CCWD") permits contain several restrictions on its diversions at New Spicer Reservoir that will impact those operations.

The permits authorizing reservoir storage at New Spicer Reservoir from November 1 to July 1 require CCWD to bypass uncontrolled flow whenever "there is inadequate flow to New Melones Reservoir to satisfy" senior water right holders. (Permit No. 15013, Condition 31; Permit 15018, Condition 30; Permit 15024, Condition 31.) Likewise, the permit authorizing CCWD to divert or redivert water from Lake Tulloch from March 1 through July 1 contains the same condition requiring bypass whenever flows are insufficient to satisfy senior water rights. (Permit No. 15015, Condition 20.) These conditions were placed on CCWD's permits by the State Water Resources Control Board in Order No. 97-05, when the Districts protested CCWD's change petitions for New Spicer Reservoir.

The Districts expect that CCWD will abide by these permit conditions, and will bypass any inflow into New Spicer Reservoir between March 1, 2020, and November 1, 2020, when the Districts' senior water rights entitle them to the first 1,1816.6 cubic feet per second on the Stanislaus River.

As always, the Districts are amenable to discussing alternative operations with CCWD to allow for certain power and recreational uses at New Spicer Reservoir, provided those operations ensure the protection of the Districts' senior water rights.

February 19, 2020

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If you have any questions, or would like to discuss this year's operations, please contact Peter Rietkerk, General Manager at South San Joaquin Irrigation District, or Steve Knell, General Manager at Oakdale Irrigation District, to arrange a joint meeting.

Best regards,

OAKDALE IRRIGATION DISTRICT

By: 
Steve R. Knell, General Manager

1205 East F Street
Oakdale, CA 95361
(209) 847-0341

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: 
Peter Rietkerk, General Manager

11011 E. Highway 120
Manteca, CA 95336
(209) 249-4600



CLOSED SESSION ITEMS

BOARD MEETING OF MARCH 3, 2020