

**AGENDA
OAKDALE IRRIGATION DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING
DECEMBER 12, 2023**

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

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

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

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

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

PLEDGE OF ALLEGIANCE

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

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

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

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

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

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

A. Consent Calendar:

	Page No.
1 Approve the Board of Directors Minutes of the Regular Meeting of November 7, 2023	6
2 Approve Oakdale Irrigation District's Statement of Obligations	15
3 Approve OID Improvement Districts' Statement of Obligations	21
4 Approve the Treasurer's Report and Financial Statements for the Ten Months Ending October 31, 2023	24
5 Approve Resolution Adopting the Oakdale Irrigation District's 2024 Investment Policy	52

B. Action Calendar:

	Page No.
6 Review and take possible action to Adopt a Resolution Amending the Reserve Policy	65
7 Review and take possible action to Approve the Board Meeting Schedule for 2024	81
8 Review and take possible action to Approve the Employee 2024 Operating Engineers Local 3 (OE3) Official Salary and Wage Schedule Effective January 14, 2024	83
9 Review and take possible action to Approve the Employee 2024 Unrepresented Salary and Wage Schedules Effective January 14, 2024	85
10 Review and Take Possible Action to Approve District Service Awards for 2023	87
11 Review and Take Possible Action to Approve District Perfect Attendance Awards for 2023	88
12 Review and Take Possible Action to Authorize the General Manager to Execute the Funding Agreement Between the State of California Department of Water Resources and Oakdale Irrigation District for A Sustainable Groundwater Management Act (SGMA) implementation Grant and any Future Amendments	89
13 Review and Take Possible Action to Authorize the General Manager to Execute a Work Release with Davids Engineering, Inc. for Design of Reaches 1, 2, & 3 of the OID In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion and Amend the 2024 Budget	126
14 Discussion Regarding Future District Membership of ACWA/JPIA and How That Affects Tri-Dam Membership of ACWA/JPIA	144

C. Communications:

- 15 Directors' Comments/Suggestions
- 16 Committee Reports
- 17 General Manager's report on the status of OID activities.
- 18 Water Counsel report

D. Closed Session:

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

E. Adjournment:

- The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, January 16, 2023, at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Project** and **Tri-Dam Power Authority** and other joint business matters is scheduled for **Thursday, December 21, 2023, at 9:00 a.m.** at the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Executive Assistant at (209) 840-5502.

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



PUBLIC COMMENT

BOARD MEETING OF DECEMBER 12, 2023



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF DECEMBER 12, 2023

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 1
Staff: Scot A. Moody

SUBJECT: APPROVE THE BOARD OF DIRECTORS MINUTES OF THE REGULAR MEETING OF NOVEMBER 7, 2023

RECOMMENDED ACTION: Approve the Board of Directors Minutes of the Regular Meeting of NOVEMBER 7, 2023

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Meeting of November 7, 2023

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
November 7, 2023

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

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

Staff Present: Scot A. Moody, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer
Eric Thorburn, District Engineer/Water Operations Manager
Joe Kosakiewicz, Construction and Maintenance Manager
Kim Bukhari, Human Relations Manager

Also Present: Fred Silva, General Counsel

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

At the hour of 9:00 a.m., the Board welcomed public comment.

PUBLIC COMMENT

There was no public comment.

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

CONSENT CALENDAR **ITEM NOS. 1-7**

- 1 Approve the **Board of Directors Minutes of the Regular Meeting of October 3, 2023**
- 2 Approve **Oakdale Irrigation District's** Statement of Obligations
- 3 Approve **OID Improvement Districts'** Statement of Obligations
- 4 Approve 2024 Miscellaneous Rates and Charges for Special Services and Deep Well Rental Charges for 2024
- 5 Approve the Treasurer's Report and Financial Statements for The Nine Months Ending September 30, 2023
- 6 Approve Adoption of **Resolution** Authorizing The Disposal of Property No Longer

Necessary for District Purposes

- 7 Approve Rejection of Claim Submitted by the Law Offices of Corren & Corren on Behalf of Vera Whittenburg

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

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

The motion passed by a 5-0 vote.

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

ACTION CALENDAR
ITEM NOS. 8 - 14

Item No. 8

Review and Take Possible Action to Approve Renewal of Health Insurance Coverage
Effective January 1, 2024

A motion was made by Director Santos, and seconded by Director Tobias, to approve Review and Take Possible Action to Approve Renewal of Health Insurance Coverage Effective January 1, 2024:

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

The motion passed by a 5-0 vote.

At the hour of 9:07 a.m., the Board welcomed public comment.

Public Comment closed at 9:07 a.m. and the Board Meeting continued.

Item No. 9

Review and Take Possible Action to adopt the 2024 Budget

A motion was made by Director Santos, and seconded by Director DeBoer, to Review and Take Possible Action to adopt the 2024 Budget:

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

The motion passed by a 5-0 vote.

At the hour of 9:48 a.m., the Board welcomed public comment.

Public Comment closed at 9:50 a.m. and the Board Meeting continued.

Item No. 10

Review and Take Possible Action to Adopt A Resolution Accepting Department of Water Resources Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation – Round 2 Grant Funds

A motion was made by Director Doornenbal, and seconded by Director Santos, to Review and Take Possible Action to Adopt A **Resolution** Accepting Department of Water Resources Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation – Round 2 Grant Funds:

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

The motion passed by a 5-0 vote.

Item No. 11

Review and Take Possible Action to Adopt a Resolution Authorizing the Disposal of

Property No Longer Necessary for District Purposes, Declaring a Portion of APN 084-001-006 Exempt Surplus, and Authorizing the General Manager and Board President to Execute the Sales Agreement and Escrow Documents to Sell the Surplus Portion to the County of Stanislaus for the State Route 108/North County Corridor Project

A motion was made by Director Santos, and seconded by Director Tobias, to Review and Take Possible Action to Adopt a **Resolution** Authorizing the Disposal of Property No Longer Necessary for District Purposes, Declaring a Portion of APN 084-001-006 Exempt Surplus, and Authorizing the General Manager and Board President to Execute the Sales Agreement and Escrow Documents to Sell the Surplus Portion to the County of Stanislaus for the State Route 108/North County Corridor Project:

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

The motion passed by a 5-0 vote.

Item No. 12

Review and Take Possible Action to Approve the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency Cost Sharing Agreement and Allow the General Manager to Execute

A motion was made by Director Santos, and seconded by Director Doornenbal, to Review and Take Possible Action to Approve the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency Cost Sharing Agreement and Allow the General Manager to Execute:

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

The motion passed by a 5-0 vote.

DISCUSSION ITEMS
ITEM NO. 13

Item No. 13

Review and Take Possible Action to Deny Landowner's Request For a Variance to OID Policy to Permit and Install Multiple Private Irrigation Delivery Points on OID's Austin Pipeline

A motion was made by Director Doornenbal, and seconded by Director Deboer, to Review and Take Possible Action to Deny Landowner's Request For a Variance to OID Policy to Permit and Install Multiple Private Irrigation Delivery Points on OID's Austin Pipeline:

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

The motion passed by a 5-0 vote.

At the hour of 1:21p.m., the Board welcomed public comment.

Public Comment closed at 1:21 p.m. and the Board Meeting continued.

DISCUSSION ITEMS

ITEM NO. 14

Item No. 14

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

A motion was made by Director Deboer, and seconded by Director Tobias, to Review and Take Possible Action to Approve Amendment No. 1 to the Contract With Provost and Pritchard for the 90% Design of the Canyon Tunnel Project:

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

The motion passed by a 5-0 vote.

At the hour of 1:37p.m., the Board welcomed public comment.

Public Comment closed at 1:37 p.m. and the Board Meeting continued.

COMMUNICATIONS

ITEM NOS. 15-18

Item No. 15

Directors' Comments/Suggestions

Director Orvis:

President Orvis mentioned that this is the first issue for the season and that the Board may have more approaches in the future. President Orvis mentioned that the recent weather gives opportunities to play catch-up on maintenance items. President Orvis mentioned that the Stanislaus County Water Advisory Committee met last week and they had a presentation regarding the 20-year program. President Orvis offered to provide the link to the presentation for anyone who may be interested in learning more. President Orvis also mentioned that the new District Engineer for MID discussed the 20-year program and provided a presentation regarding groundwater recharge. The Committee Spray Safe will be on the 17th at Modesto Junior College. CE hours are provided and an opportunity to take the new test. President Orvis mentioned that this Thursday will be the year-end BBQ. Finally, President Orvis mentioned that he and Scot will be attending ACWA in the coming weeks.

Director Tobias:

Director Tobias applauded the Budget Committee, along with CFO Cisneros for their efforts regarding the budget. Director Tobias thanked staff for their patience with regard to the discussions with Mr. Nino. He is looking forward to a good winter and construction season.

Director DeBoer:

Director DeBoer expressed his opinion that both Boards need more input on the Tri-Dam budget. He also believes that existing or new committees need to be involved in labor negotiations with Tri-Dam.

Director Santos:

Director Santos expressed the same sentiments as Director DeBoer and is thankful for CFO Cisneros's explanation regarding the budget. Director Santos expressed her appreciation for Scot, Eric and Joe's efforts with one of our constituents. He has a right to be here to voice his opinions to the Board. Director Santos thanked staff for their time trying to mitigate things.

Director Santos attended the Tri-Dam Halloween party at their new location in Sonora and expressed that the Sonora office will be nice.

Directors Santos hopes for an early winter and consistent, but not too consistent. She is also glad that the irrigation season is over for this year.

Director Doornenbal:

Director Doornenbal also thanked everyone for their work on the Budget. Director Doornenbal expressed his appreciation to Joe, Eric and Brad for their time spent with Mr. Nino. He feels they went the extra mil to help him, but it didn't work.

General Manager Moody:

Domestic Water Meeting – Joe B. and Eric put together a nice presentation regarding Improvement??? District well issues.

Director Doornenbal:

Tri-Dam – Summer is up to the task. She's got her work cut out for her dealing with personality issues and the budget has some really concerning items to be dealt with.

Item No. 17

General Manager's report on the status of OID activities

General Manager, Scot Moody, discussed the potential for a customer appreciate event in the future. He also discussed possibly organizing some type of Grower meeting as well.

President Orvis suggested that GM Moody start creating a newsletter next year. He suggested maybe posting the newsletter online, with access to subscribers so that they are interested in the details.

GM Moody also discussed the Department of Water Resources meetings and the Eastern San Joaquin GSP.

GM Moody thanked Christine for assisting with the board meeting while Julie and Genna both attended the Board Secretary training.

At the hour of 12:11 a.m. public comment opened.

Public comment closed at 12:11 a.m.

Water Counsel Report

Item No. 18

There was no Water Counsel report.

CLOSED SESSION

ITEM NO. 19 AND 20

- 19 Conference with Real Property Negotiator
California Government Code Section 54656.8
Property: Canyon Tunnel
Negotiating Parties: Mangante, Rancheria Del Rio Estanislau, LLC
District Negotiator: Scott Moody, OID General Manager
Under Negotiation: Price and terms of Payment of Sale
- 20 Government Code §54956.9(d)(2) – Potential Exposure to Litigation

President Orvis mentioned the next Tri-Dam meeting will be held at South San Joaquin Irrigation District on **Thursday, December 21, 2023 at 9:00 a.m.** President Orvis also mentioned that the next Regular Board Meeting is scheduled for **Tuesday, December 12, 2023**, at 9:00 a.m.

At the hour of 1:20 p.m. the board reconvened to open session.

No reportable action.

OTHER ACTION

At the hour of 1:22 p.m. the meeting was adjourned. The next Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, January 16, 2024, at 9:00 a.m.** Details can be obtained by calling (209) 847-0341.

The next Joint Board Meeting of the South San Joaquin and Oakdale Irrigation Districts serving the Tri-Dam Project and Tri-Dam Authority and other joint business matters is scheduled for **Thursday, January 18, 2023, at 9:00 a.m.** at the office of Oakdale Irrigation District, 1205 East F Street, Oakdale,

Attest:

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 2
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
California Department of Tax & Fee Administration	2023-2024 Water Right Fees	\$ 194,622.55
IRS	Payroll Taxes	125,004.77
CalPERS	Retirement Contribution	87,157.67
USDA Rural Development	ID52 Final Annual Loan Payment	77,196.20
RDO Equipment Co.	2023 Vermeer BC1500 Brush Chipper	74,389.33
Target Specialty Products	Sapphire, Brandt and Dimension	54,838.73
Hilmar Lumber, Inc.	Pipe	51,270.32
Kaiser	Healthcare – December	50,350.17
Sutter Health Plus	Healthcare – December	49,554.38
Springbrook Holding Company, LLC	2024 Maintenance Services and Civic Pay	42,796.56
	Other Obligations:	386,757.73
	Total Obligations:	\$ 1,193,938.41

FISCAL IMPACT: \$1,193,938.41

ATTACHMENTS:

- Statement of Obligations – Check Register

Board Motion:

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

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

12/12/2023

Accounts Payable

Check Register - October 30, 2023 - December 4, 2023



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
1030231	10/30/2023	Samba Holdings, Inc.	\$ 199.02	Fleet Watch - September
1101231	11/1/2023	Clover Services	44.95	Merchant Service Fees
1107231	11/7/2023	Internal Revenue Service	1,070.81	Payroll Taxes
1107232	11/7/2023	Employment Development Department	37.44	Payroll Taxes
1108231	11/8/2023	Visa	2,009.76	Cloud Storage, Dropbox Plus Subscription and CPR/AED Training Material
33983	11/9/2023	ABS Presort, Inc.	483.71	Envelopes
33984	11/9/2023	ACWA - Association of California Water Agencies	25,395.00	2024 Membership Dues
33985	11/9/2023	Amazon Capital Services	3,100.53	Screen Protector, Phone Cases, USB Data Loggers, Post Hole Diggers,
33986	11/9/2023	Ameriflex	1,641.24	FSA-125
33987	11/9/2023	Boutin Jones, Inc.	197.12	Legal
33988	11/9/2023	Bukhari, Kim	180.52	2023 CalPELRA Conference Mileage Reimbursement
33989	11/9/2023	Bumgardner Biological Consulting, Inc.	1,093.85	WR# 010 - Biological Consulting Services
33990	11/9/2023	California State Disbursement Unit	533.53	Levy
33991	11/9/2023	CalNeva Water	5,187.69	Legal
33992	11/9/2023	Cals Engine & Machine	90.00	Resurface Flywheel
33993	11/9/2023	Casey Records Management	96.00	Shredding Services - October
33994	11/9/2023	Central Irrigation Modesto, LLC	318.54	Lift Nut
33995	11/9/2023	City of Oakdale Utilities	6,873.18	Water Usage
33996	11/9/2023	Comcast	513.70	Analog Lines, TV and Internet - October
33997	11/9/2023	Cutting Edge Supply	323.40	Carbon Bars
33998	11/9/2023	Davids Engineering, Inc.	6,546.00	WR# 015
33999	11/9/2023	Denair Lumber Company, Inc.	66.06	Drywall
34000	11/9/2023	Donlee Pump Company	747.96	Annual APCD Test
34001	11/9/2023	East San Joaquin Water Quality Coalition	50.00	2024 Membership Fee
34002	11/9/2023	Far West Laboratories, Inc.	2,106.00	Bac-T, Copper and Lead Testing
34003	11/9/2023	Fastenal Company	2,483.69	Berry and Citrus Powder, Bolts, Rags, Nuts and Washers
34004	11/9/2023	Frasco Profiles	148.35	Background Checks
34005	11/9/2023	Fresno Valves & Castings, Inc.	4,818.37	Slide Gates
34006	11/9/2023	George Reed, Inc.	646.48	18" Minus and AB-CL II
34007	11/9/2023	Gilton Solid Waste Management, Inc.	438.15	Refuse Charges - October
34008	11/9/2023	Grgich Family Catering, Inc.	1,820.70	2023 End of Irrigation Season Catering
34009	11/9/2023	Grover Landscape Services, Inc.	567.10	Landscaping - October
34010	11/9/2023	Haidlen Ford	1,692.47	Clock Soring Assembly, Tensioners, Pulleys and Fan/Motor Assembly
34011	11/9/2023	Hilmar Lumber, Inc.	1,491.49	Elbows and Paint
34012	11/9/2023	Hunt & Sons Inc.	21,195.99	Fuel
34013	11/9/2023	Kaiser Foundation Health Plan, Inc.	50,350.17	Healthcare Insurance - December
34014	11/9/2023	Ketchum Jr., Castle	61.04	On-Call Mileage Reimbursement
34015	11/9/2023	Keyes Truck Center	282.54	Filters
34016	11/9/2023	Krohne Inc.	22,723.39	Flow Meters and Converters
34017	11/9/2023	The McClatchy Company, LLC	820.00	Social Media Recruitment DSO/C&M Position
34018	11/9/2023	Mission Uniform Service	841.65	Uniform Services
34019	11/9/2023	Morrill Industries, Inc.	2,511.43	Coupler Starters and Gaskets
34020	11/9/2023	Next Level Parts, Inc.	513.80	Switch Rotary, Bulbs, Hydraulic Lube and Fittings
34021	11/9/2023	Oakdale Leader	362.00	2023 Farm & Ranch Ad and Subscription Renewal
34022	11/9/2023	ODP Business Solutions LLC	455.56	Office Supplies
34023	11/9/2023	OID Improvement Districts	4,635.57	2024 October Collections Reimbursement
34024	11/9/2023	Ontel Security Services, Inc.	275.00	Security Monitoring - October
34025	11/9/2023	Pape Machinery - Power Plan	129.74	Filters
34026	11/9/2023	P&D Ventures Inc.	2,383.21	Janitorial Services - November
34027	11/9/2023	P & L Concrete Products, Inc.	236.99	Concrete
34028	11/9/2023	Provost & Pritchard Consulting Group, Inc.	11,977.51	WR# 035, 039, 043 and 045
34029	11/9/2023	RDO Equipment Co.	74,389.33	2023 Vermeer BC1500 Brush Chipper
34030	11/9/2023	Rubicon, Inc.	1,854.22	Switch, LCD Display and Connection Board
34031	11/9/2023	Springbrook Holding Company, LLC	42,796.56	2024 Maintenance Services and Civic Pay
34032	11/9/2023	Stanislaus County Tax Collector	183.80	Assessments
34033	11/9/2023	Stanislaus Business Alliance	337.50	Workkey Testing - October
34034	11/9/2023	Steve Harkrader Trucking	20,862.00	Hauling Dirt Services
34035	11/9/2023	Streamline	497.00	Member Web Services - November
34036	11/9/2023	Sutter Health Plus	49,554.38	Healthcare Insurance - December
34037	11/9/2023	Target Specialty Products	54,838.73	Sapphire, Brandt and Dimension
34038	11/9/2023	TechnoFlo Systems	5,242.00	Pulsar/Greyline Area-Velocity Flow Meter
34039	11/9/2023	Tim O'Laughlin A Professional Law Corporation	3,760.84	Legal Matters
34040	11/9/2023	TP Express	2,475.00	Regular Portable and Single Towable Restrooms

Accounts Payable

Check Register - October 30, 2023 - December 4, 2023



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
34041	11/9/2023	UBEO Business Services	651.03	Copier Usage 09/24/23 - 10/23/23
34042	11/9/2023	Verizon	1,498.95	Vehicle Tracking Services - October
34043	11/9/2023	Walsh, John	59.98	Health and Wellness Reimbursement Oct-Nov 2023
34044	11/9/2023	White Cap Construction Supply	109.00	Rope
34045	11/9/2023	Wienhoff Drug Testing, Inc.	850.00	Non-DOT Random Drug Testing
34046	11/9/2023	Xavier, Osvaldo	150.00	Productivity Enhancement Certificates
1109231	11/9/2023	Internal Revenue Service	59,723.31	Payroll Taxes
1109232	11/9/2023	VOYA Retirement	9,481.05	Retirement Contribution
1109233	11/9/2023	ICMA Retirement	4,732.55	Retirement Contribution
1109234	11/9/2023	California Public Employees' Retirement System	42,825.28	Retirement Contribution
1109235	11/9/2023	Employment Development Department	11,109.27	Payroll Taxes
1116231	11/16/2023	AmeriFlex	305.50	FSA Admin Fees - October
1124231	11/24/2023	Internal Revenue Service	60,292.48	Payroll Taxes
1124232	11/24/2023	VOYA Retirement	9,725.28	Retirement Contribution
1124233	11/24/2023	ICMA Retirement	4,997.72	Retirement Contribution
1124234	11/24/2023	Employment Development Department	11,132.00	Payroll Taxes
34047	11/27/2023	Ace Hardware	159.58	Batteries, Outlet Box, Electric Pliers, Soder and Toolbox
34048	11/27/2023	Airgas USA, LLC	180.31	Goggles and Leak Test
34049	11/27/2023	Amazon Capital Services	140.88	Batteries and Phone Cases
34050	11/27/2023	Ameriflex	1,481.24	FSA-125
34051	11/27/2023	Ardurra Group, Inc.	10,366.25	WR# 002 - On Call Surveying Services
34052	11/27/2023	Azteca Systems, LLC	16,660.80	2024 Maintenance Renewal
34053	11/27/2023	Brown, Noah	69.34	Steel Toe Boot Reimbursement
34054	11/27/2023	Bukhari, Kim	61.31	Notary Bond Filing and Mileage Reimbursement
34055	11/27/2023	California Department of Tax & Fee Administration	194,622.55	2023-2024 Water Right Fees
34056	11/27/2023	California State Disbursement Unit	533.53	Levy
34057	11/27/2023	Central Valley Pump, Inc.	747.50	WR# 021 - Deep Well Pump Assessment
34058	11/27/2023	Chavolla, Juan	75.00	Steel Toe Boot Reimbursement
34059	11/27/2023	Comcast Business	401.10	Office Phone Charges - October
34060	11/27/2023	CoreLogic Solutions, LLC	300.50	Real Quest - October
34061	11/27/2023	CVAR Charitable Foundation	150.00	Community Sharing Donation
34062	11/27/2023	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	9,454.00	Legal Matters
34063	11/27/2023	Da Silva, Joe	75.00	Steel Toe Boot Reimbursement
34064	11/27/2023	Fastenal Company	1,622.37	Electric Tool Combo Kits
34065	11/27/2023	Fresno Valves & Castings, Inc.	5,053.41	Slide Gates
34066	11/27/2023	George Reed, Inc.	616.48	18" Minus
34067	11/27/2023	Gilton Resource Recovery Transfer Facility, Inc.	1,879.66	Green and Solid Waste - October
34068	11/27/2023	Gilton Solid Waste Management, Inc.	104.00	Refuse Charges - October
34069	11/27/2023	Grainger	146.70	Iron Caps
34070	11/27/2023	Haidlen Ford	661.82	Diesel Emissions Fluid, Water Pump Assembly and Hoses
34071	11/27/2023	Hassell, Julie M.	238.81	Board Secretary/Clerk Conference Mileage Reimbursement Filing Notary Oath and Bond Mileage Reimbursement
34072	11/27/2023	Hilmar Lumber, Inc.	51,270.32	Pipe
34073	11/27/2023	Hunt & Sons Inc.	5,162.56	Fuel
34074	11/27/2023	Jepson, Zack	195.00	Productivity Enhancement Certificates
34075	11/27/2023	Jorgensen Company	1,349.37	CAL Gas, Repair Gas Detectors and O2 Sensors
34076	11/27/2023	Krohne Inc.	8,788.14	Flow Meter & Converter
34077	11/27/2023	Lertora, Richard	449.94	Health and Wellness Reimbursement Jan-Nov 2023
34078	11/27/2023	Looper, Brenton	330.00	Productivity Enhancement Certificates
34079	11/27/2023	Mission Uniform Service	516.04	Uniform Services
34080	11/27/2023	Morrill Industries, Inc.	3,735.98	Coupler Starters and Gaskets
34081	11/27/2023	NBS	973.75	Consulting Services - CAP Study
34082	11/27/2023	Next Level Parts, Inc.	280.25	Hoses, Cartridge, Fuses and Fittings
34083	11/27/2023	Oakdale Golf & County Club, Inc.	211.57	Post Board Meeting Luncheons
34084	11/27/2023	Oakdale Leader	1,557.90	2024 1st Installment Notice and Unclaimed Property Notice
34085	11/27/2023	Operating Engineers Union Local No. 3	3,128.00	Union Dues - PPE: 11/18/23
34086	11/27/2023	P G & E	34,195.31	Electricity - October
34087	11/27/2023	Portola Systems, Inc.	2,764.20	Microsoft 365 Business
34088	11/27/2023	Savemart Supermarkets	152.38	Drinks For End Of Season BBQ
34089	11/27/2023	Snap-on Industrial	198.20	PenLights
34090	11/27/2023	South San Joaquin Irrigation District	31,361.78	WR# 1902 - Canyon Tunnel and JSC 5-Year Maintenance
34091	11/27/2023	Spraytec	310.10	Tube
34092	11/27/2023	Baker Family Revocable Living Trust	100.00	Refund Check, 10019 River Ranch Court
34093	11/27/2023	United Rentals Northwest, Inc.	373.89	Boom Rental

Accounts Payable

Check Register - October 30, 2023 - December 4, 2023



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
34094	11/27/2023	Verizon Wireless	2,675.00	Cell Phone and Ipad Charges - October
34095	11/27/2023	Villamarin, Marco	345.00	Productivity Enhancement Certificates
34096	11/27/2023	Wreaths Across America	170.00	Memorial Wreaths For Veterans
1127231	11/27/2023	Modesto Irrigation District	364.73	Electricity - October
1128231	11/28/2023	California Public Employees' Retirement System	43,857.84	Retirement Contribution
34097	11/29/2023	Bukhari, Kim	2,093.41	CalPELRA Conference Hotel Reimbursement
34098	11/29/2023	SWRCB Accounting Office	672.80	Lower Cometa Drop 7 & Pool 8 Annual Permit Fee
34099	11/29/2023	USDA Rural Development	77,196.20	ID52 Final Annual Loan Payment
34100	11/29/2023	Villamarin, Marco	139.98	Health and Wellness Reimbursement Jan-Nov 2023
1201231	12/1/2023	Internal Revenue Service	3,918.17	Payroll Taxes
1201232	12/1/2023	ICMA Retirement	430.73	Retirement Contribution
1201233	12/1/2023	Employment Development Department	941.87	Payroll Taxes
1130231	12/4/2023	Samba Holdings, Inc.	203.20	Fleet Watch - October
1204231	12/4/2023	California Public Employees' Retirement System	474.55	Retirement Contribution
1204232	12/4/2023	Clover Services	44.95	Merchant Service Fees
			<u>\$ 1,193,938.41</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
12/12/2023

Voided Checks:

THE FOREGOING CLAIMS, NUMBERED 33983 THROUGH 34100, 1030231, 1101231, 1107231 THROUGH 1107232, 1108231, 1109231 THROUGH 1109235, 1116231, 1124231 THROUGH 1124234, 1127231, 1128231, 1130231, 1201231 THROUGH 1201233, 1204231 THROUGH 1204232. INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 3
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICTS' STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve OID Improvement Districts' Statement of Obligations

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Oakdale Irrigation District	October O & M Expenses	\$ 30,083.18

Total Obligations: \$ 30,083.18

FISCAL IMPACT: \$30,083.18

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

0166

DATE: 11/21/2023		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	September O & M Expense	I.D. #	September O & M Expense		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38			
13		41	8,029.40		
19	25.18	45	3,811.18		
20		46	5,704.41		
21		48	4,759.22		
22	2,081.16	51	5,640.58		
26		52			
29	32.05				
SUB-TOTAL	\$2,138.39	SUB-TOTAL	\$27,944.79	SUB-TOTAL	\$0.00
			VOUCHER CHARGES		
			Maintenance & Operations		\$30,083.18
			Prepaid Expense		\$0.00
			TOTAL AMOUNT		\$30,083.18

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2023 - NOVEMBER 21, 2023**

CHECK NO.	PAYABLE TO:	AMOUNT	DATE
0154	VOID		
0155	OAKDALE IRRIGATION DISTRICT	\$ 14,783.32	02/01/2023
0156	OAKDALE IRRIGATION DISTRICT	7,935.11	03/01/2023
0157	OAKDALE IRRIGATION DISTRICT	11,164.85	03/29/2023
0158	VOID		
0159	OAKDALE IRRIGATION DISTRICT	10,830.95	04/26/2023
0160	OAKDALE IRRIGATION DISTRICT	12,444.29	05/24/2023
0161	OAKDALE IRRIGATION DISTRICT	30,350.19	06/29/2023
0162	OAKDALE IRRIGATION DISTRICT	23,779.27	07/19/2023
0163	OAKDALE IRRIGATION DISTRICT	33,800.06	08/22/2023
0164	OAKDALE IRRIGATION DISTRICT	42,040.32	09/26/2023
0165	OAKDALE IRRIGATION DISTRICT	74,580.61	10/24/2023
0166	OAKDALE IRRIGATION DISTRICT	30,083.18	11/21/2023

THE FOREGOING CLAIM NUMBERED 0166 WERE APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 4
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE TEN MONTHS ENDING OCTOBER 31, 2023

RECOMMENDED ACTION: Approve the Treasurer's Report and Financial Statements for the Ten Months Ending October 31, 2023

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of October 31, 2023. The month ended with \$66.0 million in designated reserves, \$1.5 million in restricted cash and \$10.7 million in operating cash.

As of the financial statement dated October 31, 2023, the District realized 126.4% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 42.4% of the budgeted expenditures. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

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

Board Motion:

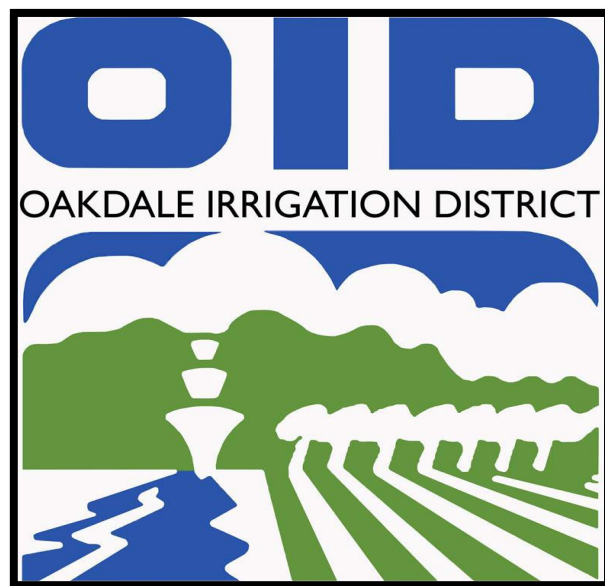
Motion by: _____ Second by: _____

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING OCTOBER 31, 2023

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING OCTOBER 31, 2023
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PERIOD ENDING	10/31/2023	RATE	9/30/2023	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$178,364.40	3.670%	\$176,770.36	\$1,594.04
OAK VALLEY COMMUNITY BANK CHECKING	962,428.85		1,496,092.95	(533,664.10)
OVCB BUSINESS PLUS SAVINGS	10,113,769.39		11,012,770.68	(899,001.29)
US BANK	65,430,313.50	4.160%	65,209,788.73	220,524.77
<i>TOTAL TREASURY FUNDS</i>	<u>76,684,876.14</u>		<u>77,895,422.72</u>	<u>(1,210,546.58)</u>
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,499,159.36		1,562,394.97	(63,235.61)
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	<u>1,499,159.36</u>		<u>1,562,394.97</u>	<u>(63,235.61)</u>
<u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u>	<u>\$78,184,035.50</u>		<u>\$79,457,817.69</u>	<u>(\$1,273,782.19)</u>

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING OCTOBER 31, 2023

DISTRICT CASH AND CASH EQUIVALENTS		10/31/2023	10/31/2022	NET CHANGE
Beginning Balance: 10/1/2023		\$77,895,422.72		
Receipts / Earnings / Transfers		11,993,060.23		
Expenditures / Transfers		(13,203,606.81)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	10/31/2023	\$76,684,876.14	\$71,716,745.26	\$4,968,130.88

GENERAL FUND

Beginning Balance: 10/1/2023 \$23,206,859.70

RECEIPTS / EARNINGS

Tri Dam Cash Receipts \$0.00

Net Investment Income 234,413.79

Collection Receipts 358,646.44

Total Receipts: 593,060.23

EXPENDITURES

Accounts Payable 1,432,531.17

Payroll 371,075.64

Transfer to Reserve Funds 11,400,000.00

Total Expenditures: (13,203,606.81)

BALANCE ON HAND:	10/31/2023	\$10,596,313.12	\$19,862,653.94	(\$9,266,340.82)
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DESIGNATED FUNDS:

JOINT CANYON TUNNEL PROJECT RESERVE

Beginning Balance: 10/1/2023 \$14,474,566.76

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:	\$14,474,566.76	\$12,529,880.53	\$1,944,686.23
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CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

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

Transfer from General Fund 7,200,000.00

Transfer to General Fund 0.00

BALANCE ON HAND:	10/31/2023	\$17,759,975.25	\$5,911,438.88	\$11,848,536.37
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DEBT SERVICE RESERVE - maximum \$21,145,000

Beginning Balance: 10/1/2023 \$13,000,000.00

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:	\$13,000,000.00	\$16,000,000.00	(\$3,000,000.00)
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OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING OCTOBER 31, 2023

DISTRICT CASH AND CASH EQUIVALENTS	10/31/2023	10/31/2022	NET CHANGE
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OPERATING FACILITY PROJECT RESERVE

Beginning Balance: 10/1/2023	\$10,453,355.86		
Transfer from General Fund	2,500,000.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$12,953,355.86	\$4,783,896.01	\$8,169,459.85

MUNICIPAL CONSERVATION PROJECT RESERVE

Beginning Balance: 10/1/2023	\$7,381.46		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$7,381.46	\$198,873.49	(\$191,492.03)

RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE

Beginning Balance: 10/1/2023	\$2,507,937.96		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$2,507,937.96	\$7,007,937.96	(\$4,500,000.00)

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 10/1/2023	\$1,160,211.76		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 10/31/2023	\$1,160,211.76	\$1,085,724.05	\$74,487.71

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE

Beginning Balance: 10/1/2023	\$490,836.93		
Transfer from General Fund	1,700,000.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 10/31/2023	\$2,190,836.93	\$187,137.19	\$2,003,699.74

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

Beginning Balance: 10/1/2023	\$1,025,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 10/31/2023	\$1,025,000.00	\$3,075,000.00	(\$2,050,000.00)

EMPLOYEE COMPENSATION ABSENCES RESERVE

Beginning Balance: 10/1/2023	\$1,009,297.04		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 10/31/2023	\$1,009,297.04	\$1,074,203.21	(\$64,906.17)

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING OCTOBER 31, 2023

DISTRICT CASH AND CASH EQUIVALENTS	10/31/2023	10/31/2022	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 10/1/2023	\$1,562,394.97		
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Receipts	11,345.00		
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Expenditures	(74,580.61)		
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BALANCE ON HAND:	10/31/2023	\$1,499,159.36	\$1,462,307.22	\$36,852.14
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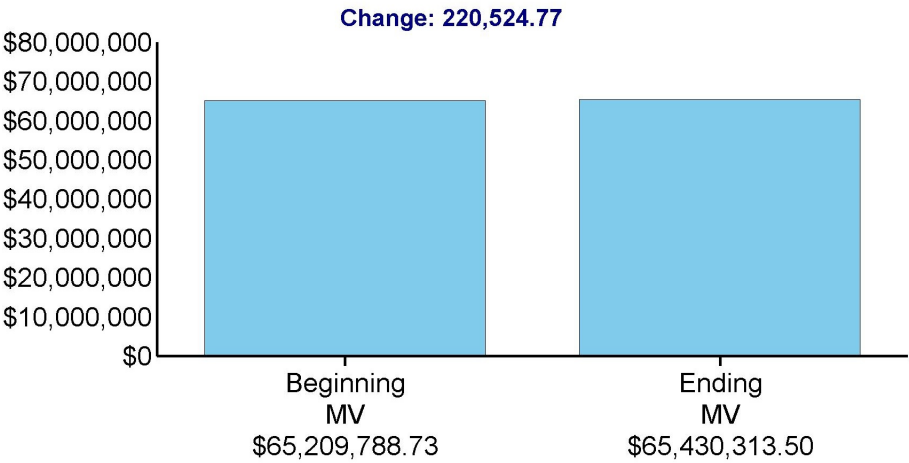
FILED: November 28, 2023 STATE OF CALIFORNIA / COUNTY OF STANISLAUS



OAKDALE IRRIGATION DIST

MARKET VALUE SUMMARY

	Current Period 10/01/23 to 10/31/23
Beginning Market Value	\$65,209,788.73
Taxable Interest	229,408.61
Fees and Expenses	-14,647.26
Change in Investment Value	5,763.42
Ending Market Value	\$65,430,313.50

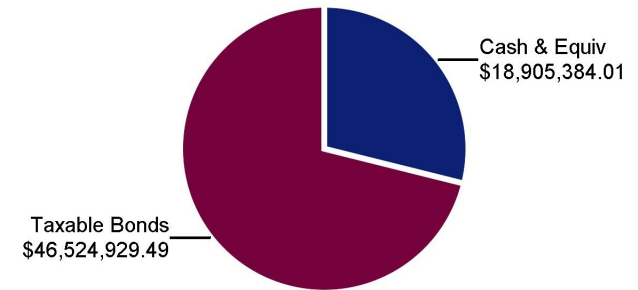
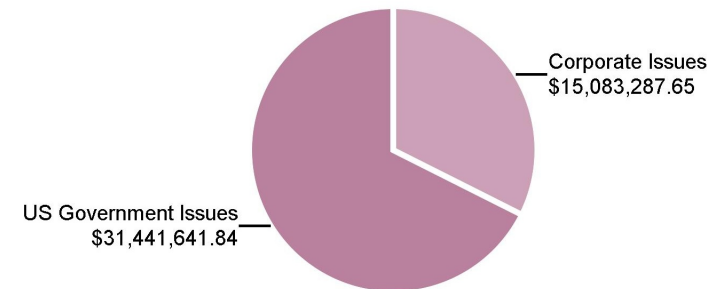




OAKDALE IRRIGATION DIST

Page 2 of 15
October 1, 2023 to October 31, 2023**ASSET SUMMARY**

Assets	Current Period Market Value	% of Total	Estimated Annual Income
Cash & Equivalents	18,905,384.01	28.90	1,061,751.51
Taxable Bonds	46,524,929.49	71.10	1,666,188.58
Total Market Value	\$65,430,313.50	100.00	\$2,727,940.09

**Fixed Income Summary**



OAKDALE IRRIGATION DIST

INCOME SUMMARY

	Income Received Current Period
Taxable Interest	229,408.61
Total Current Period Income	\$229,408.61



OAKDALE IRRIGATION DIST

CASH SUMMARY	
	Cash
Beginning Cash 10/01/2023	\$0.00
Taxable Interest	229,408.61
Fees and Expenses	-14,647.26
Purchases	-6,952,772.74
Sales	6,274,429.46
Net Money Market Activity	463,581.93
Ending Cash 10/31/2023	\$0.00



OAKDALE IRRIGATION DIST

Page 5 of 15
October 1, 2023 to October 31, 2023

ASSET DETAIL

Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Cash & Equivalents							
Cash/Money Market							
Cooperatieve Centrale C P - 21687AB10 02/01/2024							
2,175,000.000	98.5410	2,143,266.75	2,115,206.83	28,059.92	3.3	122,609.59	5.72
Cooperatieve Centrale C P - 21687ABE2 02/14/2024							
825,000.000	98.3350	811,263.75	801,088.75	10,175.00	1.2	46,423.44	5.72
Credit Agricole Corporate Invt C P - 22533TB13 02/01/2024							
3,000,000.000	98.5410	2,956,230.00	2,953,096.12	3,133.88	4.5	170,333.31	5.76
Fidelity Govt Portfolio CI I - 316175108 #57							
3,241,137.760	1.0000	3,241,137.76	3,241,137.76	0.00	5.0	169,836.04	5.24
Mufg Bank Ltd Ny Bra C P - 62479MYM9 11/21/2023							
1,950,000.000	99.7030	1,944,208.50	1,912,588.17	31,620.33	3.0	110,123.53	5.66
National Secs Clearing C P - 63763PA58 01/05/2024							
1,500,000.000	98.9850	1,484,775.00	1,478,585.42	6,189.58	2.3	82,277.07	5.54
Natixis N Y Brh Disc Coml C P - 63873KZ42 12/04/2023							
3,000,000.000	99.4960	2,984,880.00	2,925,940.00	58,940.00	4.6	167,900.00	5.63
Siemens Cap Co LLC Disc Coml C P - 82619TA31 01/03/2024							
425,000.000	99.0170	420,822.25	419,220.24	1,602.01	0.6	23,182.55	5.51
Toyota Mtr Cr Corp Disc Coml C P - 89233GCR5 03/25/2024							
1,250,000.000	97.6760	1,220,950.00	1,220,972.22	-22.22	1.9	69,704.87	5.71



OAKDALE IRRIGATION DIST

Page 6 of 15
October 1, 2023 to October 31, 2023**ASSET DETAIL (continued)****Security Description**

	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Toyota Mtr Cr Corp Disc Coml C P - 89233GE36 05/03/2024	1,750,000.000	97.0200	1,697,850.00	1,677,316.67	20,533.33	2.6	99,361.11	5.85
Total Cash/Money Market			\$18,905,384.01	\$18,745,152.18	\$160,231.83	28.9	\$1,061,751.51	
Total Cash & Equivalents			\$18,905,384.01	\$18,745,152.18	\$160,231.83	28.9	\$1,061,751.51	

Taxable Bonds**US Government Issues**

Federal Home Loan Bks - 313384ST7 Discount Note 02/06/2024	1,707,000.000	98.6030	1,683,153.21	1,652,938.36	30,214.85	2.6	90,516.05	5.38
Federal Home Loan Bks - 3130ARHG9 2.125 02/28/2024	5,000,000.000	98.8750	4,943,750.00	4,963,280.00	-19,530.00	7.6	106,250.00	2.15
Federal Home Loan Bks - 313384VM8 Discount Note 04/12/2024	905,000.000	97.6910	884,103.55	880,898.74	3,204.81	1.4	49,145.03	5.56
Federal Farm Credit Bks - 3133ENWP1 2.625 05/16/2024	5,000,000.000	98.4810	4,924,050.00	4,993,595.00	-69,545.00	7.5	131,250.00	2.66
Federal Home Loan Bks - 3130A1XJ2 2.875 06/14/2024	4,900,000.000	98.3910	4,821,159.00	4,919,727.40	-98,568.40	7.4	140,875.00	2.92
Federal Home Loan Bks - 3130AV7L0 5.000 02/28/2025	5,000,000.000	99.5210	4,976,050.00	4,988,100.00	-12,050.00	7.6	250,000.00	5.02



OAKDALE IRRIGATION DIST

Page 7 of 15
October 1, 2023 to October 31, 2023**ASSET DETAIL (continued)****Security Description**

	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
F N M A Deb - 3135G03U5 0.625 04/22/2025	4,512,000.000	93.5090	4,219,126.08	4,188,670.08	30,456.00	6.4	28,200.00	0.67
Federal Home Loan Bks - 3130AWLY4 5.125 06/13/2025	5,000,000.000	99.8050	4,990,250.00	5,010,290.00	-20,040.00	7.6	256,250.00	5.13
Total US Government Issues			\$31,441,641.84	\$31,597,499.58	-\$155,857.74	48.1	\$1,052,486.08	

Corporate Issues

Jpmorgan Chase Co - 46625HJT8 Medium Term Note 3.875 02/01/2024	1,300,000.000	99.5090	1,293,617.00	1,417,936.00	-124,319.00	2.0	50,375.00	3.89
Pub Svc Elec Gas - 74456QBD7 Medium Term Note 3.750 03/15/2024	2,000,000.000	99.1680	1,983,360.00	1,975,680.00	7,680.00	3.0	75,000.00	3.78
Bank Of America Corp - 06051GFF1 Medium Term Note 4.000 04/01/2024	1,770,000.000	99.2330	1,756,424.10	1,754,070.00	2,354.10	2.7	70,800.00	4.03
Massmutual Gbl Fdg II Mtn - 57629XBR8 Medium Term Note 2.750 06/22/2024	2,000,000.000	98.0420	1,960,840.00	1,954,020.00	6,820.00	3.0	55,000.00	2.80
Entergy La LLC L P - 29364WBK3 0.950 10/01/2024	1,155,000.000	95.5710	1,103,845.05	1,091,856.15	11,988.90	1.7	10,972.50	0.99
Caterpillar Finl Svcs Mtns - 14913R2Y2 Medium Term Note 4.900 01/17/2025	2,000,000.000	99.4030	1,988,060.00	2,013,940.00	-25,880.00	3.0	98,000.00	4.93



OAKDALE IRRIGATION DIST

Page 8 of 15
October 1, 2023 to October 31, 2023**ASSET DETAIL (continued)****Security Description**

	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
John Deere Capital Corporation - 24422EWW5 Medium Term Note 4.950 06/06/2025	2,000,000.000	99.3240	1,986,480.00	1,998,880.00	-12,400.00	3.0	99,000.00	4.98
State Street Corp - 857477AT0 3.550 08/18/2025	1,050,000.000	96.0230	1,008,241.50	1,016,316.00	-8,074.50	1.5	37,275.00	3.70
Citibank - 17325FBA5 5.864 09/29/2025	2,000,000.000	100.1210	2,002,420.00	2,000,000.00	2,420.00	3.1	117,280.00	5.86
Total Corporate Issues			\$15,083,287.65	\$15,222,698.15	-\$139,410.50	23.1	\$613,702.50	
Total Taxable Bonds			\$46,524,929.49	\$46,820,197.73	-\$295,268.24	71.1	\$1,666,188.58	
Total Assets			\$65,430,313.50	\$65,565,349.91	-\$135,036.41	100.0	\$2,727,940.09	
Estimated Current Yield								4.16

ASSET DETAIL MESSAGES

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

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

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



OAKDALE IRRIGATION DIST

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October 1, 2023 to October 31, 2023

TRANSACTION DETAIL

Date Posted	Activity	Description	Cash	Tax Cost
Beginning Balance 10/01/2023			\$0.00	\$65,350,588.56
10/02/23	Sale	Matured 1,400,000 Par Value Of National Secs Clearing C P 10/02/23 Trade Date 10/2/23 1,400,000 Par Value At 100 %	1,382,925.06	-1,382,925.06
10/02/23	Asset Income	Interest Earned On National Secs Clearing C P 10/02/23 1,400,000 Par Value At 100 %	17,074.94	
10/02/23	Asset Income	Interest Earned On Bank Of America Mtn 4.000% 4/01/24 0.02 USD/\$1 Pv On 1,770,000 Par Value Due 10/1/23	35,400.00	
10/02/23	Asset Income	Interest Earned On Entergy La LLC L P 0.950% 10/01/24 0.00475 USD/\$1 Pv On 1,155,000 Par Value Due 10/1/23	5,486.25	
10/02/23	Purchase	Purchased 1,500,000 Par Value Of National Secs Clearing C P 1/05/24 Trade Date 10/2/23 Purchased Through J.P. Morgan Securities LLC Purchased On The Off-Exchange Transactions - Li Swift External Ref#: 8327502112800060 1,500,000 Par Value At 98.57236133 %	-1,478,585.42	1,478,585.42
10/02/23	Asset Income	Interest Earned On Fidelity Govt Port CI I Interest From 9/1/23 To 9/30/23	23,851.82	
10/04/23	Sale	Matured 425,000 Par Value Of Sumitomo Mitsui Tr Bk C P 10/04/23 Trade Date 10/4/23 425,000 Par Value At 100 %	421,506.74	-421,506.74
10/04/23	Asset Income	Interest Earned On Sumitomo Mitsui Tr Bk C P 10/04/23 425,000 Par Value At 100 %	3,493.26	



OAKDALE IRRIGATION DIST

Page 10 of 15
October 1, 2023 to October 31, 2023**TRANSACTION DETAIL (continued)**

Date Posted	Activity	Description	Cash	Tax Cost
10/04/23	Purchase	Purchased 425,000 Par Value Of Siemens Cap Co LLC Disc C P 1/03/24 Trade Date 10/4/23 Purchased Through Barclays Capital Inc. Fixed In Purchased On The Off-Exchange Transactions - Li Swift External Ref#: 8327702112819309 425,000 Par Value At 98.64005647 %	-419,220.24	419,220.24
10/16/23	Purchase	Purchased 905,000 Par Value Of F H L B Disc Nts 4/12/24 Trade Date 10/16/23 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 8328902112840199 905,000 Par Value At 97.33687735 %	-880,898.74	880,898.74
10/23/23	Sale	Matured 1,500,000 Par Value Of National Secs Clearing C P 10/23/23 Trade Date 10/23/23 1,500,000 Par Value At 100 %	1,481,618.33	-1,481,618.33
10/23/23	Asset Income	Interest Earned On National Secs Clearing C P 10/23/23 1,500,000 Par Value At 100 %	18,381.67	
10/23/23	Asset Income	Interest Earned On F N M A Deb 0.625% 4/22/25 0.003125 USD/\$1 Pv On 4,512,000 Par Value Due 10/22/23	14,100.00	
10/23/23	Purchase	Purchased 1,525,000 Par Value Of Credit Agricole C P 2/01/24 Trade Date 10/23/23 Purchased Through Rbc Capital Markets, LLC Purchased On The Off-Exchange Transactions - Li Swift External Ref#: 8329602112846615 1,525,000 Par Value At 98.42888918 %	-1,501,040.56	1,501,040.56
10/24/23	Sale	Matured 3,100,000 Par Value Of Lloyds Bk Corporate C P 10/24/23 Trade Date 10/24/23 3,100,000 Par Value At 100 %	2,988,379.33	-2,988,379.33
10/24/23	Asset Income	Interest Earned On Lloyds Bk Corporate C P 10/24/23 3,100,000 Par Value At 100 %	111,620.67	



OAKDALE IRRIGATION DIST

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October 1, 2023 to October 31, 2023**TRANSACTION DETAIL (continued)**

Date Posted	Activity	Description	Cash	Tax Cost
10/24/23	Purchase	Purchased 1,475,000 Par Value Of Credit Agricole C P 2/01/24 Trade Date 10/24/23 Purchased Through Rbc Capital Markets, LLC Purchased On The Off-Exchange Transactions - Li Swift External Ref#: 8329702112847987 1,475,000 Par Value At 98.44444475 %	-1,452,055.56	1,452,055.56
10/25/23	Purchase	Purchased 1,250,000 Par Value Of Toyota Mtr Cr Corp Disc C P 3/25/24 Trade Date 10/24/23 Purchased Through Wells Fargo Securities, LLC Purchased On The Off-Exchange Transactions - Li Swift External Ref#: 8329702112847985 1,250,000 Par Value At 97.6777776 %	-1,220,972.22	1,220,972.22
10/31/23	Fee	Trust Fees Collected Charged For Period 07/01/2023 Thru 09/30/2023	-14,647.26	
	Purchase	Combined Purchases For The Period 10/ 1/23 - 10/31/23 Of Fidelity Govt Port Cl I	-6,503,838.07	6,503,838.07
	Sale	Combined Sales For The Period 10/ 1/23 - 10/31/23 Of Fidelity Govt Port Cl I	6,967,420.00	-6,967,420.00
Ending Balance 10/31/2023			\$0.00	\$65,565,349.91



OAKDALE IRRIGATION DIST

Page 12 of 15
October 1, 2023 to October 31, 2023**SALE/MATURITY SUMMARY**

	Settlement Date	Description	Tax Cost	Proceeds	Estimated Gain/Loss
Cash and Equivalents					
Lloyds Bk Corporate Mkts Plc C P					
10/24/2023					
53948BXQ7					
	10/24/23	Matured 3,100,000 Par Value Trade Date 10/24/23 3,100,000 Par Value At 100 %	-2,988,379.33	2,988,379.33	
National Secs Clearing C P					
10/02/2023					
63763QX28					
	10/02/23	Matured 1,400,000 Par Value Trade Date 10/2/23 1,400,000 Par Value At 100 %	-1,382,925.06	1,382,925.06	
National Secs Clearing C P					
10/23/2023					
63763QXP7					
	10/23/23	Matured 1,500,000 Par Value Trade Date 10/23/23 1,500,000 Par Value At 100 %	-1,481,618.33	1,481,618.33	



OAKDALE IRRIGATION DIST

Page 13 of 15
October 1, 2023 to October 31, 2023

SALE/MATURITY SUMMARY (continued)

Settlement Date	Description	Tax Cost	Proceeds	Estimated Gain/Loss
Sumitomo Mitsui Tr Bk Ltd Ny C P				
10/04/2023				
86563HX47				
10/04/23	Matured 425,000 Par Value Trade Date 10/4/23 425,000 Par Value At 100 %	-421,506.74	421,506.74	
Total Cash and Equivalents		-\$6,274,429.46	\$6,274,429.46	\$0.00
Total Sales & Maturities		-\$6,274,429.46	\$6,274,429.46	\$0.00

SALE/MATURITY SUMMARY MESSAGES

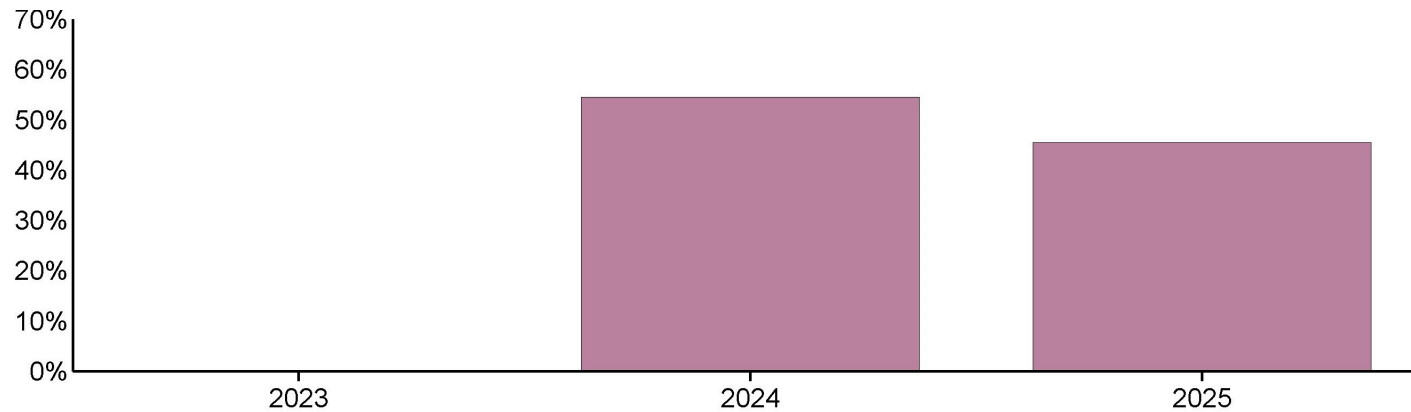
Estimated Year-To-Date Short-Term Gain (Loss): (\$56,791.50)

Estimated Year-To-Date Long-Term Gain (Loss): (\$590,724.72)

Estimates should not be used for tax purposes



OAKDALE IRRIGATION DIST

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October 1, 2023 to October 31, 2023**BOND SUMMARY**

	Par Value	Market Value	Percentage of Category
MATURITY			
2023	0.00	0.00	0.00
2024	25,737,000.00	25,354,301.91	54.50
2025	21,562,000.00	21,170,627.58	45.50
Total of Category	\$47,299,000.00	\$46,524,929.49	100.00

MOODY'S RATING

Aaa	29,412,000.00	28,874,385.08	62.05
Aa3	4,000,000.00	3,963,260.00	8.52
A1	6,120,000.00	6,041,642.60	12.99
A2	5,155,000.00	5,078,385.05	10.92
N/A	2,612,000.00	2,567,256.76	5.52
Total of Category	\$47,299,000.00	\$46,524,929.49	100.00



OAKDALE IRRIGATION DIST

Page 15 of 15
October 1, 2023 to October 31, 2023**BOND SUMMARY (continued)**

	Par Value	Market Value	Percentage of Category
S&P RATING			
AA+	31,412,000.00	30,835,225.08	66.28
A+	2,000,000.00	2,002,420.00	4.30
A	8,205,000.00	8,069,986.55	17.34
A-	3,070,000.00	3,050,041.10	6.56
N/A	2,612,000.00	2,567,256.76	5.52
Total of Category	\$47,299,000.00	\$46,524,929.49	100.00

BOND SUMMARY MESSAGES

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

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

October 31, 2023

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT



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Oakdale Irrigation District
Statement of Net Position
October 31, 2023 and 2022



	2023	2022	Change
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 11,255,313	\$ 7,642,689	\$ 3,612,624
Restricted Cash and cash equivalents	1,499,159	1,462,307	36,852
Investments	65,430,314	64,074,807	1,355,507
Receivables			
Agricultural water fees	820,883	424,307	396,576
Due from other governmental agencies	1,832	2,062	(230)
Miscellaneous	205,160	208,884	(3,724)
Domestic water fees	10,265	9,877	388
Inventory of materials and supplies	849,490	429,582	419,908
Prepaid expenses	718,843	601,660	117,184
Due from Improvement Districts	28,069	15,105	12,964
Total current assets	80,819,327	74,871,279	5,948,048
Noncurrent assets:			
Accounts receivable - delinquencies	1,406	14,068	(12,661)
Due from other governmental agencies	-	-	-
Annexation fees receivable	10,372,032	11,324,948	(952,916)
Investments in Tri-Dam Project/Authority	59,316,999	58,615,544	701,455
Capital assets:			
Not being depreciated	9,349,432	8,974,164	375,268
Being depreciated, net	105,712,554	104,307,211	1,405,343
Total noncurrent assets	184,752,423	183,235,935	1,516,488
Total assets	265,571,750	258,107,214	7,464,535
Deferred outflows of resources			
Pensions	2,372,153	760,863	1,611,290
Bonds	2,620,565	2,784,350	(163,785)
Total deferred outflows of resources	4,992,718	3,545,213	1,447,505
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	270,564,468	261,652,428	8,912,040
LIABILITIES			
Current liabilities:			
Payable from nonrestricted assets			
Accounts payable	160,588	790,800	(630,213)
Accrued salaries, wages and related benefits	985,399	1,027,765	(42,366)
Unearned revenue	-	-	-
Deposits payable	263,668	118,365	145,303
Due to Improvement Districts	4,636	251	4,385
Claims payable	75,000	50,000	25,000
Long-term liabilities, due within one-year	24,801	-	24,801
Total current liabilities	1,514,091	1,987,181	(473,090)
Noncurrent liabilities:			
Long-term liabilities, due in more than one-year, net	22,946,039	24,207,478	(1,261,439)
Pensions	6,348,945	2,320,868	4,028,077
Total noncurrent liabilities	29,294,984	26,528,346	2,766,638
TOTAL LIABILITIES	30,809,075	28,515,527	2,293,548
DEFERRED INFLOWS OF RESOURCES			
Pensions	-	2,025,996	(2,025,996)
Total deferred inflows of resources	-	2,025,996	(2,025,996)
Net Position			
Net investment in capital assets	93,428,108	89,208,529	4,219,578
Restricted	1,499,159	1,462,307	36,852
Unrestricted	144,828,125	140,440,068	4,388,057
TOTAL NET POSITION	\$ 239,755,392	\$ 231,110,905	\$ 8,644,488

FOR INTERNAL REPORTING PURPOSES ONLY

Page 1

Oakdale Irrigation District
Statement of Revenues, Expenses, and Changes in net position
For the One Month and Ten Months Ended October 31, 2023



	Current Month	YTD Actual	2023 Budget	Budget Remaining	% of 2023 Budget Remaining
Operating revenues:					
Agricultural water deliver charges (base rate)	\$ -	\$ 2,259,101	\$ 2,263,000	\$ 3,899	0%
Water sales	459,610	2,806,044	3,081,900	275,856	9%
Domestic water delivery fee	19,304	187,874	247,000	59,126	24%
Improvement District Fees	-	46,788	58,820	12,032	20%
Other water related revenues	1,829	130,351	69,000	(61,351)	0%
Total operating revenues	480,742	5,430,159	5,719,720	289,561	5%
Operating expenses:					
Operation and maintenance	530,794	5,941,599	6,763,470	821,871	12%
Water operations	412,838	3,654,692	4,195,220	540,528	13%
General and administrative	148,507	2,251,654	3,514,455	1,262,801	36%
Depreciation / amortization	377,835	2,550,000	3,585,000	1,035,000	29%
Total operating expenses	1,469,973	14,397,945	18,058,145	3,660,200	20%
Operating Income (loss)	(989,231)	(8,967,786)	(12,338,425)	(3,370,639)	27%
Nonoperating revenues (expenses):					
County property tax appropriations	-	1,840,704	3,500,000	1,659,296	47%
Net Investment income (loss)	249,061	2,227,764	725,000	(1,502,764)	0%
Gain (loss) sale of assets	-	6,171	-	(6,171)	0%
Debt service interest	(18,836)	(592,913)	(995,000)	(402,087)	40%
Tri-Dam Project distributions	-	12,370,000	7,000,000	(5,370,000)	0%
Tri-Dam Power Authority distributions	-	2,200,000	2,100,000	(100,000)	0%
Other non-operating revenue	2,000	11,000	12,000	1,000	8%
Total non-operating rev. (exp.)	232,225	18,062,725	12,342,000	(5,720,725)	0%
Capital contributions	(757,006)	9,094,939	3,575	(9,091,364)	
Change in net position	\$ (757,006)	\$ 9,098,373	\$ 3,575	\$ (9,091,364)	0%
Capital expenditures & debt obligations	\$ 1,115,178	\$ 4,126,346	\$ 24,798,300	\$ 20,671,954	83%

Oakdale Irrigation District
Revenue Summary
For the One Month and Ten Months Ended October 31, 2023



	Current Month	YTD Actual	2023 Budget	Budget Remaining	% of 2023 Budget Remaining
Operating revenues					
Agricultural water service fees					
Tier 1	\$ -	\$ 2,000,593	\$ 2,005,000	\$ 4,407	0%
Tier 2	-	258,508	258,000	(508)	0%
Water sales					
Tier 1	160,446	636,442	695,000	58,558	8%
Tier 2	159,764	811,490	786,900	(24,590)	0%
Local out-of-district	139,400	1,230,612	1,600,000	369,388	23%
Out-of-district	-	127,500	-	(127,500)	0%
Domestic water sales	19,304	187,874	247,000	59,126	24%
Improvement District Admin Fees	-	46,788	58,820	12,032	20%
Miscellaneous revenues					
Service Charges & Penalties	1,829	130,351	69,000	(61,351)	0%
Total Operating Revenue	480,742	5,430,159	5,719,720	289,561	5%
Non-operating revenues					
County property tax appropriations	-	1,840,704	3,500,000	1,659,296	47%
District Rental Properties	2,000	11,000	12,000	1,000	8%
Investment earnings					
Investment earnings (Loss)	249,061	1,989,924	325,000	(1,664,924)	0%
Other Interest income	-	237,840	400,000	162,160	41%
Gain (loss) sale of assets	-	6,171	-	(6,171)	0%
Change in investment Tri-Dam Project	-	12,370,000	7,000,000	(5,370,000)	0%
Change in investment Tri-Dam Authority	-	2,200,000	2,100,000	(100,000)	0%
Total Nonoperating Revenues	251,061	18,655,638	13,337,000	(5,318,638)	-40%
Capital Contributions	-	3,434	-	(3,434)	
Total Revenues	\$ 731,804	\$ 24,089,231	\$ 19,056,720	\$ (5,032,511)	-26%

Oakdale Irrigation District
Operating Expenses Summary
For the One Month and Ten Months Ended October 31, 2023



	Current Month	YTD Actual	2023 Budget	Budget Remaining	% of 2023 Budget Remaining
Operating expenses					
Maintenance					
SSJID Main Supply Diversion Works	\$ -	\$ 13,413	\$ 30,000	\$ 16,587	55%
North Main Canal Maintenance	35,870	537,800	459,930	(77,870)	0%
South Main Canal Maintenance	25,705	612,314	451,140	(161,174)	0%
Irrigation Water Lateral Maint-North Side	190,782	1,736,342	2,319,650	583,308	25%
Irrigation Water Lateral Maint - South Side	114,580	1,138,255	1,566,650	428,395	27%
Pumping Plant Operations and Maintenance	26,224	346,046	456,520	110,474	24%
Drainage System Maintenance	62,619	687,520	435,890	(251,630)	0%
Building and Grounds Maintenance	17,191	280,998	344,210	63,212	18%
Vehicle and Equipment Maintenance	57,823	588,910	699,480	110,570	16%
Total Maintenance	530,794	5,941,599	6,763,470	821,871	12%
Water Operations					
Domestic Water System Maintenance	31,312	344,424	473,800	129,376	27%
Irrigation Water Operations - North Division	197,856	1,597,790	1,846,460	248,670	13%
Irrigation Water Operations - South Division	182,269	1,603,680	1,832,220	228,540	12%
Drainage Water Operations	20	91,731	18,660	(73,071)	0%
Water Measurement Management	1,380	17,069	24,080	7,011	29%
Total Water Operations	412,838	3,654,692	4,195,220	540,528	13%
General and Administrative					
General and Administrative	148,507	2,251,654	3,514,455	1,262,801	36%
Depreciation and Amortization	377,835	2,550,000	3,585,000	1,035,000	29%
Total General, Administrative and Depreciation	526,341	4,801,654	7,099,455	2,297,801	32%
Total Operating expenses	1,469,973	14,397,945	18,058,145	3,660,200	20%
Non-operating expenses					
Interest and investment expenses	18,836	592,913	995,000	402,087	40%
Total non-operating expenses	18,836	592,913	995,000	402,087	40%
Total Expenses	\$ 1,488,810	\$ 14,990,858	\$ 19,053,145	\$ 4,062,287	21%

Oakdale Irrigation District
Capital and Debt Expenditures
For the Ten Months Ended October 31, 2023



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2023	2023 ANNUAL BUDGET
00-000-15200-00	Capital Work	Capital construction projects (Water Resources Plan)		
		Canal and Lateral Rehabilitation	\$ 76,861	\$ 458,500
		Domestic Water Projects	46,793	655,000
		Flow Control and Measurement Structures	163,432	422,000
		Irrigation Service Turnout Replacement	196,511	877,000
		Main Canals and Tunnels Improvement Projects	196,402	-
		Groundwater Wells Replacement	-	250,000
		Outflow Management Projects	8,394	-
		Pipeline Replacement	832,577	980,800
		Reclamation Projects	-	5,000
		Subtotal for Water Resources Plan Improvements	1,520,971	3,648,300
		Ag Pump Replacements	88,476	80,000
		Operating Headquarters Design	166,389	190,000
		Phase 1 of Greger Facility	-	10,000,000
		North Main Canal Seepage Mitigation Project	163,489	1,500,000
		North Main Canal Tunnels 3 & 4 Rehabilitation Project	-	5,051,000
		Canyon Tunnel - Joint with SSJID (\$1.786M x 28%)	201,634	250,000
		Joint Main Long Tunnel Portal	9,062	250,000
		North Main Canal Bridge Replacement	-	100,000
		South Main Canal - Segment 3 Long Term Repair Project	550,477	1,500,000
			2,700,497	22,569,300
00-000-15179-00	Irrigation Flow Meters			
		Portable Ultrasonic Flowmeter	10,346	15,000
		Ultrasonic Thickness Gage	3,191	-
			13,537	15,000
00-000-15181-00	Backhoes & Heavy Equipment			
		Excavator (16.6-17 ton)	230,778	240,000
		12" Brush Chipper (Trailer Mounted) (CF from 2022)	74,389	70,000
		Pallet Forks 48" for Skidsteer	2,360	-
		Skeleton Bucket for Excavator - Large Size	-	20,000
			307,527	330,000
00-000-15183-00	Miscellaneous Construction Equipment			
		10'L x 24"W x 32"H - Concrete K-Rail	5,079	
		25KW Trailer Mounted Generator	-	38,000
		Pest Sprayer for RTV	1,314	2,000
			6,393	460,000
00-000-15184-00	Autos/Pickups/Trucks/ Trailers			
		1/2 Ton Pickup 2WD (DSO)	42,639	45,000
		3/4 Ton Pickup 4WD (C&M) - 2	112,734	120,000
		Dump truck, 3-axle (diesel)	-	275,000
			155,373	440,000
00-000-15186-00	Shop/Whse/Yard			
		Mini Split AC Unit for C&M Supervisor Office	5,400	4,000
		SCADA Server Room AC Unit Installation	2,753	
		Ice Machine	5,944	-
			14,097	4,000
00-000-15187-00	Office and Engineering Equipment			
		Computer upgrades and replacements	-	10,000
		Engineering GPS Unit (Purchase or Lease)	-	50,000
			-	60,000
00-000-15188-00	Communications Equipment			
		SCADA Radios	8,921	-
			8,921	-
		TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES	3,206,346	23,878,300
00-000-22320-00	Current portion - COP Debt		920,000	920,000
	TOTAL CAPITAL AND DEBT EXPENDITURES		\$ 4,126,346	\$ 24,798,300

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FOR INTERNAL REPORTING PURPOSES ONLY

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 5
APN: N/A

SUBJECT: APPROVE RESOLUTION ADOPTING THE OAKDALE IRRIGATION DISTRICT'S 2024 INVESTMENT POLICY

RECOMMENDED ACTION: Approve the Resolution Adopting the Oakdale Irrigation District's 2024 Investment Policy

BACKGROUND AND/OR HISTORY:

It is the policy of the District to invest public funds in a manner which will provide the maximum security with the highest return and to conform to all state and local statutes governing the investment of public funds.

California Government Code Section 53646 (a)(2) states that for any local agency other than a county government "the Treasurer or Chief Financial Officer of the local agency **may** annually render to the legislative body of that local agency and any oversight committee of that local agency a statement of investment policy, which the legislative body of the local agency shall consider at a public meeting. Any change in the policy shall also be considered by the legislative body of the local agency at a public meeting."

It has been policy of OID to present an annual Investment Policy for approval. Included in the policy is the delegation of full authority to invest and reinvest OID funds to the Treasurer under supervision of the Finance Committee. The Finance Committee has directed the Treasurer in prior years to invest District funds in investments other than the Local Agency Investment Fund (LAIF). Staff recommends that the Board continue these practices consistent with prior year actions.

No changes were made to the 2024 Investment Policy from the 2023 Investment Policy adopted December 13, 2022.

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution 2023-39
 - OID Investment Policy for 2024
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2023-39**

2024 INVESTMENT POLICY

WHEREAS the Board of Directors (Board) of the Oakdale Irrigation District ("District") may invest surplus monies not required for the immediate necessities of the District in accordance with the provisions of the California Government Code ("CGC") sections 5921 and 53600 et seq.; and

WHEREAS, the Treasurer of the District may annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Board of Directors at a public meeting (CGC §53646 (a)(2)).

WHEREAS, the Board approves the 2024 Investment Policy, delegates the full authority to invest and reinvest District funds, pursuant to California Government Code Section 53607 to the Treasurer under the supervision of the Finance Committee, and approves the Finance Committee's direction allowing the Treasurer to invest District funds in investments other than the Local Agency Investment Fund (LAIF) as directed in prior years.

NOW THEREFORE BE IT RESOLVED that this Resolution rescinds all previously adopted Investment Policies and supersedes any other previously adopted resolutions.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 12th day of December 2023.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary



OAKDALE IRRIGATION DISTRICT

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PURPOSE

This policy sets forth Oakdale Irrigation District’s (“District”) objectives, risk preferences, authorized instruments, and other requirements for the investment of funds. This investment policy is intended to promote a disciplined approach to investing, to provide accountability for District management, and to promote public trust in the District’s investing practices. It also provides guidelines to the Board of Directors (“Board”), Finance Committee (“Committee”), General Manager and Treasurer for investment of public funds and compliance with all state and local statutes.

SCOPE

This policy and procedure applies to the Board, the Committee, General Manager and Treasurer.

POLICY AND PROCEDURE

1. Policy

It is the policy of the District to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all state and local statutes governing the investment of public funds as stated in the California Government Code (“CGC”).

2. Scope

This policy applies to the investment of funds that are directly managed by the District.

3. General Objectives

- a. The primary objectives of investment activities, in order of priority are as follows; *safety, liquidity, and yield.*
- b. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - i. Credit Risk



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The District will minimize credit risk, the risk of loss due to the failure of security issuer or backer, by:

- Limiting investments to the CGC section 53601 authorized investments ,
- Pre-qualifying the financial institutions, broker, dealers, intermediaries, and advisers who will participate in the District's investing, and
- Diversifying the investment portfolio so the impact of losses from any single type of security or any one issuer is minimized.

ii. Interest Rate Risk

The District will minimize the risk that the market value of securities in the portfolio will fall due to changes in market rates of interest by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, money market mutual funds, the Local Agency Investment Fund, or similar investment pools.

c. *Liquidity*

The investment portfolio shall remain sufficiently liquid to meet all cash requirements of the District that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.

d. *Yield*

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment



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risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

4. Standards of Care

a. *Prudence*

The “prudent person” standard as stated in CGC 53600.3 is the standard of care to be used in managing the overall portfolio.

Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the District, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

b. *Delegation of Authority*

The Board, as the legislative body, delegates full authority to invest and reinvest District funds, pursuant to CGC 53607, to the Treasurer, under the supervision of the Committee. This delegation of authority is a one-year period, pursuant to CGC 53607.

This responsibility includes authority to select brokers, establish safekeeping accounts, enter into wire transfer agreements, banking service contracts, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials until the delegation of authority is revoked or expires and shall make a monthly report of those transactions to the Board.

c. *Ethics and Conflicts of Interest*

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution and management of the investment



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program or impairs their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. The Treasurer and other investment officials are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC) and/or the District's Conflict of Interest Code.

5. Safekeeping and Custody

a. *Authorized Financial Dealers and Institutions*

With the approval of the Board, the Treasurer may utilize a licensed investment broker/dealer for the investment of the District's surplus funds. A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification of having read and understood and agreement to comply with the District's investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the Treasurer.

b. *Internal Controls*

The Treasurer is responsible for establishing and maintaining a system of internal control over investment activities designed to ensure that the assets of the District are protected from loss, theft or misuse. The internal control structure shall be designed to provide



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reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The Treasurer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. Internal control measures shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery of securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions
- Development of a wire transfer agreement with the lead bank and third-party custodian.

6. Suitable and Authorized Investments

a. *Investment Types*

Consistent with California Government Code Section 53601, the following investments will be permitted by this policy:

- i. U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value;
- ii. Certificates of deposit and other evidences of deposit at financial institutions, bankers' acceptances, and commercial paper, rated in the highest tier (e.g., A-1, P-1, F-1, or D-1 or higher) by a nationally recognized rating agency;
- iii. Investment-grade obligations of state, local governments and public authorities;



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- iv. Repurchase agreements whose underlying purchased securities consist of the foregoing.
- v. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities; and
- vi. Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation.

b. *Collateralization*

Collateral is required from investments in certificates of deposits. In order to reduce market risk, the collateral level will be a minimum 110% of market value of principal and accrued interest.

The only securities acceptable as collateral shall be direct obligations which are fully guaranteed as to principal and interest by the United States Government or any agency or government –sponsored enterprise of the United States.

7. Investment Guidelines and Restrictions

- a. Investments directly managed by the District shall be in accordance with this policy and as provided for in the following guidelines and restrictions:
 - i. The Treasurer will develop and maintain a cash flow analysis for the projection of needed funds. All funds not required for immediate use will be invested in the Local Agency Investment Fund (LAIF), unless directed by the Finance Committee as allowed in section G2 of this policy.
 - ii. When banking transactions involve sums of money greater than \$100,000, the Treasurer shall take such steps to insure the depository bank maintains sufficient securities for the deposits as set forth in California Government Code Section 53652. It is intended that bank deposits and balances in excess of \$100,000 are



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for short duration, e.g. two (2) to three (3) days before disbursements or transfers are made.

- b. Upon direction of the Finance Committee, the Treasurer may invest District funds in investments other than LAIF, and in accordance with this policy. With the approval of the Board, the Treasurer may utilize a licensed investment broker to invest the District's surplus funds for the benefit of the District. The following guidelines and restrictions are to be followed by the Treasurer:
 - i. All funds invested on behalf of the District will be managed to meet the guidelines stated in California Government Code Section 53600 et seq., and this Policy.
 - ii. The legal, final maturity of any single security within the portfolio will not exceed five (5) years at purchase, with maturities laddered to protect against market swings.
- c. The weighted average life of the portfolio will not exceed three (3) years.
 - i. Corporate obligations, including corporate debentures and medium term notes, must be rated "A" or its equivalent or better by a nationally recognized rating service and no more than 30% of the portfolio will be invested in this sector at any one time.
 - ii. The Treasurer may place District funds in certificates of deposit. The Treasurer shall obtain a sampling of interest rates offered by various banking, credit union, and savings and loan institutions within California.
 - 1. The Treasurer shall limit deposits to \$100,000 in any bank, credit union, or savings and loan with a net worth to net asset ratio of less than three percent (3%) during the most recently reported quarter.
 - 2. The Treasurer shall limit deposits to \$300,000 in all banks, credit unions, and savings and loan institutions that have a net worth to net asset ratio



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higher than three percent (3%) and experiencing a positive earnings record.

3. No more than 30% of the District's surplus funds shall be invested in certificates of deposits.
 4. The depository bank shall maintain sufficient securities for the deposits as set forth in California Government Code 53652. Pursuant to Section 53653 of the Local Agency Deposit Security Law, the Treasurer may waive security for such funds as are insured pursuant to Federal Law; therefore, the District's Treasurer is hereby authorized to waive the security for up to \$100,000 with each institution.
- iii. On a case-by-case basis as authorized by the Finance Committee the dollar value of Repurchase Agreements shall not exceed 10% of the District portfolio excluding the amount invested in the LAIF account. Further investments of this nature shall not exceed \$500,000 in one institution or placed through one brokerage firm. During emergencies, this amount may be temporarily exceeded for up to seven (7) days by the Treasurer.
 - iv. Purchases of Bankers Acceptances may not exceed 180 days maturity or 40% of the District's surplus funds. Further, no more 30% of the District's surplus funds shall be invested in Bankers Acceptances of any Commercial Bank.
 - v. Purchases of prime quality commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Further, purchases of commercial paper may not exceed 25% of the District's surplus funds being invested.
 - vi. The portfolio performance results will be measured on a minimum quarterly basis by the portfolio manager and the results thereof given to the Treasurer. Investment performance will be measured against a commonly accepted market benchmark, which approximates the specific restrictions on the portfolio. Consideration will be given to the extent to which the investment results are consistent with the investment objectives set forth in the policy.



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- d. Pursuant to these guidelines the District's Principal Account Clerk is empowered to transfer monies and make investments on behalf of the District in the absence, or at the direction, of the Treasurer.

8. Reporting

The Treasurer shall prepare an investment report for the General Manager and the Board monthly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last month, in accordance with Government Code 53607. The report will include the following:

- a. Listing of individual securities held at the end of the reporting period
- b. Date purchased
- c. Maturity date
- d. Amount of investment on a cost and current market basis
- e. Coupon rate
- f. Yield to Maturity at Purchase
- g. Percentage of the total portfolio which each type of investment represents.

California Water Code section 24273 requires the Treasurer no later than the third Monday in each month to file in the district office with the District's secretary a verified written report to the Board showing:

- a. The amount of money in District treasury at the close of the month next preceding.
- b. The amount of receipts for the month next preceding,
- c. The amount and items of expenditures for the month next preceding.

9. Policy Considerations

- a. *Exemption*

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At liquidation, such monies shall be reinvested only as provided by this policy.



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AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF DECEMBER 12, 2023

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 6
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION AMENDING THE RESERVE POLICY

RECOMMENDED ACTION: Adopt the Resolution amending the Reserve Policy

BACKGROUND AND/OR HISTORY:

Special districts have the constitutional authority under Article XIIB to establish reserve funds as the districts “deem reasonable and proper.” Further direction regarding content and format of special district reserve funds is provided by the California Special Districts Association (CSDA) and the Government Finance Officers’ Association (GFOA).

The Oakdale Irrigation District’s (“District”) Reserve Policy was revised in October 2019 to clarify the language regarding purpose, and authority, and to provide definitions to the readers of the policy. In addition, the new policy set a percentage to maintain undesignated spendable net position.

The revisions Staff is seeking to the current policy is to revise the date for the early redemption of the 2016 COP debt to remove the date to a future date to be determined by the Board. A finance committee meeting is planned for January 2024 to discuss strategies for early redemption if that is the desire of the Board.

For the Board’s consideration and adoption, Staff has attached a draft redline version of the proposed changes in addition to a clean copy for easier reading which reflect all changes to the 2019 adopted reserve policy.

FISCAL IMPACT: NA

ATTACHMENTS:

- Resolution
- Draft Reserve Policy – clean draft
- Draft Reserve Policy –redline draft

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2023-40**

**RESOLUTION ADOPTING
REVISION TO RESERVE POLICY
REPLACING RESOLUTION NO. 2019-21**

WHEREAS, the Board of Directors of the Oakdale Irrigation District (“District”) approved a revision to the Reserve Policy as attached. Government entities have constitutional authority under the California State Constitution, Article XIII B, Section 5, to establish reserve funds as the districts deem reasonable and proper.

NOW, THEREFORE BE IT RESOLVED, that the Oakdale Irrigation District Board of Directors hereby adopts the revision to the Reserve 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 adopted this 12th day of December 2023.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary



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PURPOSE

Special districts have the constitutional authority under Article XIIIB to establish reserve funds as the districts “deem reasonable and proper.” Therefore, the Oakdale Irrigation District’s (“District”) Reserve Policy has been developed to consider the level of reserves necessary to adequately provide for:

- Cash flow requirements.
- Funding to meet the District’s short-term and long-term plans as they relate to operations and capital improvements.
- Loss of significant revenue sources such as wholesale power income and property tax receipts due to local disasters or catastrophic events.
- Economic uncertainties, financial hardships, or downturns in the local or state economy.
- Credit worthiness.
- Unfunded mandates including costly regulatory requirements and other legal requirements.

AUTHORITY

This policy is enacted through adoption by the Board of Directors.

DEFINITIONS

Net Position – This is the difference between the District’s assets and liabilities. In other words, the difference between the District’s economic resources and its debt. Net Position is further broken down into the following three categories:

Net Investment in Capital Assets – The portion of net position that consists of capital assets, net of accumulated depreciation and reduced by any debt outstanding against the acquisition, construction, or improvement of those assets.

Restricted Net Position – The portion of net position that has constraints placed on the use of resources (a) externally by creditors, grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.



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Unrestricted Net Position – The portion of net position that represents spendable resources some of which have been obligated or designated.

Non-Spendable Net Position - The portion of net position that although does not have restrictions on it, balances are obligated for items such as long-term loans, prepaid expenses, and inventories.

Spendable Net Position-Designated – The portion of net position earmarked for intended use by the Board of Directors to be used for specific purposes, but are neither restricted nor committed. These are the portions of the net position that we commonly refer to as reserves.

Spendable Net Position-Undesignated – The portion of net position that represents spendable resources and is the primary subject of a reserve policy.

POLICY

The District's Undesignated Spendable Net Position shall be maintained at a level that results in undesignated General Fund Cash balances between 40% and 50% of annual revenue. This is in addition to the following specific designations.

The District shall maintain specific designations of spendable net position for the following priorities:

- **Rate-Stabilization and Operations Designated Reserve**

This reserve is intended to fund unanticipated operations expenses such as, natural disasters, Infrastructure failure, lawsuits, legislative and regulatory requirements, economic downturns, and one-time opportunities, and any other Board approved use of the reserve.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: 100% of annual operating expenses in the current operating budget.



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Minimum: 20% of the annual operating expenses in the current operating budget.

Funding source: 10% of District's annual Tri-Dam Project and Authority distribution revenues. Annual increases will not exceed the 10% of the annual distribution revenue.

- **Capital Replacement and Improvement Reserve**

This reserve is intended to fund the infrastructure replacement and system improvements as supported by its Water Resource Plan such as modernization projects, regulating reservoirs, and conservation projects.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: 50% of the accumulated depreciation balance.

Minimum: The minimum amount shall equal one year of capital replacement spending as defined in the District's annual budget.

Funding source: 80% of District's annual water transfer sales. Annual increases will not exceed 80% of annual water transfer sales.

- **Main Canal and Tunnel Replacement/Improvement Project Reserve**

This reserve is intended to fund main canal replacement and improvements. Funds will be allocated when projects are identified and any funds not utilized for the project will be returned to undesignated funds after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Reserve Levels and Funding source: At the discretion of the Board

- **Building and Facility Improvement Project Reserve**



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This reserve is intended to repair, improve, or invest in the assets of District facilities.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Reserve level and Funding source: At the discretion of the Board

- **Vehicle and Equipment Replacement Reserve**

This reserve is intended to fund planned replacement of vehicles and heavy equipment that have reached the end of their useful lives. This reserve is utilized to cover equipment replacement by smoothing cash flows over a ten (10) year replacement program.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: Not to exceed total accumulated depreciation for vehicles and equipment.

Minimum: Funds required for the following year's District budget.

Funding source: Net proceeds of the sale of replaced vehicles and equipment and general fund revenue

- **Debt Service Reserve**

This reserve is intended to fund the early redemption its 2016 COP debt, without premium, at a future date. This reserve is not a requirement of the District bond indenture but provides for sound financial management and prudent long-range financial planning.



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All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: \$21,145,000

Minimum: At the discretion of the Board

Funding source: At the discretion of the Board

- **Rural Water System Capital Replacement and Improvement Reserve**

This reserve is intended to fund the District's rural water system assets replacement or upgrade. This includes funding for engineering costs and property acquisition for new well sites to accommodate the extension of the rural water system.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: 100% of the accumulated rural water system's depreciation balance.

Minimum: The greater of one year of capital spending on Rural Water Assets as defined in the District's annual budget or the rural water immediate availability fees for the prior year.

Funding source: 100% of the Rural Water Immediate Availability Charge and connection fees.

- **Joint Canyon Tunnel Project Reserve**

This reserve is intended to fund the Proposed Joint Canyon Tunnel Project in Partnership with SSJID. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.



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All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: District Share of the Tunnel Project

Minimum: At the discretion of the Board

Funding source: At the discretion of the Board

- **Operating Facility Project Reserve**

This reserve is intended to fund the Proposed New Operations Facility. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: Estimated Cost of Building Design and Construction

Minimum: At the discretion of the Board

Funding source: At the discretion of the Board

- **Municipal Conservation Project Reserve**

This reserve is intended to fund future municipal conservation projects for municipalities located within the District boundaries.



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All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: At the discretion of the Board

Minimum: At the discretion of the Board

Funding source: At the discretion of the Board

- **Employee Compensation Absences Reserve**

This reserve is intended to fund contractual vacation and sick leave balances of the District's active employees.

Reserve Levels: 100% of liability.

Funding source: Operating and non-operating revenues.

Reporting

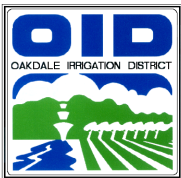
The District's annual budget shall be adopted in accordance with the Undesignated Spendable Net Position level set in this policy. Reserves can be used to provide budgetary funding for the purposes for which the reserves were established as detailed above.

Appropriations from reserve funds shall be authorized through the District's standard budget process or by specific board action.

The Finance Department shall report to the Board during the following:

- District Board presentation, review and adoption of the annual budget.
- Within 60 days following the Publication of the District's audited financial statements.

If the report with year-end results indicates that the Undesignated Spendable Net Position level set in this policy is outside of the range indicated, the report shall contain a corrective action plan.



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PURPOSE

Special districts have the constitutional authority under Article XIIIB to establish reserve funds as the districts “deem reasonable and proper.” Therefore, the Oakdale Irrigation District’s (“District”) Reserve Policy has been developed to consider the level of reserves necessary to adequately provide for:

- Cash flow requirements.
- Funding to meet the District’s short-term and long-term plans as they relate to operations and capital improvements.
- Loss of significant revenue sources such as wholesale power income and property tax receipts due to local disasters or catastrophic events.
- Economic uncertainties, financial hardships, or downturns in the local or state economy.
- Credit worthiness.
- Unfunded mandates including costly regulatory requirements and other legal requirements.

AUTHORITY

This policy is enacted through adoption by the Board of Directors.

DEFINITIONS

Net Position – This is the difference between the District’s assets and liabilities. In other words, the difference between the District’s economic resources and its debt. Net Position is further broken down into the following three categories:

Net Investment in Capital Assets – The portion of net position that consists of capital assets, net of accumulated depreciation and reduced by any debt outstanding against the acquisition, construction, or improvement of those assets.

Restricted Net Position – The portion of net position that has constraints placed on the use of resources (a) externally by creditors, grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.



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Unrestricted Net Position – The portion of net position that represents spendable resources some of which have been obligated or designated.

Non-Spendable Net Position - The portion of net position that although does not have restrictions on it, balances are obligated for items such as long-term loans, prepaid expenses, and inventories.

Spendable Net Position-Designated – The portion of net position earmarked for intended use by the Board of Directors to be used for specific purposes, but are neither restricted nor committed. These are the portions of the net position that we commonly refer to as reserves.

Spendable Net Position-Undesignated – The portion of net position that represents spendable resources and is the primary subject of a reserve policy.

POLICY

The District's Undesignated Spendable Net Position shall be maintained at a level that results in undesignated General Fund Cash balances between 40% and 50% of annual revenue. This is in addition to the following specific designations.

The District shall maintain specific designations of spendable net position for the following priorities:

- **Rate-Stabilization and Operations Designated Reserve**

This reserve is intended to fund unanticipated operations expenses such as, natural disasters, Infrastructure failure, lawsuits, legislative and regulatory requirements, economic downturns, and one-time opportunities, and any other Board approved use of the reserve.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: 100% of annual operating expenses in the current operating budget.



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Minimum: 20% of the annual operating expenses in the current operating budget.

Funding source: 10% of District's annual Tri-Dam Project and Authority distribution revenues. Annual increases will not exceed the 10% of the annual distribution revenue.

- **Capital Replacement and Improvement Reserve**

This reserve is intended to fund the infrastructure replacement and system improvements as supported by its Water Resource Plan such as modernization projects, regulating reservoirs, and conservation projects.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: 50% of the accumulated depreciation balance.

Minimum: The minimum amount shall equal one year of capital replacement spending as defined in the District's annual budget.

Funding source: 80% of District's annual water transfer sales. Annual increases will not exceed 80% of annual water transfer sales.

- **Main Canal and Tunnel Replacement/Improvement Project Reserve**

This reserve is intended to fund main canal replacement and improvements. Funds will be allocated when projects are identified and any funds not utilized for the project will be returned to undesignated funds after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Reserve Levels and Funding source: At the discretion of the Board

- **Building and Facility Improvement Project Reserve**



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This reserve is intended to repair, improve, or invest in the assets of District facilities.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Reserve level and Funding source: At the discretion of the Board

- **Vehicle and Equipment Replacement Reserve**

This reserve is intended to fund planned replacement of vehicles and heavy equipment that have reached the end of their useful lives. This reserve is utilized to cover equipment replacement by smoothing cash flows over a ten (10) year replacement program.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: Not to exceed total accumulated depreciation for vehicles and equipment.

Minimum: Funds required for the following year's District budget.

Funding source: Net proceeds of the sale of replaced vehicles and equipment and general fund revenue

- **Debt Service Reserve**

This reserve is intended to fund the early redemption its 2016 COP debt, without premium, at a future date ~~on or about August 1, 2023~~. This reserve is not a requirement of the District bond indenture but provides for sound financial management and prudent long-range financial planning.



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All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: \$21,145,000

Minimum: At the discretion of the Board

Funding source: At the discretion of the Board

- **Rural Water System Capital Replacement and Improvement Reserve**

This reserve is intended to fund the District's rural water system assets replacement or upgrade. This includes funding for engineering costs and property acquisition for new well sites to accommodate the extension of the rural water system.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: 100% of the accumulated rural water system's depreciation balance.

Minimum: The greater of one year of capital spending on Rural Water Assets as defined in the District's annual budget or the rural water immediate availability fees for the prior year.

Funding source: 100% of the Rural Water Immediate Availability Charge and connection fees.

- **Joint Canyon Tunnel Project Reserve**

This reserve is intended to fund the Proposed Joint Canyon Tunnel Project in Partnership with SSJID. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.



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All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: District Share of the Tunnel Project

Minimum: At the discretion of the Board

Funding source: At the discretion of the Board

- **Operating Facility Project Reserve**

This reserve is intended to fund the Proposed New Operations Facility. All funds not utilized for the project will be returned to undesignated reserves after the close of the project.

All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: Estimated Cost of Building Design and Construction

Minimum: At the discretion of the Board

Funding source: At the discretion of the Board

- **Municipal Conservation Project Reserve**

This reserve is intended to fund future municipal conservation projects for municipalities located within the District boundaries.



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All investment earnings on this reserve shall remain in the General Fund for the purpose of funding the District's annual budget.

Maximum: At the discretion of the Board

Minimum: At the discretion of the Board

Funding source: At the discretion of the Board

- **Employee Compensation Absences Reserve**

This reserve is intended to fund contractual vacation and sick leave balances of the District's active employees.

Reserve Levels: 100% of liability.

Funding source: Operating and non-operating revenues.

Reporting

The District's annual budget shall be adopted in accordance with the Undesignated Spendable Net Position level set in this policy. Reserves can be used to provide budgetary funding for the purposes for which the reserves were established as detailed above.

Appropriations from reserve funds shall be authorized through the District's standard budget process or by specific board action.

The Finance Department shall report to the Board during the following:

- District Board presentation, review and adoption of the annual budget.
- Within 60 days following the Publication of the District's audited financial statements.

If the report with year-end results indicates that the Undesignated Spendable Net Position level set in this policy is outside of the range indicated, the report shall contain a corrective action plan.

BOARD AGENDA REPORT

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

SUBJECT: APPROVE THE BOARD MEETING SCHEDULE FOR 2024

RECOMMENDED ACTION: Approve the Board Meeting Schedule for 2024

BACKGROUND AND/OR HISTORY:

Staff has looked at the 2024 calendar year and put together the attached schedule for the District's Board Meetings in 2024. The schedule is based upon the ACWA/JPIA and the CSDA Conference schedules and holidays. The dates where there is a conflict are noted with an asterisk.

It should also be noted that a Special Board Meeting can be scheduled if and when it becomes necessary. The California Water Code only requires one regular board meeting to be held each month.

FISCAL IMPACT: None

ATTACHMENTS:

- 2024 Board Meeting Schedule
-

Board Motion:

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

VOTE

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

Action(s) to be taken:

Board Meeting Schedule for 2024
OAKDALE IRRIGATION DISTRICT
January 9, 2024
February 6, 2024
March 5, 2024
April 2, 2024
May 14, 2024***
June 4, 2024
July 2, 2024
August 6, 2024
September 3, 2024
October 1, 2024
November 5, 2024
December 10, 2024***

Notes regarding schedule change:

***The May 7th meeting conflicts with the ACWA Spring Conference

***The December 3rd meeting conflicts with the ACWA Fall Conference
CSDA: September 9-12 (Indian Wells, CA)

ACWA (Fall/Spring): (Spring – May 7-9, 2024) (Fall – Dec. 3-5, 2024)

K:\Administration\Admin Assistant\Calendars_Schedules\2024\{DRAFT} Board Meeting - OLD MEETINGS ONLY Schedule for 2024.docx

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 8
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE EMPLOYEE 2024 OPERATING ENGINEERS LOCAL 3 (OE3) OFFICIAL SALARY AND WAGE SCHEDULE EFFECTIVE JANUARY 14, 2024

RECOMMENDED ACTION: Approve the Employee 2024 Operating Engineers Local 3 (OE3) Official Salary and Wage Schedule effective January 14, 2024

BACKGROUND AND DISCUSSION:

California Code of Regulation, §570.0 identifies Statutory and Regulatory requirements regarding the extent of reporting on the amount of “compensation earnable” by public employees pursuant to Government Code 20630, 20636, and 20636.1 for public agencies. One of those requirements is that the Official Salary and Wage Schedule for public agencies be duly approved and adopted by the employer’s governing body in accordance with the requirements of applicable public meeting laws.

The attached Salary and Wage Schedules presented in this Agenda Report reflect the latest compensation earnable by Oakdale Irrigation District employees. The new 2024 schedule was originally approved by the Board on March 7, 2023, following negotiations with OE3, and reflects the following change:

- An annual 4.0% wage increase for Operating Engineers Local Union No. 3 per the labor contract adopted in 2023, effective January 14, 2024.

FISCAL IMPACT: Included in the 2024 Budget

ATTACHMENTS:

- 2024 Salary Schedule Per Classification - Union (OE3)
-

Board Motion:

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

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
2024 SALARY SCHEDULE
UNION CLASSIFICATIONS
EFFECTIVE JANUARY 14, 2024**

HOURLY

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5
Construction & Maintenance Worker	\$31.14	\$32.69	\$34.33	\$36.04	\$37.85
Distribution System Operator/Construction & Maintenance Worker	\$31.14	\$32.69	\$34.33	\$36.04	\$37.85
Equipment Operator	\$34.65	\$36.38	\$38.20	\$40.11	\$42.11
Fleet Equipment / Mechanic	\$31.96	\$33.56	\$35.24	\$37.00	\$38.85
Leadman - Construction & Maintenance	\$36.37	\$38.19	\$40.10	\$42.11	\$44.21
Leadman - Distribution System Operator/Construction & Maintenance Worker (Irrigation Season)	\$38.75	\$40.69	\$42.73	\$44.86	\$47.11
Leadman - Maintenance & Operations	\$37.39	\$39.26	\$41.23	\$43.29	\$45.45
Maintenance / Operations Worker	\$33.99	\$35.69	\$37.48	\$39.35	\$41.32
SCADA Serviceman	\$34.55	\$36.27	\$38.09	\$39.99	\$41.99
SCADA Technician	\$40.43	\$42.45	\$44.58	\$46.80	\$49.15
Warehouseman / Yardman	\$31.14	\$32.69	\$34.33	\$36.04	\$37.85
Water Utilities Serviceman	\$31.14	\$32.69	\$34.33	\$36.04	\$37.85
Water Utilities Technician	\$34.72	\$36.45	\$38.28	\$40.19	\$42.20

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 9
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE THE EMPLOYEE 2024 UNREPRESENTED SALARY AND WAGE SCHEDULES EFFECTIVE JANUARY 14, 2024

RECOMMENDED ACTION: Approve the Employee 2024 Unrepresented Official Salary and Wage Schedules effective January 14, 2024

BACKGROUND AND DISCUSSION:

California Code of Regulation, §570.0 identifies Statutory and Regulatory requirements regarding the extent of reporting on the amount of “compensation earnable” by public employees pursuant to Government Code 20630, 20636, and 20636.1 for public agencies. One of those requirements is that the Official Salary and Wage Schedule for public agencies be duly approved and adopted by the employer’s governing body in accordance with the requirements of applicable public meeting laws.

The attached Salary and Wage Schedules presented in this Agenda Report reflect the latest compensation earnable by Oakdale Irrigation District employees. The new 2024 schedules were originally approved by the Board on February 7, 2023, following the adoption of the resolutions and reflect the following changes:

- An annual 4.0% wage increase for the three (3) unrepresented groups (Confidential, Supervisor, and Management)

FISCAL IMPACT: Included in the 2024 Budget

ATTACHMENTS:

- 2024 Salary Schedule Per Classification – Non-Represented
-

Board Motion:

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

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT
2024 SALARY SCHEDULE
UNREPRESENTED EMPLOYEES
EFFECTIVE JANUARY 14, 2024

HOURLY

BI-WEEKLY

MONTHLY

ANNUAL

MANAGEMENT LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
CHIEF FINANCIAL OFFICER/TREASURER	105.15	110.40	115.92	121.72	127.80	8,411.64	8,832.22	9,273.83	9,737.52	10,224.40	18,225.21	19,136.47	20,093.30	21,097.96	22,152.86	218,702.53	229,637.66	241,119.54	253,175.52	265,834.30
CONSTRUCTION AND MAINTENANCE MANAGER	60.65	63.68	66.86	70.20	73.72	4,851.65	5,094.24	5,348.95	5,616.40	5,897.22	10,511.92	11,037.51	11,589.39	12,168.86	12,777.30	126,143.01	132,450.16	139,072.67	146,026.30	153,327.62
GENERAL MANAGER					137.50					11,000.00					23,833.33					286,000.00
WATER OPERATIONS MANAGER/DISTRICT ENGINEER	81.60	85.68	89.96	94.46	99.18	6,527.97	6,854.36	7,197.08	7,556.94	7,934.78	14,143.93	14,851.12	15,593.68	16,373.36	17,192.03	169,727.13	178,213.48	187,124.16	196,480.37	206,304.38

SUPERVISORY LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
ASSISTANT ENGINEER	48.76	51.20	53.76	56.45	59.27	3,900.86	4,095.90	4,300.70	4,515.73	4,741.52	8,451.86	8,874.46	9,318.18	9,784.09	10,273.29	101,422.37	106,493.49	111,818.16	117,409.07	123,279.53
ASSISTANT WATER OPERATIONS MANAGER	50.71	53.24	55.90	58.70	61.63	4,056.41	4,259.23	4,472.19	4,695.80	4,930.59	8,788.88	9,228.33	9,689.74	10,174.23	10,682.94	105,466.58	110,739.91	116,276.90	122,090.75	128,195.29
ASSOCIATE ENGINEER	56.94	59.79	62.77	65.91	69.21	4,555.07	4,782.82	5,021.97	5,273.06	5,536.72	9,869.32	10,362.79	10,880.92	11,424.97	11,996.22	118,431.83	124,353.42	130,571.09	137,099.65	143,954.63
FIELD SUPERVISOR	45.92	48.22	50.63	53.16	55.82	3,673.64	3,857.32	4,050.19	4,252.70	4,465.33	7,959.55	8,357.53	8,775.41	9,214.18	9,674.89	95,514.66	100,290.39	105,304.91	110,570.16	116,098.66
FLEET/WAREHOUSE SUPERVISOR	43.88	46.07	48.37	50.79	53.33	3,510.19	3,685.70	3,869.99	4,063.49	4,266.66	7,605.42	7,985.69	8,384.98	8,804.22	9,244.44	91,265.04	95,828.29	100,619.70	105,650.69	110,933.22
HUMAN RESOURCES ADMINISTRATOR	49.27	51.74	54.33	57.04	59.89	3,941.96	4,139.06	4,346.01	4,563.31	4,791.48	8,540.91	8,967.96	9,416.36	9,887.18	10,381.53	102,490.97	107,615.52	112,996.30	118,646.11	124,578.42
IT SYSTEMS ADMINISTRATOR	51.53	54.11	56.81	59.66	62.64	4,122.59	4,328.72	4,545.15	4,772.41	5,011.03	8,932.27	9,378.89	9,847.83	10,340.22	10,857.23	107,187.27	112,546.64	118,173.97	124,082.67	130,286.80
SAFETY COORDINATOR	49.73	52.22	54.83	57.57	60.45	3,978.63	4,177.57	4,386.44	4,605.77	4,836.05	8,620.37	9,051.39	9,503.96	9,979.16	10,478.12	103,444.48	108,616.70	114,047.53	119,749.91	125,737.41
WATER OPERATIONS SUPERVISOR	45.92	48.22	50.63	53.16	55.82	3,673.64	3,857.32	4,050.19	4,252.70	4,465.33	7,959.55	8,357.53	8,775.41	9,214.18	9,674.89	95,514.66	100,290.39	105,304.91	110,570.16	116,098.66
WATER UTILITIES & SCADA SUPERVISOR	48.45	50.87	53.41	56.08	58.89	3,875.70	4,069.48	4,272.96	4,486.61	4,710.94	8,397.35	8,817.21	9,258.07	9,720.98	10,207.03	100,768.16	105,806.57	111,096.90	116,651.74	122,484.33

NON-EXEMPT CONFIDENTIAL LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
ACCOUNTANT	38.89	40.83	42.87	45.02	47.27	3,110.93	3,266.48	3,429.80	3,601.29	3,781.35	6,740.35	7,077.36	7,431.23	7,802.79	8,192.93	80,884.14	84,928.35	89,174.77	93,633.51	98,315.18
ACCOUNTING TECHNICIAN	32.31	33.92	35.61	37.39	39.26	2,584.71	2,713.94	2,848.80	2,991.24	3,140.80	5,600.20	5,880.21	6,172.40	6,481.02	6,805.07	67,202.35	70,562.47	74,068.75	77,772.19	81,660.80
EXECUTIVE ASSISTANT/CLERK TO THE BOARD	37.43	39.30	41.27	43.33	45.50	2,994.41	3,144.13	3,301.34	3,466.40	3,639.72	6,487.89	6,812.28	7,152.90	7,510.54	7,886.07	77,854.64	81,747.38	85,834.75	90,126.48	94,632.81
INVENTORY-PURCHASING CLERK	33.31	34.98	36.73	38.56	40.49	2,664.99	2,798.24	2,938.15	3,085.06	3,239.31	5,774.14	6,062.85	6,365.99	6,684.29	7,018.50	69,289.67	72,754.16	76,391.86	80,211.46	84,222.03
IT SUPPORT TECHNICIAN	38.89	40.83	42.87	45.02	47.27	3,110.93	3,266.48	3,429.80	3,601.29	3,781.35	6,740.35	7,077.36	7,431.23	7,802.79	8,192.93	80,884.14	84,928.35	89,174.77	93,633.51	98,315.18
PAYROLL CLERK / ADMINISTRATION CLERK	32.30	33.91	35.61	37.39	39.26	2,583.94	2,713.14	2,848.80	2,991.24	3,140.80	5,598.55	5,878.47	6,172.40	6,481.02	6,805.07	67,182.54	70,541.67	74,068.75	77,772.19	81,660.80
SENIOR ACCOUNTANT	40.83	42.88	45.02	47.27	49.63	3,266.69	3,430.02	3,601.52	3,781.60	3,970.68	7,077.82	7,431.72	7,803.30	8,193.47	8,603.14	84,933.89	89,180.59	93,639.62	98,321.60	103,237.68

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 10
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE DISTRICT SERVICE AWARDS FOR 2023

RECOMMENDED ACTION: Approve District Service Awards for 2023

BACKGROUND AND/OR HISTORY:

Historically, the District has also provided employees with 5, 10, 15, etc. of service years at the rate of \$50 per year. For 2023 calendar year the total is \$5,000. The following employees qualify for these awards:

Hire Date	Employee	2023	
		Years	Award
1998	WALSH, JOHN A.	25	\$ 1,250
2008	THORBURN, ERIC	15	750
2008	KOSAKIEWICZ, JOSEPH	15	750
2013	BUILA, JOE	10	500
2018	O'BRIEN, BRENDEN	5	250
2018	TOSTE, DAVID	5	250
2018	WEEKS, BRIAN	5	250
2018	MEDEIROS, CONNOR	5	250
2018	DURRETT, JASON	5	250
2018	BUKHARI, KIM	5	250
2018	CISNEROS, SHARON	5	250
	Total Awards		\$ 5,000

FISCAL IMPACT: Service Awards \$5,000

ATTACHMENTS:

➤ None

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 11
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE DISTRICT PERFECT ATTENDANCE AWARDS FOR 2023

RECOMMENDED ACTION: Approve District Perfect Attendance and Service Awards for 2023

BACKGROUND AND/OR HISTORY:

Historically, the District has given a \$100.00 award to employees who have not used any sick leave for one year beginning at the end of November of the prior year.

- This year we have 10 employees who qualify for the period of November 20, 2022, through November 18, 2023, as follows:
 - Buila, Joseph
 - Bukhari, Kim
 - Cisneros, Sharon
 - Kosakiewicz, Joe
 - Mendes, Dylan
 - Oberkamper, Marc
 - Rocha, Vincent
 - Skokan, David
 - Walsh, Johnny
 - Wann, Matthew

FISCAL IMPACT: Perfect attendance \$1,000

ATTACHMENTS:

- None

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 12
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND OAKDALE IRRIGATION DISTRICT FOR A SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT AND ANY FUTURE AMENDMENTS

RECOMMENDED ACTION: Authorize General Manager to execute the Funding Agreement between the State of California Department of Water Resources and Oakdale Irrigation District for a SGMA Implementation Grant and any future amendments

BACKGROUND AND/OR HISTORY:

OID's In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion (Project) was selected as 1 of 31 projects to be awarded grant funding from the Sustainable Groundwater Management Grant Program SGMA Implementation – Round 2 Grant funding. On November 7, 2023, the Oakdale Irrigation District Board of Directors adopted a resolution accepting the Department of Water Resources (DWR) SGMA Implementation Round 2 Grant Funds. Since that time, DWR and OID staff have worked together to formalize the attached Draft Funding Agreement between DWR and OID (Agreement) for the Project. The following are just a few key terms and conditions of the Agreement for the Board's consideration:

- Work performed on the Project after October 4, 2022, shall be eligible for reimbursement
- All work shall be completed by April 30, 2026, and no funds may be requested after June 30, 2026
- The maximum amount payable by the State under this Agreement shall not exceed \$14,383,000. Any additional costs are the responsibility of the Grantee.
- Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter.
- Planning and construction of infrastructure improvements to provide in-lieu and direct recharge benefits across 11,000 irrigated acres within the Modesto Subbasin by accommodating an additional 150 cfs of irrigation water through OIDs Paulsell Lateral
- Improvements required to accommodate this additional flow rate include a minimum of 28,500 linear feet (5.4 miles) of canal restructuring, rehabilitation of two tunnels, a minimum of five automated check structure installations, a minimum of two siphon replacements, and a minimum of five culvert replacements.

OID's staff and legal counsel have reviewed the attached Agreement and recommends that the Board authorize the General Manager to execute the Agreement on OID's behalf and any subsequent amendments.

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

ATTACHMENTS:

- Draft Funding Agreement between DWR and OID for a SGMA Implementation Grant
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
OAKDALE IRRIGATION DISTRICT
AGREEMENT NUMBER <SAP AGREEMENT NUMBER>**

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Oakdale Irrigation District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68) to the Grantee to assist in financing the Oakdale Irrigation District In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on **DECEMBER XX**, 2023, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2026, and no funds may be requested after JUNE 30, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$14,383,000. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023* (2021 Guidelines).
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and
 - d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but

are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Christopher Martinez at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to christopher.martinez@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing

for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 4.
- F. Failure to routinely invoice the State pursuant to Paragraph 7.
- G. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
- H. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than **APRIL 30, 2024** with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
 - C. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State
 - D. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
 - E. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
 - F. Environmental Information Form (EIF): Prepare and submit the EIF within 30-days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."
13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State

has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Oakdale Irrigation District

Eric Thorburn
Water Operations Manager
1205 East F Street
Oakdale, CA 95361
Phone: (209) 840-5525
Email: ethorburn@oakdaleirrigation.com

Direct all inquiries to the Grant Manager:

Department of Water Resources

Christopher Martinez
Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9153
Email: christopher.martinez@water.ca.gov

Oakdale Irrigation District

Eric Thorburn
Water Operations Manager
1205 East F Street
Oakdale, CA 95361
Phone: (209) 840-5525
Email: ethorburn@oakdaleirrigation.com

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Appraisal Specifications

Exhibit L– Information Needed for Escrow Process and Closure

Exhibit M– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

OAKDALE IRRIGATION DISTRICT

Arthur Hinojosa
Manager, Division of Regional Assistance

Scot A. Moody
General Manager

Date _____

Date _____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date _____

Exhibit A

WORK PLAN

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

Project Description: This Work Plan includes activities associated with planning and construction of infrastructure improvements to provide in-lieu and direct recharge benefits across 11,000 irrigated acres within the Modesto Subbasin by accommodating an additional 150 cfs of irrigation water through OIDs Paulsell Lateral. The additional flow through this lateral will not only provide improved service to lands currently served by OID, but will also provide surface water for previously developed groundwater dependent agricultural lands in the Non-District East Management Area. Improvements required to accommodate this additional flow rate include a minimum of 28,500 linear feet of canal restructuring, two tunnel rehabilitations, a minimum of five automated check structure installations, a minimum of two siphon replacements, and a minimum of five culvert replacements. Outreach and engagement will also be performed to spread awareness on the project within the basin.

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare and submit the Environmental Information Form (EIF) within 30-days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30-days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR’s Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager’s comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: CEQA/Permitting/Easements

Prepare and submit required CEQA documentation pursuant to current CEQA guidelines if an exemption from

CEQA is not granted. Submit the CEQA document(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Obtain applicable permit(s) pertinent to the Project. Submit a Notice of Exemption or Determination with the respective county(ies) and State Clearinghouse. Obtain all access agreements, easements, and opinions required to construct Project.

Construction may not begin and no costs for Category (c), Task 5 may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c), Task 5 prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- All required CEQA documentation
- Applicable permit(s)
- Notice of Exemption and Notice of Determination, if applicable
- Access Agreement(s) and/or Easement(s)

Task 2: Design Plans and Specifications

Develop the 60% design plans and submit them for review and concurrence prior to completing the final plans. Prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction. Submit the 100% design plans and specifications for review and concurrence prior to advertising for bids. Advertise the project to select a contractor(s) and award the contract(s).

Deliverables:

- 60% Design Plans and Specifications
- 100% Design Plans and Specifications
- Bid Package

Category (c): Implementation / Construction

Task 3: Contract Services

Develop all necessary pre-bid and bid documents to secure a contractor and submit to the DWR Grant Manager prior to advertising. Award the contract and submit the Notice of Award to the DWR Grant Manager. Submit the Notice to Proceed to the DWR Grant Manager.

Deliverables:

- Proof of bid advertisement
- Notice of Award
- Notice to Proceed
- Bid Documentation

Task 4: Construction Administration

Photo-document pre-construction conditions and daily construction activities. Prepare any change orders, address contractor's onsite questions, review/update construction schedule, review contractor submittals and pay requests, and notify contractor if work is not acceptable. Finalize record drawings and submit the as-built drawings to DWR's Grant Manager.

Deliverables:

- Photo-documentation of pre-, during, and post-construction activities included within the appropriate Quarterly Progress Reports

- Notice of Completion
- As-built drawings

Task 5: Construction

Construct the Project per the final design plans and specifications and as outlined in the awarded contract. Conduct an inspection of the completed Project by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that the Project was constructed per the 100% design plans and specifications and will provide the benefits claimed.

Deliverables:

- Site inspection letter or report

Category (d): Monitoring/Assessment

Not applicable to this Project

Category (e): Engagement / Outreach

Develop an outreach and engagement plan for the Project. Provide outreach and document interested party involvement through a minimum of five public outreach meetings for OID constituents, related groundwater organizations, and other interested parties. Identify and notify interested parties of the Project including potential impacts and benefits. Prepare an informational flier that can be publicly released to disseminate project objectives, expected benefits, concept, and construction timeline. Perform post-project outreach meetings to detail completed Project tasks and associated benefits.

Deliverables:

- Outreach and engagement plan
- Sign in sheets and outreach materials
- Interested Party communications and decisions log
- Project informational flier

Exhibit B
BUDGET

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

Grantee: Oakdale Irrigation district

Grant serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$0
(b) Environmental / Engineering / Design	\$1,999,000
(c) Implementation / Construction	\$12,328,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$56,000
Total:	\$14,383,000

Exhibit C
SCHEDULE

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

Categories	Start Date ¹	End Date ¹
(a) Grant Agreement Administration	10/5/2022	4/30/2026
(b) Environmental / Engineering / Design	5/1/2023	4/30/2026
(c) Implementation / Construction	11/1/2023	4/30/2026
(d) Monitoring / Assessment	6/1/2023	4/30/2026
(e) Education / Outreach	6/1/2023	4/30/2026

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D
STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
- B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
- C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D. Comply with all applicable California, federal, and local laws and regulations.
- E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
 - G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
 - I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, 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.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

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

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

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

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

Herman Doornbal

Linda Santos

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


OAKDALE IRRIGATION DISTRICT


Thomas D. Orvis, President


Scot A. Moody, Secretary

CERTIFICATION

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


Scot A. Moody, Secretary

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. GRANT COMPLETION REPORT

Grant Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail

- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

3. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

DRAFT

Exhibit I
PROJECT LOCATION

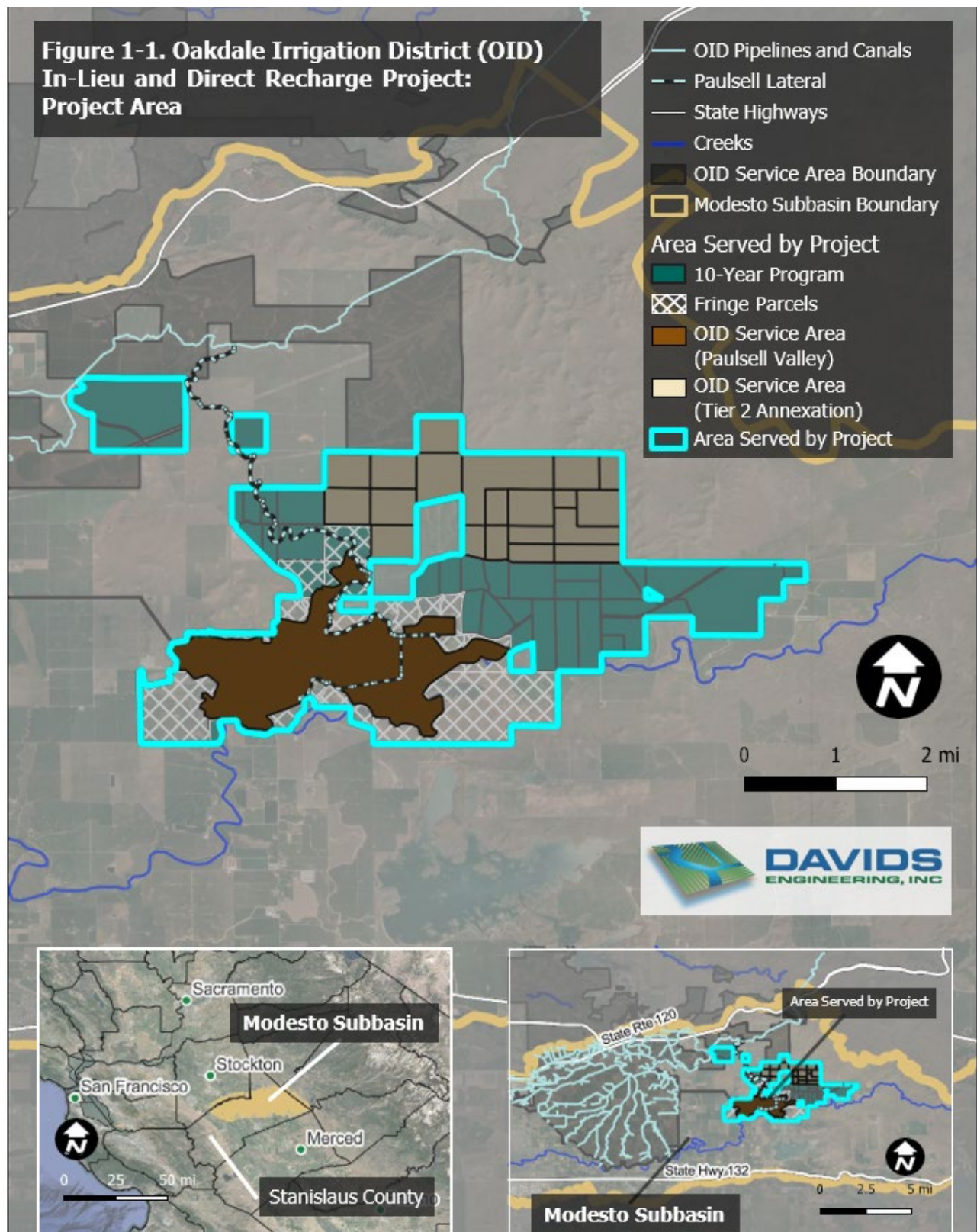


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
APPRAISAL SPECIFICATIONS

NOT APPLICABLE

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants,

conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/Grantee, sale/recording dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use

restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit L

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

NOT APPLICABLE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

BOARD AGENDA REPORT

Date:	December 12, 2023
Item Number:	13
APN:	N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION, GRANT AN EXCEPTION TO THE FORMAL BIDDING PROCESS, AUTHORIZE THE GENERAL MANAGER TO EXECUTE A WORK RELEASE WITH DAVIDS ENGINEERING, INC. FOR DESIGN OF REACHES 1, 2, & 3 OF THE OID IN-LIEU AND DIRECT RECHARGE PROJECT – PAULSELL LATERAL EXPANSION, AND AMEND THE 2024 CAPITAL BUDGET TO INCLUDE THE PROJECT IN THE AMOUNT OF \$1,600,000

RECOMMENDED ACTION: Grant an exception to the formal bidding process, authorize the General Manager to execute a Work Release with Davids Engineering, Inc. for Design of Reaches 1, 2, & 3 of the OID In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion, and Amend the 2024 Capital Budget to include the Project in the amount of \$1,600,000.

BACKGROUND AND/OR HISTORY:

OID's In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion (Project) was selected as 1 of 31 projects to be awarded grant funding from the Sustainable Groundwater Management Grant Program SGMA Implementation – Round 2 Grant funding (Grant). OID and Department of Water Resources (DWR) staff have been working together to formalize a funding agreement for the Project. Now that the grant agreement is in the process of being finalized, OID is able to contract with a consultant to perform the design work for the Project.

OID's Grant application requested a total of \$18,088,000 to complete Reaches 1, 2, & 3 of the Project. Ultimately \$14,383,000 was awarded by DWR for OID to complete Reach 1. Reach 1 improvements include major canal restructuring to allow 180 cfs of surface water to flow from the Paulsell Headgate to the Fahey Creek Spill downstream of Warnerville Road. However, OID may opt to also proceed with the design of the Reach 2 & 3 improvements to be able to continue improvements downstream at some point in the future for the benefit of in-District OID lands as well as some additional out-of-District lands. These design costs could be covered under grant funds as long as all Reach 1 improvements committed to as part of the Grant agreement were completed. Any costs exceeding the allotted \$14,383,000 in Grant funding would be the responsibility of the District to cover.

The potential Project phases are outlined as follows:

Improvements to Reach 1

- Up to 3,700 AFY surface water deliveries for direct and in-lieu recharge
- Improved deliveries and in-lieu recharge for approximately 2,500 in-District acres and 1,217 out-of-District acres on the Paulsell Lateral
- Total Estimated Project Cost: \$14,383,000
- Total Design Cost: \$1,090,571

Improvements to Reaches 1 & 2

- Up to 10,000 AFY surface water deliveries for direct and in-lieu recharge

- Improved deliveries and in-lieu recharge for approximately 2,997 in-District acres and 3,442 out-of-District acres on the Paulsell Lateral
- Total Estimated Project Cost: \$16,676,000

Improvements to Reaches 1, 2, & 3

- Up to 20,000 AFY surface water deliveries for direct and in-lieu recharge
- Improved deliveries and in-lieu recharge for approximately 4,600 in-District acres and 6,400 out-of-District acres on the Paulsell Lateral
- Total Estimated Project Cost: \$18,088,000
- Total Design Cost: \$1,509,505

Under California Government Code 54202: *Every local agency shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the local agency.* In accordance with OID's Procurement Policy the Board of Directors may grant exceptions to formal bidding due to emergency conditions, supply limitation, or other circumstances with justification for such waiver documented with the acquisition. As part of OID's Grant application package, Davids Engineering performed a 25% design of the Project. Having already initiated the Project design, Davids Engineering is in a better position than any other engineering consultant to expeditiously and cost effectively deliver a 100% engineering design and specifications for the Project. Due to time constraints associated with the Grant agreement (complete construction no later than April 2026), the construction window being limited to the winter months outside the irrigation season, and the cost-savings for the District, staff is recommending the Board forego a formal bidding process and authorize the General Manager to execute a Work Release with Davids Engineering, Inc. for design of Reaches 1, 2, & 3 of the Project and amend the 2024 Budget.

If approved as recommended, design of Reaches 1, 2, & 3 will be completed and construction bids will be solicited. Upon receipt of the bids, staff will return to the Board for direction prior to award. At that time the Board will be presented the option of proceeding with construction of just Reach 1 or multiple Reaches of the Project.

FISCAL IMPACT: Not to Exceed Amount: \$1,509,505 including optional design of Reach 2 and Reach 3 (\$418,934). OID staff recommends a \$1.6M amendment to the 2024 budget to accommodate the proposed design which includes 6% contingency.

ATTACHMENTS:

- Davids Engineering, Inc. Proposal for Professional Engineering Services – Paulsell Lateral Expansion

Board Motion:

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

VOTE:

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

Action(s) to be taken:

Proposal for Professional Engineering Services

TO: Eric C. Thorburn, P.E.
Water Operations Manager/District Engineer
Oakdale Irrigation District

FROM: Davids Engineering, Inc.
www.davidsengineering.com

DATE: November 30, 2023

SUBJECT: Oakdale Irrigation District In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion

Davids Engineering, Inc. (DE) is pleased to provide this proposal to Oakdale Irrigation District (OID or District) for design of the Paulsell Lateral Expansion Project. Completion of the professional services contained herein will be conducted by a group of consultants that together form the DE Team. Figure 1 below provides the team organization and each consultant's associated tasks.

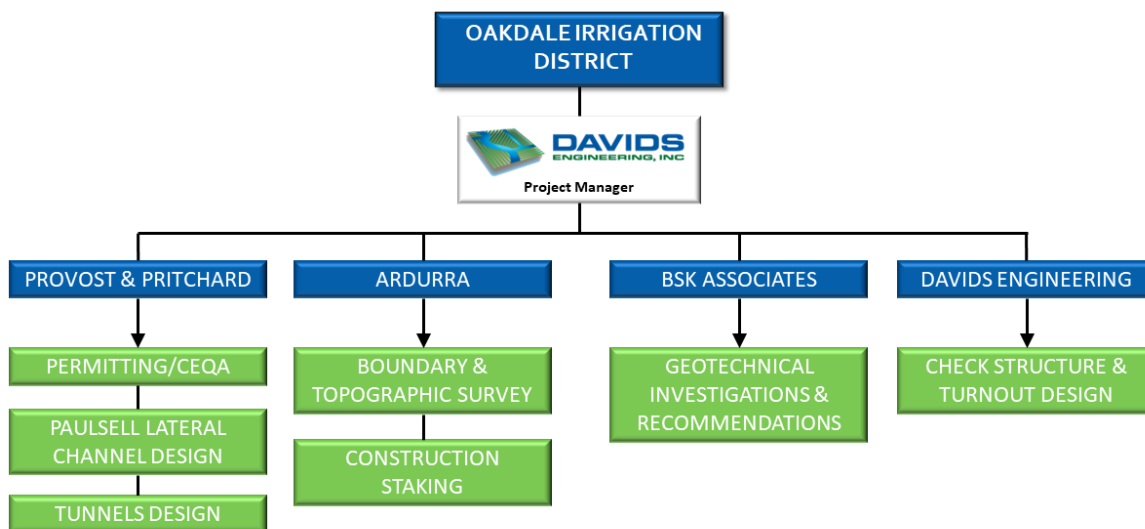


Figure 1. DE Team Organization Chart

1 Project Overview and Objective

OID as a member agency of the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA) is beginning to implement an in-lieu and direct recharge project to support groundwater (GW) sustainability in the Modesto Subbasin (Subbasin). Through OID's 10-year Out-of-District Water Sales Program (10-Year Program), OID proposes to divert up to 25,000 acre-feet per year (AFY) of available surface water from the Stanislaus River under existing water rights to facilitate recharge outside OID's service area in the Modesto and Eastern San Joaquin Subbasins. Of the

total 25,000 AFY, OID anticipates it will deliver approximately 20,000 AFY of available surface water in the Modesto Subbasin (at least 14,000 AFY, on average; Att4 Table 2-1). However, infrastructure improvements are needed to increase the capacity of OID's Paulsell Lateral to convey the available surface water to lands currently dependent on GW. The OID In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion (Project) will allow OID to deliver most of the 20,000 AFY through OID's Paulsell Lateral to facilitate in-lieu and direct recharge on approximately 6,400 acres of previously developed, GW-dependent agricultural lands in the Non-District East Management Area (NDE MA).

Infrastructure improvements proposed in the Project will provide additional in-lieu recharge benefits by improving irrigation service to approximately 4,600 acres of in-District lands that are served by OID, but have resorted in part to pumping GW to supplement irrigation due to irrigation service issues on the Paulsell Lateral. In total, the Project is expected to provide in-lieu and direct recharge benefits across 11,000 irrigated acres in the Subbasin.

Surface water delivered through the Project will offset an equivalent volume of GW pumping by supplying surface water to formerly GW-dependent agricultural lands and by improving irrigation service to OID's existing irrigation customers, broadly encouraging beneficial use of available surface water in lieu of GW. These benefits are expected to preserve, augment, and improve the quality of GW supplies that are vital to surrounding communities and domestic well users, while also helping to sustain the irrigation needs of small, local farms and preserve the economic vitality of the region.

Program implementation is currently hindered by capacity constraints on the Paulsell Lateral. The Project will directly address this challenge by constructing the infrastructure improvements needed to convey and deliver available surface water to irrigators. Out-of-District water deliveries will be made generally between March and September during times and under conditions that will not impact OID's existing in-District irrigation customers. The Project will strategically rehabilitate, automate, and increase the capacity of the Paulsell Lateral from 30 cubic feet per second (CFS) up to a maximum of 180 CFS at the headgate to accommodate and deliver available surface water to the Area Served by the Project.

2 Project Approach

In completion of this design effort, the DE Team proposes a comprehensive approach building off past work performed on behalf of OID. The DE Team is comprised of consultants with a strong track record of completing successful modernization and improvement projects within the District. The DE Team has a history of working together and will continue those relationships to work collaboratively to facilitate successful completion of the Project. The DE Team will focus its effort on the tasks outlined below.

3 Project Proposal

3.1 Scope of Services

The scope of professional services to be performed by the DE Team is organized into 8 Tasks (see Table 1). Tasks 1 through 7 describe the professional services to be performed for Reach 1 of the Project. Reach 1 is defined as that portion of the Paulsell Lateral from the Paulsell Lateral Headgate at the OID South Main Canal to the discharge of the Fahey Creek Siphon. Task 8 is an optional task for OID's consideration

and provides the estimated costs associated with completing the design for the remainder of the Project including Reaches 2 and 3 which are located downstream of Reach 1 and extends from the Fahey Creek Siphon discharge to Dry Creek. Note: Environmental and Permitting work for reaches 2 and 3 are included within the scope of Task 2 below.

Table 1. Task Summary

TASK NUMBER	DESCRIPTION
1	Project Management, Stakeholder Engagement, and Outreach Support
2	Environmental Documentation & Permitting
3	Boundary & Topographic Survey
4	Geotechnical Investigation and Recommendations
5	Canal Expansion
6	Tunnels 1 and 2 Expansion
7	Check Structure and Turnout Design
8	Optional: Design of Reach 2 and 3 to Dry Creek Spill

TASK 1 - PROJECT MANAGEMENT, STAKEHOLDER ENGAGEMENT AND OUTREACH SUPPORT

Task 1 will be performed under the leadership of DE and will include coordination amongst the design team, coordination between the design team and OID, and outreach support. DE will facilitate team meetings during the design phase of work at the frequency and duration described below. In addition to design team coordination DE will provide support with grant administration and public outreach as requested by OID. The professional services to be performed under Task 1 shall include the following:

- Coordination between the technical design team and OID.
- Participation in discussions with stakeholders including underrepresented communities, participating agencies, permitting agencies, and local landowners.
- Facilitation of Bi-weekly team meetings during design phase.
- Supporting OID in preparation of Quarterly Grant Progress Reports, draft Grant Completion Report and final Grant Completion Report.
- Assisting OID with outreach to relevant stakeholders as required (nearby residents, landowners, and underrepresented community representatives).
- Plan review.

DELIVERABLES

- Project schedule updated on a monthly basis.
- Project billings and cost tracking.
- Completed design pursuant to Tasks 1-8 below.

PROJECT MANAGEMENT, STAKEHOLDER ENGAGEMENT AND OUTREACH SUPPORT ASSUMPTIONS & EXCLUSIONS

- Coordination with stakeholders assumes 160 hours of Project Manager time distributed across the course of Project design development.
- This Scope of Work does not include development of a complete outreach plan, but provides DE Team availability for support.

- Bi-Weekly design team meetings are assumed to be 1.5 hours in duration and include attendance of 1 representative from each DE Team member.
- Supporting OID in preparation of Grant reporting assumes the following:
 - Quarterly Grant Progress Reports: 4 hours of Project Manager's time per report across the grant term.
 - Draft Grant Completion Report: 16 hours of Project Manager's time.
 - Final Grant Completion Report: 8 hours of Project Manager's time.

TASK 2 – ENVIRONMENTAL DOCUMENTATION & PERMITTING

ENVIRONMENTAL DOCUMENTATION

INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (CEQA PLUS FORMAT)

- The Scope of Work for the CEQA document covers Reaches 1, 2, and 3 of the Project.
- The DE Team will attend one kick-off meeting via conference call with DE and the District to finalize the work product expectations, communication protocol, Project schedule and to discuss any previously prepared technical reports and any other Project background information.
- The DE Team will prepare a Draft Assembly Bill (AB) 52 Tribal Consultation letter to the Chicken Ranch Rancheria Me-Wuk Indians of California (Tribe) for the District to put on their letterhead and send, via certified mail, to the Tribe.
- The DE Team will prepare the Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to the current California Environmental Quality Act (CEQA) Guidelines Appendix G Environmental Checklist in a CEQA Plus format to help address any future federal funding.
- Each section of the IS/MND will provide a discussion of the environmental setting for that environmental issue area, a listing of the Federal, State and Local laws as they relate to this Project, and the impacts analyses. Thresholds for the standards of significance and mitigation measures will also be discussed, as appropriate.
- Maps and information for the following: Regional Vicinity, Topographical Quadrangle, Area of Potential Effect, Zoning, General Plan, FEMA Flood, Sensitive receptors, and Farmlands.
- Upon receipt of one set of consolidated review comments on the Administrative Draft IS/MND, our team will incorporate the comments into the document and provide a Draft IS/MND for public review/comment.
- Submit Draft IS/MND to the State Clearinghouse (SCH) for a 30-day public review/comment period.
- Prepare the draft Notice of Intent (NOI), Notice of Completion (NOC), and Notice of Determination (NOD).
- Upon Lead Agency action to adopt the IS/MND and approve the Project, CEQA Guidelines Section 15075 requires that the lead agency file an NOD within 5 working days (Public Resources Code Section 21083). We will file the NOD with the County Clerk's Office with CDFW CEQA filing fee check and provide a copy to SCH if the District would like.
- This Proposal includes the filing fees for the Stanislaus County Clerk's Office and the payment of the County Clerk filing fee of \$50.00, as well as the payment of the CDFW 2024 Environmental Document Filing Fee of \$2,916.75.

CULTURAL RESOURCES STUDY (TO A NEPA LEVEL)

The DE Team will team with ASM Affiliates to complete a Phase I Cultural Resources Survey/Cultural Report. This will include the following tasks:

- Obtain a standard turn-around archival records search from the Central Valley Information Center (IC), California State University, Stanislaus, to identify any previously recorded sites located on or previous studies conducted within or adjacent to the Project area of potential effect (APE). A records search of the Native American Heritage Commission Sacred Lands files will also be requested.
- Fieldwork will comprise of an intensive field survey of the APE, consisting of approximately 10.2 miles of an existing canal, by qualified archaeologists. The pedestrian survey will be conducted using parallel 15-meter transects on both sides of the existing canal. Any newly identified archaeological sites will be mapped and recorded on Department of Parks and Recreation (DPR) 523 forms for submission to the IC for assignment of permanent trinomials. Previously recorded sites within the study area will be visited and the site form will be updated. If potentially significant archaeological sites are identified during the survey, evaluation of their eligibility for the National, State or Local register(s) may be required, if site avoidance cannot be achieved due to Project constraints. Should this be the case, ASM will inform the District of such and submit a proposal to complete that work. ASM will prepare a written technical report that will summarize the background to the study area, records searches and tribal outreach, the field methods employed, and the results of the work described above, including recommendations for CEQA compliance.
- Section 106 and architectural history. Since the project will result in a complete change to Paulsell Lateral ASM will have to perform an historical evaluation on the lateral.

BIOLOGICAL EVALUATION REPORT (To a NEPA LEVEL)

- Provost & Pritchard will review relevant background information, perform a reconnaissance-level survey of the Project area, and prepare a Biological Evaluation Report. The report will be consistent with CEQA standards and evaluate potential Project-related impacts to State and federal listed species, rare species and habitats, and other sensitive biological resources. It will include federal Section 7 determinations and mitigation measures to reduce potential impacts to protected resources to a less-than-significant level and be suitable for submission to most regulatory agencies for permitting purposes.

DELIVERABLES

- One electronic copy of the Administrative Draft IS/MND including technical studies for Cultural and Biological Resources (described above).
- Final-Draft IS/MND, NOI, NOC and NOD.

PERMITTING

The Permitting Phase will include the following tasks and associated deliverables for Reaches 1, 2, and 3 of the Project.

SECTION 7 BIOLOGICAL ASSESSMENT (To an ESA Level)

Provost & Pritchard will complete a detailed survey of the project site and prepare a detailed analysis of federally-listed species that have the potential to be impacted by project activities in the Section 7 Biological Assessment Report. It will list each species and consultation to date, and describe the proposed action (i.e., project activities that would impact the species), status of the species, environmental baseline and cumulative effects, effects of the action, and other relevant information. It will include detailed take analyses for the covered species, quantification/mapping of covered species habitat within the project site, and quantification/mapping of proposed impacts to such habitat. It will be used by the USFWS to

prepare a Biological Opinion (their own incidental take permit; see Section 2081 Incidental Take Permit Application below).

AQUATIC RESOURCES DELINEATION

The Aquatic Resources Delineation (ARD) will be completed by Live Oak Associates, Inc. and reviewed by Provost & Pritchard. It will include reviewing background information, completing a field survey and delineating jurisdictional boundaries of aquatic resources, and preparing an Aquatic Resources Delineation Report. The report will include a jurisdictional delineation map of onsite waters of the United States and typical limits of CDFW's jurisdiction and all required field forms. It will be suitable for submission to regulatory agencies for permit application packages and produced using the U.S. Army Corps of Engineers' (USACE) *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*. If a USACE field verification site visit is required, it will be completed in a single day.

CLEAN WATER ACT SECTION 404 INDIVIDUAL PERMIT APPLICATION PACKAGE

This permit application package will be completed by Live Oak Associates, Inc. Provost & Pritchard will contribute to the package and review the final package prior to submittal. It will include completing the standard ENG 4345 application form and preparing or compiling the supplemental materials (ARD report, project maps and impact exhibits, representative photographs, Section 106 cultural resources report, and Biological Assessment). It will also include a mitigation and monitoring plan, that will quantify impacts to Waters of the U.S. and state, describe and quantify the compensatory mitigation that will be provided, present a work plan for the mitigation effort, identify any ongoing maintenance that will be required and performance standards and final success criteria, and present a monitoring plan and reporting schedule. In addition, the package will include an alternatives analysis report that will analyze impacts of six alternative design and/or location scenarios on aquatic ecosystems, with three of these alternatives that will proceed to the next phase of the analysis. The next phase of the analysis will evaluate the impact of the three alternatives. The alternatives must include at least one of each of the following alternative scenarios: a no-project alternative, an on-site alternative, and an off-site alternative.

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION APPLICATION PACKAGE

This permit application package will be completed by Live Oak Associates, Inc. and reviewed by Provost & Pritchard. It will include completing the Section 401 Water Quality Certification application form, drafting a restoration plan, and including supplemental information (ARD report, project maps and impact exhibits, mitigation and monitoring plan, and alternatives analysis report that will be prepared for the 404 permit application package), proof of CEQA compliance, and the application/project fee. A pre-filing virtual meeting will be completed with Regional Water Quality Control Board staff to satisfy the requirements of the application process.

SECTION 1602 LAKE OR STREAMBED ALTERATION NOTIFICATION

This Section 1602 Lake or Streambed Alteration (LSA) Notification will be prepared by Live Oak Associates, Inc. or Provost & Pritchard. It will include researching CDFW's jurisdiction in the project area, communicating with agency personnel, and preparing the notification. It will include completing LSA Notification forms uploaded by P&P to the CDFW Environmental Permit Information Management System (EPIMS) online portal, and include supporting maps and figures, the ARD report, proof of CEQA

compliance, and the notification fee. Should any additional information be required, it will be provided to CDFW.

SECTION 2081 INCIDENTAL TAKE PERMIT APPLICATION

This project will likely impact California tiger salamander (CTS), a California and federal listed species, and it is strongly recommended the project secures a California Section 2081 Incidental Take Permit (ITP) to cover any potential take of this species. This permit application will be completed by Live Oak Associates, Inc. or Provost & Pritchard. It will include information prepared for the Section 7 Biological Analysis, a detailed project description, an in-depth analysis of potential project-related take of CTS, a number of supporting figures, and a set of proposed measures to minimize impacts to CTS and fully compensate for any take that occurs. It will also include proposed mitigation. Time has been included to respond to two rounds of comments from CDFW.

STORM WATER POLLUTION PREVENTION PLAN AND DUST CONTROL PLANS

The following items would be part of this task:

- Prepare a Risk Level 2 Stormwater Pollution Prevention Plan (SWPPP) for Reach 1.
- Prepare San Joaquin Valley Air Pollution Board for Indirect Source Review (ISR) and Dust Control Plan (DCP) for Reach 1.

DELIVERABLES

The following deliverables are anticipated in support of this task; however, changes to deliverables can be made as mutually agreed upon by OID and DE. All deliverables will be provided in digital (pdf) format.

- Section 7 Biological Assessment Report
- Aquatic Resources Delineation Report
- Mitigation and Monitoring Plan and Alternative Analysis Report in support of the 404 and 401 applications.
- Draft Restoration Plan in support of the 401 application.
- Electronic copies of the completed LSA Notification, 404, 401 and ITP applications
- Indirect Source Review
- Dust Control Plan
- Storm Water Pollution Prevention Plan

ENVIRONMENTAL AND PERMITTING ASSUMPTIONS & EXCLUSIONS

- The District will provide the DE Team with one set of consolidated comments for inclusion.
- Meetings are assumed to be held by telephone or video conferencing.
- The DE Team will prepare and distribute all notices required for the publication and circulation of the Public Review Draft IS/MND, NOI, NOC and NOD pursuant to CEQA.
- Only the CEQA process is proposed as part of this Proposal. If it is determined that compliance with the National Environmental Protection Act (NEPA) is needed a contract amendment can be provided.
- No pre-construction surveys are included in this Proposal.
- No more than 12 aquatic resources in addition to the Paulsell Lateral will need to be addressed in the Aquatic Resources Delineation and permit applications. If additional aquatic resources must be included, a scope amendment will be prepared.

- Should OID decide to mitigate for impacts to Waters of the U.S., if required, by creating on-site and/or off-site in-kind compensatory restoration or improvements, a scope amendment will be prepared that would include designing and coordinating the mitigation effort and obtaining approval from the appropriate agencies.
- Should OID decide to mitigate for impacts to Waters of the U.S., if required, by paying in-lieu fees or purchasing mitigation bank credits, OID will be responsible for these fees and Provost & Pritchard will coordinate with the appropriate organizations to secure the required amount of credits to offset permanent impacts as a result of project activities.
- OID will pay the LSA Notification fee, which is based on project cost.
- No tree survey or revegetation plan will be needed to support the LSA Notification because we assume no riparian trees will require removal. Should this change, a scope amendment will be prepared.
- The LSA Notification will only need to address project construction and includes submittal of a Standard 5-year LSA Notification. The District will be responsible for creating an online account for CDFW and providing the necessary request to associate the DE Team with the District's account to allow the DE Team to upload and submit the final LSA Notification through the EPIMS online portal.
- This Proposal does not include the preparation of a long-term routine maintenance LSA Agreement, an LSA for additional water diversions that project construction will enable, or any other long-term permits maintenance permits.
- The ITP application will only need to address CTS; there is no appreciable potential for project-related take of other California listed species.
- All required ITP mitigation will be covered by OID.
- Construction will occur during the off-season, when water is not running in the Paulsell Lateral.
- A Water Diversion Plan will not be needed, and is not included in the Permitting Scope.
- This Proposal does not include focused surveys, handling of special status species, or documentation beyond what has been described in this Scope of Work. If additional Project information, surveys, mitigation, notices, permits, environmental reports, filing fees or other additional information is requested by a regulating agency, it would be accomplished by a separate proposal and fee submitted in advance for review and approval.
- The DE Team has no influence on the timeliness of review or issuance of permits by outside agencies, such as CDFW, USACE and RWQCB, and cannot be held responsible if permits are delayed due to lengthy review periods.
- All permit filing and application fees are not included, except as stated above.
- The District is responsible for notifying applicable regulatory agencies prior to commencing work via the appropriate processes.
- The District will provide access to the site.
- One site visit will be sufficient to conduct all required fieldwork for the activities described in this Scope of Work. If additional site visits are required, a revised scope and fee may be necessary.
- If the Project stalls for more than 90 days, a revised scope and fee may be necessary.
- SWPPP inspections are not included in the Task 2 scope of work.

TASK 3 - BOUNDARY & TOPOGRAPHIC SURVEY

The following scope of professional services for Task 3 is offered for performing surveying services of Reach 1 of the Project.

BOUNDARY AND CONTROL SURVEY

RESEARCH AND BASE MAPPING

- The DE Team shall perform research and base mapping of section lines, property lines, and right-of-way lines for use in field boundary survey.
- The Project shall be mapped in locations where previously established by recorded map or deed specifying bearings and distances along canal alignment.
- In locations where the Project is generally described by early 1900's deed, the canal right-of-way shall be defined based upon specified width, centered on physical canal alignment.
- Other specific areas to be mapped shall include the OID South Main Canal, Hetch Hetchy Aqueduct, Hetch Hetchy transmission line, Fogarty Road and Warnerville Road rights-of-way.
- No other easements shall be mapped unless specifically requested by OID. OID shall be responsible for providing a title report for each parcel if private property easement mapping is requested.

FIELD BOUNDARY & CONTROL SURVEY

- The DE Team will perform a thorough field boundary survey to locate monuments controlling items specified in above.
- Boundary information shall be tied to the California Coordinate System, Zone 3.

DRAFTING

- Boundary information specified above shall be plotted in Civil3d at a scale specified by OID.

DELIVERABLES

- The DE Team shall provide a Civil3d cad file named X-BNDY illustrating boundary and right-of-way information, tied to the California Coordinate System (grid), as specified under Task 1. A scale factor for conversion to ground distances shall be provided for reference purposes only.

BOUNDARY AND CONTROL SURVEY ASSUMPTIONS & EXCLUSIONS

The following items shall be specifically excluded as part of the Boundary and Control Survey work:

- Record of survey or setting or property corner, easement or right-of-way monuments.
- Preparation of easement legals and plats.

TOPOGRAPHIC SURVEY

LIDAR CANAL CHANNEL SURVEY

The DE Team shall set adequate ground control points needed for aerial lidar processing, tied to California State Plane, Zone 3 (NAD83-2011) and NAVD88(Geoid18). The DE Team shall subcontract aerial lidar services from SkyScopes to collect ground data. Deliverables from SkyScopes are as specified below:

- Calibrated, classified lidar point cloud encompassing 100ft on each side of the canal.
- Tiled, geographically-rectified, ortho-imagery map (Orthomosaic).
- Digital Elevation Model (DEM) derived from ground-classified lidar points.
- 3D breaklines, derived from the lidar ground-class returns in areas where abrupt changes to the terrain curvature (grade breaks) are identified.
- Contour lines derived from the DEM surface (1' minor/5' major).
- Civil3D compatible CAD surface, incorporating the lidar MKP's, 3D planimetric terrain features, and 3D breaklines.

STRUCTURE SURVEY

- The DE Team shall provide a detailed topographic survey of existing irrigation structures along the canal channel including tunnel openings, turnouts, crossings and check structures for incorporation into the master topographic survey drawings.
- The DE Team shall provide detailed representative cross-sections for each tunnel (3 cross-sections per tunnel assumed).
- The DE Team shall provide longitudinal profiles through each tunnel depicting the existing flow line and crown.

DRAFTING

- The DE Team shall compile and merge lidar and conventional topographic survey data into a single topographic survey Civil3d cad file, including contours, breaklines, structures, roadways and other pertinent features.
- A surface shall be generated for use in engineering design.

DELIVERABLES

The following deliverables are anticipated in support of this task; however, changes to deliverables can be made as mutually agreed upon by OID and DE. All deliverables will be provided in digital (pdf) format.

- The DE Team shall provide a Civil3d cad file named X-TOPO illustrating topographic survey data, referenced to the California State Plane, Zone 3 (NAD83-2011) and NAVD88(Geoid18), as specified above.
- A scale factor for conversion to ground shall be provided for reference purposes only.

TOPOGRAPHIC SURVEY ASSUMPTIONS & EXCLUSIONS

The following items shall be specifically excluded as part of the Topographic Survey work:

- Topographic survey data inside existing tunnels.
- 3d point cloud data for structures as a result of scanning.

TASK 4 - GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS

The DE Team shall provide a Geotechnical Engineering Investigation and Report for the Project. The following tasks will be included as part of this task.

FIELD INVESTIGATION

The DE Team will perform a site reconnaissance and field exploration which will include drilling one boring per every ¼-mile of alignment including roadway crossings, and borings at new or replacement structures. Borings along the canal alignment will be drilled to 10 feet below ground surface (bgs), or refusal. Borings in the vicinity of planned structures will be drilled to 20 feet bgs, or refusal. It is anticipated borings will be performed in the shoulder of existing roadways, and therefore traffic control will not be required. Test borings will be drilled using a truck mounted drill rig equipped with 8-inch diameter hollow stem auger equipment. It is anticipated permits will not be required.

LABORATORY TESTING

The DE Team will provide laboratory testing program incorporating physical and chemical tests for use in the Geotechnical analysis for design. Lab testing may include in-place dry density and moisture content,

gradation including double hydrometers for dispersivity potential, shear strength, collapse potential or expansion index, maximum density and optimum moisture relationship, and corrosion potential. Additional testing may be included.

GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT PREPARATION

Based on the results of the field exploration and laboratory-testing program, engineering analyses will be performed to evaluate site conditions and develop recommendations for site preparation procedures and design of foundations for the proposed improvements.

A preliminary and final geotechnical investigation report will be provided and incorporate the following items:

- Site Vicinity Map and Boring Location Plan
- Subsurface conditions, soil boring logs, and depth to groundwater
- Seismic Design Parameters based on the 2022 California Building Code, utilizing exceptions as noted in Section 11.4.8 of ASCE 7-16
- Summary of laboratory tests
- Corrosion, expansion, and dispersive characteristics of on-site soils
- Recommendations for site preparation, earthwork, and building subgrade
- Suitability of on-site material for engineered fill and requirements for import fill
- Permanent slope stability for canal slopes and levees
- Recommendations for site preparation, earthwork, and backfill
- Excavation stability and temporary shoring soil parameters
- Recommended allowable bearing pressure for structure footings, including total and differential settlement
- Lateral earth pressures and friction coefficient, including dynamic increment

PLAN AND SPECIFICATIONS REVIEW

Review and provide comments on plans and specifications as they pertain to geotechnical engineering recommendations.

DELIVERABLES

The following deliverables are anticipated in support of this task; however, changes to deliverables can be made as mutually agreed upon by OID and DE. All deliverables will be provided in digital (pdf) format.

- Preliminary and Final Geotechnical Design Report

TASK 5 - CANAL EXPANSION

Work under this task includes earthwork and hydraulic design tasks for expanding the capacity of the Paulsell Lateral, Reach 1. Task 5 will also consist of preparing 100% Contract Documents for construction bidding purposes by OID.

- Perform site reconnaissance of Reaches 1, 2 and 3 with OID personnel (completed).
- Model Paulsell Lateral Reach 1 (Headgate at Cashman Dam to Station 285+00) in a HEC-RAS 2D model to perform hydraulic design for the proposed 180 cfs. The model will include approximately 5 miles of canal, 2 tunnels, 6 culverts, 2 siphons, 1 bridge and 4 check structures in Reach 1.

- HEC-RAS 2D model will be used to calculate hydraulics, iterating to find optimal canal parameters to meet hydraulic requirements and balance earthwork along the canal.
- Prepare Hydraulic Design Memo for OID approval prior to preparing 60% Plans.
- Calculate check structure gate hydraulics and compare with HEC-RAS model to ensure compatibility.
- Design canal embankments and drive roads, including: embankment slope, stability, thickness, keyway design, based on recommendations from geotechnical investigation.
- Design shotcrete liner in proposed area(s) of Reach 1.
- Calculate earthwork quantities for canal enlargement, tables included in design plans.
- Prepare canal plan and profile sheets, assuming 1,000 feet per sheet, 29 sheets.
- Prepare canal cross section sheets, assuming sections every 200 feet, 12 sections per sheet, 12 sheets total.
- Prepare site grading sheets for each structure, including check structures, culverts and siphons. Culverts and Siphons will include profile views.
- Prepare canal detail sheets, including structural design details for culverts and siphons.
- Prepare sections of the Basis of Design Report related to this phase of work.
- Technical specifications will be prepared for design tasks described in this phase of work.
- Engineer's Opinion of Probable Construction Costs will be prepared for items related to this phase of work.
- Contract Documents will consist of preparing Division 00 – Bidding Requirements, and Division 01 – General Requirements based on the documents reviewed and approved by OID counsel. We will use the previously approved OID project contract documents as a template and this will serve as a basis for these Divisions. We will work with OID to determine a tentative start date of construction. We will update Technical Specifications Division 02 and 03 documents for bidding purposes under this phase also. For-Bid Contract Documents include Specification Divisions 00, 01, 02, 03 and Drawings.

DELIVERABLES

The following deliverables are anticipated in support of this task; however, changes to deliverables can be made as mutually agreed upon by OID and DE. All deliverables will be provided in digital (pdf) format.

- Hydraulic Design Memo
- 60%, 90% and 100% Plans
- Basis of Design Report (updated at each phase)
- Engineer's Opinion of Probable Construction Costs (at each phase)
- Technical Specifications (90% and 100%)
- Contract Documents

TASK 6 - TUNNELS 1 AND 2 EXPANSION

Work under Task 6 includes design tasks for expanding the capacity of Tunnels 1 and 2 of the Paulsell Lateral, Reach 1.

- 10% design and Engineer's Opinion of Probable Construction Costs have been completed under a separate contract with OID.
- The existing tunnels and portals were observed by our team on October 27, 2022. Both tunnels/portals are not lined or otherwise structurally supported.
- Perform additional site visit(s) to collect geotechnical and site conditions data. This site visit will

occur during the off-season 2023/2024

- Evaluate engineering geologic data from prior studies in this area.
- Design of tunnel shotcrete lining.
- Design of tunnel portals stabilization with shotcrete retaining walls and soil nails.

DELIVERABLES

The following deliverables are anticipated in support of this task; however, changes to deliverables can be made as mutually agreed upon by OID and DE. All deliverables will be provided in digital (pdf) format.

- 60%, 90% and 100% design drawings
- Design report
- Technical specifications (90% and 100%)
- Updated Engineer's Opinion of Probable Construction Costs (60%, 90% and 100%)

TASK 7 - CHECK STRUCTURE AND TURNOUT DESIGN

Work under this phase includes tasks associated with design of check structures associated with expansion of Reach 1 of the Paulsell Lateral and includes the following:

- Perform site reconnaissance at each of the proposed check structure locations (Reach 1 includes 4 check structures).
- Prepare 30% design drawings to ensure all detailed design components are included for each check structure based on OID standard details as outlined in grant application and acquire OID approval prior to preparing 60% Plans.
- Prepare sections of the Basis of Design Report related to check structure design.
- Prepare technical specifications for design tasks described in this phase of work.
- Engineer's Opinion of Probable Construction Costs will be prepared for items related to this phase of work.

DELIVERABLES

- 30% Design drawings
- 60% Design drawings
- Basis of Design Report related to check structure design
- Updated Engineer's Opinion of Probable Construction Costs (60%, 90% and 100%)
- 90% Technical Specifications
- 100% Design and Specifications

TASK 8 - OPTIONAL: DESIGN OF REACH 2 AND 3 TO DRY CREEK SPILL

Work under this phase is optional and is intended to provide design services for completion of Reach 2 and Reach 3 of the Project. The DE Team will provide the same scope of work as described in Tasks 3, 4, 5, and 7 above. Performing design work for the Paulsell Lateral in its entirety (Reaches 1, 2, and 3) will ultimately result in cost savings to OID and provide the ability to perform a more comprehensive and cohesive overall design. Notice of desire to execute Task 8 must be provided from OID in the Notice to Proceed.

- Paulsell Lateral Reaches 2 and 3 will be added to the hydraulic analysis described in Task 5 above. Reach 2 will be designed for 65 cfs and Reach 3 for 50 cfs. The three reaches will be modeled together, including check structures, culverts, siphons and turnouts as required.

- HEC-RAS 2D model will be used to calculate hydraulics, iterating to find optimal canal parameters to meet hydraulic requirements and balance earthwork along the canal.
- A single Hydraulic Design Memo will be prepared for all three reaches for OID approval prior to preparing 60% design plans.
- As outlined in Task 7, 30% design drawings will be prepared for each check structure to ensure applicable design components are included.
- 60%, 90% and 100% design tasks as described in Tasks 5 and 7 will be included in this phase for Reaches 2 and 3.
- A single set of plans will be prepared for Reaches 1, 2 and 3, combined.
- A single set of technical specifications will be prepared for Reaches 1, 2 and 3, combined.
- Engineer's Opinion of Probable Construction Cost will be grouped by Reach.

DELIVERABLES

- Hydraulic Design Memo
- 60%, 90% and 100% Plans
- Technical Specifications (90% and 100%)
- Updated Engineer's Opinion of Probable Construction Costs (60%, 90% and 100%)

3.2 General Assumptions & Exclusions

The following assumptions were made in developing this proposal. To the extent that these assumptions do not hold true, the effort and therefore the cost and schedule required to perform the professional services could be affected.

- This Proposal is based on the OID In-Lieu and Direct Recharge Project – Paulsell Lateral Expansion grant proposal, prepared by DE.
- Reach 1 is defined as that portion of the OID Paulsell Lateral from the OID South Main Canal to the Fahey Creek Siphon discharge.
- Reaches 2 and 3 are located downstream of Reach 1 and extend from Fahey Creek to Dry Creek
- OID will provide SCADA/communications design for the Project.
- The DE Team will not be responsible for providing any legal advice, legal guidance and/or legal opinions.
- OID will be primarily responsible for grant agreement administration and coordination with DWR Grant Manager as required.
- Any Project changes stemming from the Engineer's Estimate of Probable Cost shall be conveyed to the DE Team in writing.
- Except as specifically listed above, any and all filing and permit application fees will be the responsibility of OID.
- Any and all mitigation (environmental or other) required will be the responsibility of OID.
- OID shall provide the DE Team with all landowner contact information as may be required.
- OID will work cooperatively with the DE Team and respond timely to the DE Teams information requests.
- OID standard details will be used.
- Provost & Pritchard CAD standards and title block will be used for the design of this Project.

- OID agrees that the DE Team can't guarantee timely action by the permitting agencies and therefore, any delay on behalf of the permitting agencies will impact the schedule set-forth in section this proposal.
- OID will facilitate DE Team access to lands as may be required during completion of the work outlined in Tasks 1 - 8.
- OID agrees that final implementation and subsequent use of the Project is contingent on successful environmental permitting and DWR approval as applicable in the grant agreement and the DE Team cannot guarantee completion of these items by a specified date.
- OID will provide legal review and/or assistance as may be required during completion of the work outlined in Tasks 1 - 8.
- OID will provide any templates or boiler plate documents necessary for completion of the bid documents and specifications.
- Bid Documents provided by the DE Team will include Scope of Work, General Specifications, Technical Specifications, Engineers Estimate, Bid Quantities Sheet, and Design Drawings. Provost & Pritchard will provide Construction Contract Documents and General Conditions Template, as discussed in Task 5.
- OID will be the lead for stakeholder outreach beyond that set-forth in this proposal.
- OID will be the lead and facilitate landowner and/or GSA agreement preparation, review, and execution as may be required.
- Project work required and/or requested by OID which is not covered in this proposal shall be paid for by OID on a time and materials basis at the applicable DE Team rate then in effect.
- OID shall immediately notify the DE Team of any proposed and/or final changes to the grant agreement that materially impact the DE Team's ability to perform the work set-forth herein.
- The DE Team reserves the right to augment the DE Team with additional team members and remove team members as may be required to facilitate successful Project completion.
- Fahey Creek Siphon design is included within this scope of work.
- Construction management and other construction services are specifically excluded from this scope of work.
- Project Monitoring Plan is specifically excluded from this scope of work.

4 Additional Services

The following professional services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

- Bidding, construction staking, construction management, etc.
- Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures, or requirements after the date of this agreement.
- Payment of all checking and inspection fees, zoning and annexation application fees, assessment fees, and all other fees, permits, title company charges, and all other similar charges not specifically covered by the terms of this agreement.
- Easement legals and plats describing easement areas to be obtained to accommodate the expanded Paulsell Lateral at locations where the existing ROW does not exist or is not sufficient.
- Preparation of Record (As-Built) Drawings.

5 Schedule

Upon receipt of a Notice to proceed from OID, the DE Team will facilitate an initial coordination meeting to establish a baseline schedule for the work contemplated herein. Work will progress to meet the milestones established. Schedule implications or deviations from the milestone dates that occur during the work will be made known to OID as soon as practicable.

6 Cost Proposal

Costs associated with performing this scope of work described in Task 1-7 will be billed to the CLIENT on a time and materials basis not to exceed \$1,090,571. The budget for Task 1-7, as well as Optional Task 8, is summarized in Table 2 below.

Hourly labor rates are subject to revision at the beginning of each calendar year, but the estimated budget will remain the same. While estimated costs are based on a detailed task-by-task buildup, actual project costs will not necessarily be tracked on a task basis, nor will individual task budgets constrain charges for work performed up to the total estimated budget.

Table 2. OID Paulsell Lateral Expansion – Cost Summary

Task Number	Task Name	Labor Cost	Sub - Contractor Cost	Direct Cost	Estimated Total Cost
1	Project Management and Engagement and Outreach Support	\$99,038	\$0	\$66	\$99,104
2	Permitting/CEQA	\$126,811	\$145,729	\$394	\$272,934
3	Boundary & Topographic Survey	\$41,440	\$26,980	\$0	\$68,420
4	Geotechnical Investigation and Recommendations	\$34,710	\$36,945	\$865	\$72,520
5	Paulsell Lateral and Fahey Siphon Design	\$378,850	\$0	\$0	\$378,850
6	Tunnels Design	\$81,451	\$0	\$138	\$81,589
7	Check Structure and Turnout Design	\$117,088	\$0	\$66	\$117,154
Subtotal Base Bid		\$879,388	\$209,654	\$1,529	\$1,090,571
8	Optional: Design of Reach 2 to Dry Creek Spill	\$385,398	\$32,670	\$866	\$418,934
Totals		\$1,264,786	\$242,324	\$2,395	\$1,509,505

BOARD AGENDA REPORT

Date: December 12, 2023
Item Number: 14
APN: N/A

SUBJECT: DISCUSSION REGARDING FUTURE DISTRICT MEMBERSHIP OF ACWA/JPIA AND HOW THAT AFFECTS TRI-DAM MEMBERSHIP OF ACWA/JPIA

RECOMMENDED ACTION: Discussion

BACKGROUND AND/OR HISTORY:

There has been recent discussion regarding withdrawal of membership in the ACWA/JPIA by Oakdale Irrigation District's (OID). The withdrawal of OID as a member will affect employee benefits that will require time to find replacement providers.

During the November Tri-Dam Board meeting, the Tri-Dam Board did not successfully vote to continue Tri-Dam's membership in ACWA/JPIA. The item will be returned to the December meeting for consideration as it also affects employee benefits.

Staff is requesting clarification from the Board on direction and can answer questions regarding the implications of withdrawal on employee benefits.

FISCAL IMPACT: none

ATTACHMENTS:

Board Motion:

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

VOTE

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

Action(s) to be taken:



COMMUNICATIONS

BOARD MEETING OF DECEMBER 12, 2023



CLOSED SESSION ITEMS

BOARD MEETING OF DECEMBER 12, 2023