

**MEETING OF THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET, OAKDALE, CA 95361
TUESDAY, JUNE 7, 2022 – 9:00 A.M.
AGENDA**

NOTICE: CORONAVIRUS (COVID-19)

A complete copy of the Agenda packet will be available on the Oakdale Irrigation District website (www.oakdaleirrigation.com) on Thursday, June 2, 2022 by 5:00 p.m. All writings that are public records and relate to an agenda item which are distributed to a majority of the Board of Directors less than 24-hours prior to the meeting noticed above, will be made available on the Oakdale Irrigation District website (www.oakdaleirrigation.com).

INFORMATION FOR REGULAR MEETING DURING SHELTER IN PLACE ORDER

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20 and AB 361 a local legislative body is afforded the flexibility in how it conducts its business with regard to holding public meetings. The Oakdale Irrigation District Board of Directors (OID Directors) will adhere to and abide by the provisions of the Governor's Executive Order related to the Brown Act and the utilization of technology to facilitate public participation as outlined in AB 361.

The Oakdale Irrigation District (OID) is strongly committed to taking the necessary precautions to ensure the safety of, and promote best practices for, the public, our customers, and our employees. Please see information below regarding attendance at OID Board meetings while social distancing measures are imposed.

- **In-Person attendance of the meeting** is limited due to social distancing rules under state and local orders. The public is invited to attend in-person or participate by teleconference. To attend in-person, prior seating arrangements must be made with Nichole Fiez at (209) 840-5507 or nfiez@oakdaleirrigation.com

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 nfiez@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, public comment on an Agenda Item is limited to five (5) minutes.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS – ITEM 1

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

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

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

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

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 2 – 8

2. Approve the **Board of Directors' Minutes of the Special Meeting of May 16, 2022**
3. Approve **Oakdale Irrigation District's Statement of Obligations**
4. Approve **OID Improvement Districts' Statement of Obligations**
5. Approve the **Treasurer's Report and Financial Statements for the Four Months Ending April 30, 2022**
6. Approve **Rejection of Claim Submitted by Kristy Fullard**
7. Approve **Board Attendance to the 2022 CSDA Annual Conference August 22 to August 25, 2022 in Palm Desert, California**

8. Approve **Developer Agreement for Replacement of Marrs Pipeline (APN: 062-020-010 – LGI Homes-California, LLC)**

ACTION CALENDAR – ITEMS 9 – 13

9. Review and take possible action on the **Appointment of Secretary to the Board of Oakdale Irrigation District**
10. Review and take possible action to **Adopt a Resolution for Designation of Bank Account Signatories**
11. Review and take possible action to **Cancel the July 5, 2022 Board Meeting and Hold a Special Board Meeting on July 19, 2022 at 9:00 a.m.**
12. Review and take possible action to **Proceed with Solicitation of Bids for Construction of the Segment 3 Rehabilitation Project**
13. Review and take possible action to **Direct Staff to Solicit Interest in a 10-Year Out-Of-District Water Sale Program**

COMMUNICATIONS – ITEM 14

14. **Oral Reports and Comments**
- A. **Directors' Comments/Suggestions**
 - Order of Presentation – President's Choice
 - B. **Committee Reports**
 - C. **General Manager's Report on Status of OID Activities**
 - D. **Water Counsel Report**

CLOSED SESSION - ITEM 15

15. Closed Session to discuss the following:

A. Government Code §54956.8 – Conference Real Property Negotiator

Negotiating Parties:	State of California, Non-District East Lands
Property:	Water
Agency Negotiators:	General Manager and Water Counsel
Under Negotiations:	Terms

OTHER ACTION – ITEM 16

16. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, July 5, 2022 at 9:00 a.m.** via teleconference. Details can be obtained by calling (209) 847-0341.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, June 16, 2022 at 9:00 a.m.** in the board room of 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) 840-5507.

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



PUBLIC COMMENT

BOARD MEETING OF JUNE 7, 2022



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF JUNE 7, 2022

BOARD AGENDA REPORT

Date: June 7, 2022
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE SPECIAL MEETING OF MAY 16, 2022

RECOMMENDED ACTION: Approve the Board of Directors' Minutes of the Special Meeting of May 16, 2022

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Special Meeting of May 16, 2022

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
May 16, 2022

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

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

Staff Present: Steve Knell, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer
Eric Thorburn, Water Operations Manager/District Engineer

Also Present: Fred Silva, General Counsel
Tim O’Laughlin, Water Counsel

ADDITION OR DELETION OF AGENDA ITEMS

General Manager, Steve Knell requested to add an item to Closed Session, Government Code §54956.9(b) Exposure to Litigation. The addition is necessary to address a legal concern that arose after the printing of the Agenda for Agenda Item 13.

A motion was made by Director DeBoer, and seconded by Director Doornenbal to add Government Code §54956.9(b) exposure to litigation to closed session, and to take Action Item No. 13 out of sequence to be voted on following closed session:

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

The motion passed by a 5-0 vote.

FIRST ITEM OF BUSINESS **ITEM NO. 1**

ITEM NO. 1

REVIEW AND TAKE POSSIBLE ACTION FOR ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE OAKDALE IRRIGATION DISTRICT (OID) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 4, 2020, AND EXECUTIVE ORDER N-08-21 ON JUNE 11, 2021, WHICH AUTHORIZES REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF OAKDALE IRRIGATION DISTRICT FOR THE PERIOD MAY 16, 2022 THROUGH JUNE 15, 2022 PURSUANT TO BROWN ACT PROVISIONS

A motion was made by Director DeBoer, and seconded by Director Doornenbal, to adopt resolution of the Board of Directors of the Oakdale Irrigation District (OID) proclaiming a local emergency, ratifying the proclamation of a state of emergency by executive order N-29-20 issued on March 4, 2020, and executive order N-08-21 on June 11, 2021, which authorizes remote teleconference meetings of the legislative bodies of Oakdale Irrigation District for the period May 16, 2022 through June 15, 2022 pursuant to Brown Act Provisions, and was voted by the following roll call vote:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	No
Director DeBoer	No

The motion passed by a 3-2 vote.

At the hour of 9:06 a.m. the Board welcomed public comment.

PUBLIC COMMENT
ITEM NO. 2

There was no public comment.

There being no further Public Comment; Public Comment closed at 9:07 a.m. and the Board Meeting continued.

Director Linda Santos requested that Consent Item No. 8 – 12 be pulled from the Agenda.

CONSENT ITEMS
ITEM NOS. 3 - 7

ITEM NO. 3

**APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE MEETING OF APRIL 5, 2022, AND
RESOLUTION NOS. 2022-07, 2022-08 AND 2022-09**

A motion was made by Director Santos, and seconded by Director Doornenbal and was unanimously supported, to approve the Board of Directors' Minutes of the Meeting of April 5, 2022, and Resolution Nos. 2022-07, 2022-08 and 2022-09.

ITEM NO. 4

**APPROVE OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS**

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

ITEM NO. 5

**APPROVE OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS' STATEMENT OF OBLIGATIONS**

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

ITEM NO. 6

APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDING MARCH 31, 2022

A motion was made by Director Santos, and seconded by Director Doornenbal and was unanimously supported, to approve the Treasurer's report and financial statements for the three months ending March 31, 2022.

ITEM NO. 7

APPROVE REJECTION OF CLAIM SUBMITTED BY JONATHAN NEIL & ASSOC

A motion was made by Director Santos, and seconded by Director Doornenbal and was unanimously supported, to approve rejection of claim submitted by Jonathan Neil & Assoc. and forward to ACWA JPIA for further action.

PULLED CONSENT ITEMS

ITEM NOS. 8 – 12

Director Santos made a motion to postpone Consent Items No. 8 – 12 until the incoming General Manager can have consideration of the items. The motion failed with no second.

ITEM NO. 8

APPROVE AMENDMENT NO 9 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-016 WITH PARIS KINCAID & WASIEWSKI, LLP (FORMERLY NAMED O'LAUGHLIN & PARIS, LLP) FOR REVISED HOURLY RATE SCHEDULE AND AUTHORIZE GENERAL MANAGER TO EXECUTE

A motion was made by Director DeBoer, and seconded by Director Tobias, to authorize the General Manager to execute professional services agreement 2009-PSA-016 with Paris Kincaid & Wasiewski (formerly named O'Laughlin & Paris, LLP) for revised hourly rate and authorize General Manager to execute:

Director Tobias	Yes
Director Doornenbal	Yes
Director Orvis	Yes
Director Santos	No
Director DeBoer	Yes

The motion passed by a 4-1 vote.

ITEM NO. 9

APPROVE THE QUITCLAIM OF A PORTION OF A KEARNEY LATERAL EASEMENT (APNS: 015-014-034/036/039 – GARRETT, MASCARENHAS, BARIOS)

A motion was made by Director Santos, and seconded by Director Doornenbal and was unanimously supported, to approve the quitclaim of a portion of a Kearney Lateral easement (APNS: 015-014-034/036/039-Garrett, Mascarenhas, Barios).

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

Director DeBoer

Yes

The motion passed by a 5-0 vote.

ITEM NO. 10

APPROVE THE QUITCLAIM OF THE RIGHT-OF-WAY RESERVED WITHIN MISCELLANEOUS RECORD RECORDED IN VOLUME 14 OF OFFICIAL RECORDS, AT PAGE 44, IN THE OFFICE OF STANISLAUS COUNTY (APNS: 075-005-013/025 – GONZALEZ)

A motion was made by Director Santos, and seconded by Director Doornenbal and was unanimously supported, to approve the quitclaim of the right-of-way reserved within miscellaneous record recorded in volume 14 of official records, at page 44, in the office of Stanislaus County (APN's: 075-005-013/025-Gonzalez).

Director Tobias

Yes

Director Doornenbal

Yes

Director Orvis

Yes

Director Santos

Yes

Director DeBoer

Yes

The motion passed by a 5-0 vote.

ITEM NO. 11

APPROVE THE QUITCLAIM OF A PORTION OF THE RANEY PIPELINE SECONDARY EASEMENT AND THE STOVALL PIPELINE EASEMENT (APNS: 062-022-017/020/027, 062-037-011/012/013/014/015/016/017/018/019/020/021/022/023 OZBIRN FAMILY 1993 TRUST, MCROY-WILBUR COMMUNITIES, LLC, AND EMMANUEL RIOS ROMERO)

A motion was made by Director Santos, and seconded by Director Doornenbal and was unanimously supported, to approve the quitclaim of a portion of the Raney Pipeline secondary easement and the Stovall Pipeline easement.

Director Tobias

Yes

Director Doornenbal

Yes

Director Orvis

Yes

Director Santos

Yes

Director DeBoer

Yes

The motion passed by a 5-0 vote.

ITEM NO. 12

APPROVE THE ABANDONMENT OF A PORTION OF THE RANEY AND STOVALL PIPELINES AND FORMALLY ADOPT THE NEW ALIGNMENT OF OID'S RANEY PIPELINE AS A DISTRICT FACILITY (APNS: 062-022-017/020/027, 062-037-011/012/013/014/015/016/017/018/019/020/021/022/023 OZBIRN FAMILY 1993 TRUST, MCROY-WILBUR COMMUNITIES, INC., AND EMMANUEL RIOS ROMERO)

A motion was made by Director Santos, and seconded by Director Doornenbal and was unanimously supported, to approve the abandonment of a portion of the Raney and Stovall Pipelines and formally adopt the new alignment of OID's Raney Pipeline as a District facility.

Director Tobias

Yes

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

The motion passed by a 5-0 vote.

ACTION CALENDAR
ITEM NOS. 14 - 16

ITEM NO 14

**REVIEW AND TAKE POSSIBLE ACTION TO DIRECT STAFF TO MEET WITH AND DISCUSS
THE LEVEL OF INFORMATION SOUGHT IN LETTER OF REQUEST DATED MARCH 15, 2022
FROM NON-DISTRICT EAST LANDOWNERS IN THE MODESTO SUBBASIN**

A motion was made by Director Santos, and seconded by Director Tobias, to direct staff to meet with Non-District East landowners in the Modesto Subbasin regarding water use interest:

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

The motion passed by a 5-0 vote.

ITEM NO 15

**REVIEW AND TAKE POSSIBLE ACTION TO APPOINT SHARON CISNEROS AS INTERIM
GENERAL MANAGER AND INTERIM BOARD SECRETARY**

A motion was made by Director Santos, and seconded by Director Doornenbal, to appoint Sharon Cisneros as Interim General Manager from May 19, 2022 to May 31, 2022 and Interim Board Secretary from May 19, 2022 to June 6, 2022:

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

The motion passed by a 5-0 vote.

ITEM NO. 16

**REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION COMMENDING
STEVEN R. KNELL IN APPRECIATION OF TWENTY YEARS OF SERVICE AS GENERAL
MANAGER FOR THE OAKDALE IRRIGATION DISTRICT**

A motion was made by Director Doornenbal, and seconded by Director DeBoer, to adopt a resolution commending Steven R. Knell in appreciation of twenty years of service as General Manager for the Oakdale Irrigation District:

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

The motion passed by a 4-0-1 vote.

COMMUNICATIONS

ITEM NO.17

A. SUMMARY OF DIRECTORS COMMENTS

Director Santos

Director Santos indicated that OID has many challenges to face, and that the staff is outstanding and does what is best for the members of OID and their neighbors, therefore believes OID is ready for the challenges. She ended by wishing Steve Knell, General Manager well in his retirement.

Director Tobias

Director Tobias thanked Mr. Knell for a wonderful job at OID and positioning the District extremely well. He ended by stating he was very honored to be here and thanked Steve Knell.

Director Doornenbal

Director Doornenbal congratulated Mr. Knell on his retirement. He expanded by stating Mr. Knell was the most progressive General Manager that OID has ever seen; and the proof is in the direction he has led the District. Adding that Mr. Knell found ways to fund the District without raising taxes, and now the District and the infrastructures are in better shape than ever. He closed by stating OID is very fortunate to have had Mr. Knell as a General Manager and thanked him, and stated it has been an honor to be on the Board as one of his Directors.

Director DeBoer

Director DeBoer stated it is a bittersweet time for the District. He agreed with other Director comments and stated that Mr. Knell is a major mover of the district. He expanded by stating, Mr. Knell is a humble man and always credits past and present Boards for the success of the District. Director DeBoer stated that Mr. Knell has kept the District pointed in the correct direction, and his legacy is so evident as the District is financially sound, progressive, and has great employees. Director DeBoer ended by acknowledging his respect and appreciation for Mr. Knell's years of service.

Director Orvis

Director Orvis thanked all employees of the District. He stated that Mr. Knell has left the District in better shape than he has found it. He accredited the financial stability and the great staff to the excellent leadership of Mr. Knell. Director Orvis pointed out that Mr. Knell steered the District with the Water Resources Plan that he implemented. He came up with an idea, and executed the plan, and now the District is where it is today.

B. COMMITTEE REPORTS

There were no committee reports.

C. GENERAL MANAGERS REPORT

General Manager, Steve Knell, discussed the information that was provided in the Board Packet. Mr. Knell stated that he has had the privilege of working with great people and a great organization, and thanked everyone. He stated, while he may be able to lead people, it is the staff that gets things done and keeps this District running.

D. WATER COUNSEL REPORT

There was no Water Counsel report.

At 10:02 a.m., President Orvis read the items to be discussed in Closed Session and opened for Public Comment on these items.

There was no public comment.

At the hour of 10:02 a.m. Public Comment closed, the Board took a recess and reconvened to Closed Session at 10:18.

CLOSED SESSION **ITEM NO. 18**

A. Government Code §54956.8 – Conference Real Property Negotiator

Negotiating Parties: South San Joaquin Irrigation District, Tuolumne River
Agencies, Non-District East Lands
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Terms

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

SJTA, et al. v. State Water Resources Control Board
Judicial Council Coordination Proceeding 5013

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

Maria Ruiz Perez, et al., v. Oakdale Irrigation District, et al.
Case No. CV-19-004901

ADDED CLOSED SESSION ITEM

D. Government Code §54956.9(b) – Exposure to Litigation

At the hour of 12:05 p.m. the Board reconvened to Open Session.

PULLED ACTION ITEM

ITEM NO. 13

REVIEW AND TAKE POSSIBLE ACTION TO AWARD BID TO ROLAND CONSTRUCTION, INC. AS THE LOWEST QUALIFIED BIDDER FOR METAL BUILDING BID PACKAGE 2.1, AMEND THE 2022 CAPITAL BUDGET, AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ASSOCIATED CHANGE ORDERS

A motion was made by Director Santos, and seconded by Director DeBoer, to award the Metal Building Bid Package 2.1/Greger Facility to Roland Construction, Inc. for their Bid 1, amend and increase the 2022 capital budget by \$1.5M, and authorize the General Manager to execute associated change orders:

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

The motion passed by a 5-0 vote.

President Orvis stated the following reportable actions coming out of Closed Session:

ITEM NO 18A
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT RESOLUTION TO LEAVE THE SAN
JOAQUIN TRIBUTARIES AUTHORITY AND SEND PROPER NOTICE TO THE SJTA
IMMEDIATLY

A motion was made by Director Doornenbal, and seconded by Director Santos, to adopt resolution to leave the San Joaquin Tributaries Authority and send proper notice to the SJTA immediately:

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

The motion passed by a 5-0 vote.

ITEM NO 18B
REVIEW AND TAKE POSSIBLE ACTION FOR CESSATION OF REPRESENTATION BY PKW
LLP FOR MATTERS RELATING TO SGMA

A motion was made by Director Tobias, and seconded by Director DeBoer, for cessation of representation by PKW LLP for matters relating to SGMA:

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

The motion passed by a 5-0 vote.

OTHER ACTION
ITEM NO. 19

At the hour of 12:10 p.m. the meeting was adjourned. The next Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, June 7, 2022 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 Projects and Tri-Dam Authority and other joint business matters is scheduled for **Thursday, May 19, 2022 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F. Street, Oakdale, CA.

Attest:

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary

DRAFT

BOARD AGENDA REPORT

Date: June 7, 2022
Item Number: 3
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>
Special District Risk Management Authority	Workers' Compensation 2022-2023	\$ 235,875.61
IRS	Payroll Taxes	209,744.56
CalPERS	Retirement Contribution	74,876.35
Kaiser	Healthcare Insurance – June	59,574.15
EPLUS Technology, Inc.	Rubrik Immutable Backup Solution	58,915.59
EDD	Payroll Taxes	52,573.42
Sutter Health Plus	Healthcare Insurance – June	47,669.93
Central Irrigation Inc.	City Of Oakdale Parks Irrigation Supplies	45,312.07
VOYA Retirement	Retirement Contribution	45,303.18
Hunt & Son's, Inc.	Fuel	42,497.00
		872,341.86
	Other Obligations:	323,828.87
	Total Obligations:	\$ 1,196,170.73

FISCAL IMPACT: \$1,196,170.73

ATTACHMENTS:

- Statement of Obligations – Check Register

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

**STATEMENT
OF
OBLIGATIONS**

June 7, 2022

Accounts Payable
Check Register - June 7, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
5/3/2022	503221	Internal Revenue Service	\$ 963.01	Payroll Taxes
5/3/2022	503222	Employment Development Department	31.19	Payroll Taxes
5/5/2022	50520221	Visa	3,268.38	Laserjet M477 Kit, and Annual Teramind Cloud License 2022-2023
5/9/2022	31241	Christopher, Andy	90.00	Productivity Enhancement Certificates
5/9/2022	509221	Internal Revenue Service	1,040.47	Payroll Taxes
5/9/2022	509222	Employment Development Department	259.24	Payroll Taxes
5/12/2022	512221	California Public Employees' Retirement System	337.62	Retirement Contribution
5/13/2022	51320221	Internal Revenue Service	58,739.29	Payroll Taxes
5/13/2022	51320222	ICMA Retirement	3,990.34	Retirement Contribution
5/13/2022	51320223	Employment Development Department	11,213.53	Payroll Taxes
5/13/2022	51320224	California Public Employees' Retirement System	37,262.57	Retirement Contribution
5/13/2022	51320225	VOYA Retirement	9,141.51	Retirement Contribution
5/16/2022	31243	Aarons Heating & Air Inc.	110.00	Check Office Airflow Problems
5/16/2022	31244	Ace Hardware	236.70	Glue and Galvanized Elbows, Tees and Adapters
5/16/2022	31245	ACWA-JPIA	10,181.43	Dental and Vision Insurance - June
5/16/2022	31246	Airgas USA, LLC	197.17	Nitrogen and Cylinder Rental
5/16/2022	31247	Allied Concrete and Supply Co., Inc.	702.40	Concrete
5/16/2022	31248	Alligare LLC	2,801.82	Cartridges and Respirator Parts
5/16/2022	31249	Bissell-Vargas, Kristy	115.63	Health and Wellness Reimb and Prod Enhancement Certs.
5/16/2022	31250	Boutin Jones, Inc.	120.18	Legal Matters
5/16/2022	31251	California State Disbursement Unit	425.53	Levy
5/16/2022	31252	Carter, Nicole	100.00	FFA Project Donation 2022
5/16/2022	31253	Casey Records Management	96.00	Shredding - April
5/16/2022	31254	Central Valley Ag Grinding, Inc.	1,113.00	Green Waste - April
5/16/2022	31255	City of Oakdale Utilities	741.54	Water Usage 03/09/22 - 04/12/22
5/16/2022	31256	Coffee Break Service, Inc.	154.00	Coffee Services
5/16/2022	31257	Comcast Business	393.91	Office Phone Charges - April
5/16/2022	31258	Condor Earth Technologies, Inc.	8,457.55	WR# 029 - OID Tunnel 8 CM & QA Services
5/16/2022	31259	Conlin Supply Co., Inc.	8,152.07	Cattle Gates, Pipe and T-Posts
5/16/2022	31260	CoreLogic Solutions, LLC	291.75	Real Quest - April
5/16/2022	31261	CalPELRA	1,125.00	CALPELRA 2022 Conference Registration - Kim Bukhari
5/16/2022	31262	Cutting Edge Supply	1,775.26	Bucket Teeth
5/16/2022	31263	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	10,509.50	Legal Matter
5/16/2022	31264	Da Silva, Joe	174.95	Health and Wellness Reimbursement Jan-May 2022
5/16/2022	31265	Denair Lumber Company, Inc.	1,529.59	Lumber
5/16/2022	31266	Diebner, David	100.00	FFA Project Donation 2022
5/16/2022	31267	Digi-Key Corporation	270.24	Connector Plugs and Padlock Adapters
5/16/2022	31268	Doma Title of California, Inc.	49.00	Refund: 10746 McLeod Ave Oakdale
5/16/2022	31269	Don's Mobile Glass, Inc.	1,268.00	Windshield Replacement
5/16/2022	31270	EPLUS Technology, Inc.	58,915.59	Rubrik Immutable Backup Solution
5/16/2022	31271	Fastenal Company	1,999.90	Flap Disks, Brushes, 3gal Igloo's and Batteries
5/16/2022	31272	Ferguson Waterworks #1423	1,899.15	Air Valve
5/16/2022	31273	Fiez, Nichole	7.54	Frame
5/16/2022	31274	First Choice Industrial Supply Inc.	369.34	Gloves
5/16/2022	31275	Frasco Profiles	517.35	Background Checks
5/16/2022	31276	Fresno Valves & Castings, Inc.	3,151.90	Slide and Line Gate

Accounts Payable
Check Register - June 7, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
5/16/2022	31277	George Reed, Inc.	1,479.49	Crushed 3/4" and 18" Minus
5/16/2022	31278	Gilton Solid Waste Management, Inc.	529.39	Refuse Charges - April
5/16/2022	31279	Giuliani & Kull, Inc.	405.00	WR# 092 - Engineering & Surveying Services - Greger Facility
5/16/2022	31280	Grainger	51.05	Pressure Switch
5/16/2022	31281	Grubbs, Hunter	100.00	FFA Project Donation
5/16/2022	31282	Haidlen Ford	1,643.15	Elements, Filters and Rear View Kit
5/16/2022	31283	Hauskens-Simons, Josh	51.15	Hazmat Test Reimbursement
5/16/2022	31284	Holt of California, Inc.	762.89	Filters and Elements
5/16/2022	31285	Hunt & Sons, Inc.	21,172.59	Fuel
5/16/2022	31286	Interstate Truck Center	62.14	Filters
5/16/2022	31287	Jorgensen Company	1,617.91	O2 Sensor and Battery
5/16/2022	31288	Juncker, Cody	75.00	Steel Toe Boot Reimbursement
5/16/2022	31289	Kaiser Foundation Health Plan, Inc.	59,574.15	Healthcare Insurance - June
5/16/2022	31290	Mahaney Store	104.05	Pruning Pole Couplers
5/16/2022	31291	M D Hydraulics, Inc.	4,870.00	Bucket Cylinder Repair
5/16/2022	31292	Mission Uniform Service	1,137.09	Uniform Services
5/16/2022	31293	Modesto Steel Company, Inc.	1,784.14	Flat Bars
5/16/2022	31294	Morrill Industries, Inc.	11,208.27	Coupler Starters and Adapters
5/16/2022	31295	Northern Steel, Inc.	12,820.00	WR# 062 and WR# 055 - Supply Rebar and Tie in Place
5/16/2022	31296	Oakdale Automotive Repair & Tire	243.00	Flat Repair and Disposal
5/16/2022	31297	Oakdale Auto Parts	79.84	Hoses
5/16/2022	31298	OID Improvement Districts	4,048.61	April 2022 Reimbursement
5/16/2022	31299	Ontel Security Services, Inc.	275.00	Security Monitoring - April
5/16/2022	31300	Pakmail	105.29	Shipping
5/16/2022	31301	P & L Concrete Products, Inc.	364.82	Concrete
5/16/2022	31302	Portola Systems, Inc.	2,138.00	Windows Server 2022 Standard Licenses
5/16/2022	31303	Powers Electric Products Co.	282.09	Cable
5/16/2022	31304	Redwood Health Services	3,780.16	125 Cafeteria Plan and Cobra Fees - June
5/16/2022	31305	Rubicon, Inc.	889.47	Solardrive Board
5/16/2022	31306	Samba Holdings, Inc.	193.56	Fleet Watch - April
5/16/2022	31307	Savemart Supermarkets	47.95	Don Pritchard Retirement Snacks
5/16/2022	31308	Springbrook Holding Company, LLC	129.00	Civic Pay - April
5/16/2022	31309	Steves Chevrolet - Buick	57.59	Switch
5/16/2022	31310	Steve Harkrader Trucking	17,537.50	Hauling Dirt Services
5/16/2022	31311	Streamline	400.00	Member Web Services - April
5/16/2022	31312	Sutter Health Plus	47,669.93	Healthcare Insurance - June
5/16/2022	31313	Target Specialty Products	247.52	Suspend Polyzone - 16oz Bottles
5/16/2022	31314	Tennis, Jackie	100.00	FFA Project Donation 2022
5/16/2022	31315	Tim O'Laughlin A Professional Law Corporation	9,675.00	Legal Matters
5/16/2022	31316	TP Express	2,550.00	Regular Portable and Towable Restrooms - May
5/16/2022	31317	Tri-West Tractor Incorporated	1,329.07	Cover Assy
5/16/2022	31318	Rose, Estate of Robert	91.44	Refund Check 005171-000, 11416 Clementina Court
5/16/2022	31319	IRAR Trust FBO Craig Harvey IRA	121.46	Refund Check 005403-000, 9609 La Posada Drive
5/16/2022	31320	United Rentals Northwest, Inc.	2,633.77	Generator Rental, Ring Blades and Nozzle Housing
5/16/2022	31321	Verizon Wireless	2,403.61	Cell Phone, Ipad and Cimis Station Charges - April
5/16/2022	31322	Verizon	1,512.90	Vehicle Tracking Services - April
5/16/2022	31323	Wille Electric Supply Co., Inc.	758.17	Conduits and Wall Pack Light Assy

Accounts Payable
Check Register - June 7, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
5/19/2022	31324	Knell, Steve	255.00	Productivity Enhancement Certificate Payout
5/19/2022	519221	Internal Revenue Service	80,598.82	Payroll Taxes
5/19/2022	519222	VOYA Retirement	27,000.00	Retirement Contribution
5/19/2022	519223	Employment Development Department	26,779.85	Payroll Taxes
5/23/2022	523221	California Public Employees' Retirement System	1,729.51	Retirement Contribution
5/26/2022	526221	Internal Revenue Service	12,563.79	Payroll Taxes
5/26/2022	526222	Employment Development Department	3,813.83	Payroll Taxes
5/27/2022	527221	Internal Revenue Service	55,839.18	Payroll Taxes
5/27/2022	527222	ICMA Retirement	3,990.34	Retirement Contribution
5/27/2022	527223	VOYA Retirement	9,161.67	Retirement Contribution
5/27/2022	527224	Employment Development Department	10,475.78	Payroll Taxes
5/27/2022	527225	California Public Employees' Retirement System	35,546.65	Retirement Contribution
5/31/2022	31325	Ramirez Manuel & Maria V.	10.00	Grant Of Easement APN: 006-004-044
5/31/2022	31326	Ace Hardware	181.19	Switch, Outlet Boxes and Drill Bits
5/31/2022	31327	Airgas USA, LLC	184.26	Shut Off Valve and Acetylene
5/31/2022	31328	Alligare LLC	217.67	Adapters
5/31/2022	31329	Amazon	2,049.18	Server Memory, Silicone Sealants, Chock Stands and Trash Cans
5/31/2022	31330	Blake, Terry	326.32	AR Refund
5/31/2022	31331	Backflow Apparatus & Valve Co.	2,773.77	Backflow Parts
5/31/2022	31332	Bob Murray & Associates	446.79	GM Recruitment Services
5/31/2022	31333	California State Disbursement Unit	425.53	Levy
5/31/2022	31334	Central Irrigation Inc.	45,312.07	Oakdale City Irrigation Parks Supplies
5/31/2022	31335	Central Irrigation Modesto, LLC	671.90	Air Vent and Bushing Reducer
5/31/2022	31336	City of Oakdale Utilities	3,835.74	Water Usage 04/06/22 - 05/04/22
5/31/2022	31337	Condor Earth Technologies, Inc.	692.20	WR# 029 - OID Ongoing CalARP Support Services
5/31/2022	31338	Digi-Key Corporation	1,847.80	Connector Pin and Steel Enclosures
5/31/2022	31339	Don's Mobile Glass, Inc.	309.00	Windshield Replacement
5/31/2022	31340	Ellis Self Storage, Inc.	96.00	Storage - June
5/31/2022	31341	Far West Laboratories, Inc.	790.00	Bac-T Tests, Nitrates and VOC Water Samples
5/31/2022	31342	Fedak & Brown LLP	6,754.00	2021 Financial Statement Audit
5/31/2022	31343	Ferguson Waterworks #1423	2,217.48	ARV
5/31/2022	31344	Franchise Tax Board	649.08	Levy
5/31/2022	31345	George Reed, Inc.	256.73	18" Minus
5/31/2022	31346	Gilton Resource Recovery Transfer Facility, Inc.	447.02	Solid Waste - April
5/31/2022	31347	Green Rubber-Kennedy Ag	943.03	PVC
5/31/2022	31348	Hunt & Sons, Inc.	21,324.41	Fuel
5/31/2022	31349	Interstate Truck Center	565.74	Belt, Filters and DEF Sensor
5/31/2022	31350	International Mailing Equipment, Inc.	48.77	Replaced Brush/Sponge Kit
5/31/2022	31351	Krohne Inc.	2,556.83	Converter Assy.
5/31/2022	31352	Mission Uniform Service	1,058.50	Uniform Services
5/31/2022	31353	Modesto Irrigation District	458.14	Electricity - May
5/31/2022	31354	Morrill Industries, Inc.	4,084.88	Coupler Starters and Gaskets
5/31/2022	31355	Motor Parts Distributors, Inc.	257.41	Brake and Carburetor Cleaner
5/31/2022	31356	North Coast Laboratories Ltd.	805.00	Aquatic Pesticide Water Samples
5/31/2022	31357	Oakdale Auto Parts	193.87	Switch and Battery
5/31/2022	31358	Oakdale Feed & Seed	585.23	Tube Gate
5/31/2022	31359	Oakdale Leader	30.00	Community Awareness 2022 - Salute To First Responders

Accounts Payable
Check Register - June 7, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
5/31/2022	31360	Occu-Med, Ltd.	492.00	Pre-Employment Medical Exams
5/31/2022	31361	ODP Business Solutions LLC	558.99	Office Supplies
5/31/2022	31362	Operating Engineers Union Local No. 3	3,283.00	Union Dues - PPE: 05/31/22
5/31/2022	31363	P G & E	40,490.65	Electricity - April
5/31/2022	31364	Painchaud, Eugene	8,710.75	Refund For Quistini Lateral TO Installation
5/31/2022	31365	Pakmail	176.87	Shipping
5/31/2022	31366	Paris Kincaid & Wasiewski, LLP	3,780.00	Legal Matters
5/31/2022	31367	P&D Ventures Inc.	2,314.00	Janitorial Services - June
5/31/2022	31368	P & L Concrete Products, Inc.	1,183.86	Concrete
5/31/2022	31369	Provost & Pritchard Consulting Group, Inc.	21,090.34	WR# 034 - OID South Main Canal Segment 3
5/31/2022	31370	Quadient Finance USA, Inc.	1,000.00	Postage - 05/13/22
5/31/2022	31371	Quikrete - Sacramento	980.74	Redi-Mix
5/31/2022	31372	Special District Risk Management Authority	235,875.61	2022-2023 Workers' Compensation
5/31/2022	31373	South San Joaquin Irrigation District	14,788.73	WR# 1902 - OID Canyon Tunnel Q1 2022
5/31/2022	31374	Steve Harkrader Trucking	9,976.25	Hauling Dirt Services
5/31/2022	31375	Sutter Gould Medical Foundation	133.00	Pre-Employment Medical Exam
5/31/2022	31376	Teter, LLP	13,736.46	WR# 001 - Greger Facility
5/31/2022	31377	Chicago Title Company	5.36	Refund: 9608 Lena Ct Oakdale
5/31/2022	31378	Archibald, Mike	28.80	Refund Check 004213-000, 10223 Whitetail Drive
5/31/2022	31379	Malone, Marc & Stacy	74.29	Refund Check 005210-000, 10108 Del Almendra Drive
5/31/2022	31380	Walsh, John	50.00	Health and Wellness Reimbursement April-May 2022
5/31/2022	31381	The Water Depot Inc	1,150.00	Bottled Water
5/31/2022	31382	Wienhoff Drug Testing, Inc.	160.00	Pre-Employment Drug Test And To Add In Random Pool
5/31/2022	31383	Wille Electric Supply Co., Inc.	1,468.72	Conduit, Box, Straps and E-Flex
			<u>\$ 1,196,170.73</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
June 7, 2022

Voided Check # 31242

THE FOREGOING CLAIMS, NUMBERED 31241 THROUGH 31283, 503221 THROUGH 503222, 50520221, 509221 THROUGH 509222, 512221, 51320221 THROUGH 51320225, 519221 THROUGH 519223, 523221, 526221 THROUGH 526222, 527221 THROUGH 527225. INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: June 7, 2022
Item Number: 4
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	April O & M Expenses	\$ 20,644.97

Total Obligations: \$ 20,644.97

FISCAL IMPACT: \$20,644.97

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

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
IMPROVEMENT DISTRICT ACCOUNT**

0146

DATE: 6/7/2022		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	April O & M Expense	I.D. #	April O & M Expense		
1		31			Note: Included Misc. Recon. Items
2		36			
8		38	948.63		
13		41	4,373.82		
19	30.07	45	1,853.12	I.D. #	Construction In Progress
20		46	3,434.61		
21		48	1,934.61		
22	1,299.16	51	3,598.29		
26		52		48	3,143.30
29	29.36				
SUB-TOTAL	\$1,358.59	SUB-TOTAL	\$16,143.08	SUB-TOTAL	\$3,143.30
			VOUCHER CHARGES		
			Maintenance & Operations		\$17,501.67
			Capital Projects		\$3,143.30
			Transfers		\$0.00
			TOTAL AMOUNT		\$20,644.97

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2022 - MAY 24, 2022**

CHECK NO.	PAYABLE TO:		AMOUNT	DATE
0142	OAKDALE IRRIGATION DISTRICT	\$	11,117.66	02/22/2022
0143	OAKDALE IRRIGATION DISTRICT		6,577.03	03/04/2022
0144	OAKDALE IRRIGATION DISTRICT		9,622.05	03/24/2022
0145	OAKDALE IRRIGATION DISTRICT		28,470.27	04/26/2022
046	OAKDALE IRRIGATION DISTRICT		20,644.97	05/24/2022

THE FOREGOING CLAIM NUMBERED 0146 WERE APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: June 7, 2022
Item Number: 5
APN: N/A

SUBJECT: APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE FOUR MONTHS ENDING APRIL 30, 2022

RECOMMENDED ACTION: Approve the Treasurer's Report and Financial Statements for the Four Months Ending April 30, 2022

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of April 30, 2022. The month ended with \$51.9 million in designated reserves, \$1.6 million in restricted cash and \$18.1 million in operating cash.

The Financial Statements demonstrate the income and expenditures for the District for the four months ending April 30, 2022.

As of the financial statement date, the District realized 41.7% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 30.1% 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:

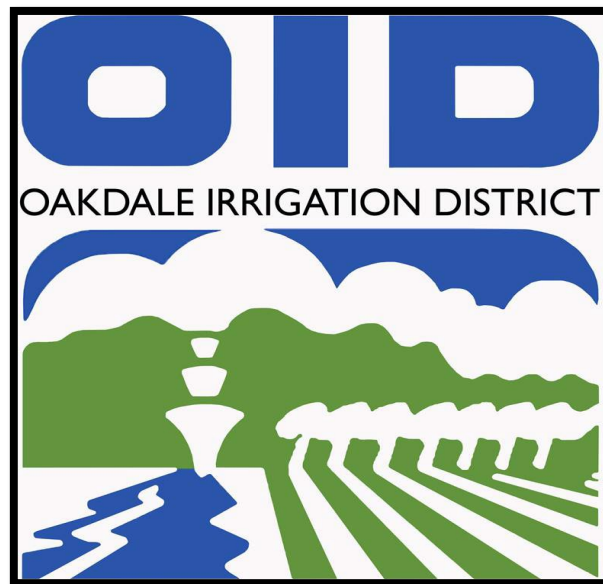
Motion by: _____ Second by: _____

VOTE

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



TREASURER'S REPORT FOR THE PERIOD ENDING APRIL 30, 2022

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING APRIL 30, 2022

PERIOD ENDING	4/30/2022	RATE	3/31/2022	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$172,403.20	0.523%	\$172,267.45	\$135.75
OAK VALLEY COMMUNITY BANK CHECKING	1,440,243.19		950,900.15	489,343.04
OVCB BUSINESS PLUS SAVINGS	693,062.10	0.500%	2,516,934.06	(1,823,871.96)
UNION BANK OF CALIFORNIA	67,678,316.54	0.950%	67,680,470.68	(2,154.14)
<i>TOTAL TREASURY FUNDS</i>	69,984,025.03		71,320,572.34	(1,336,547.31)
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,559,471.37		1,573,679.21	(14,207.84)
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	1,559,471.37		1,573,679.21	(14,207.84)
<u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u>	<u>\$71,543,496.40</u>		<u>\$72,894,251.55</u>	<u>(\$1,350,755.15)</u>

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING APRIL 30, 2022

DISTRICT CASH AND CASH EQUIVALENTS		4/30/2022	4/30/2021	NET CHANGE
Beginning Balance: 4/1/2022		\$71,320,572.34		
Receipts / Earnings / Transfers		458,610.82		
Expenditures / Transfers		(1,795,158.13)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	4/30/2022	\$69,984,025.03	\$73,483,988.86	(\$3,499,963.83)

GENERAL FUND

Beginning Balance: 4/1/2022 \$19,466,481.02

RECEIPTS / EARNINGS

Net Investment Income (1,575.88)

Collection Receipts 460,186.70

Total Receipts: 458,610.82

EXPENDITURES

Accounts Payable 1,269,737.23

Payroll 525,420.90

Total Expenditures: (1,795,158.13)

BALANCE ON HAND: 4/30/2022	\$18,129,933.71	\$15,933,757.99	\$2,196,175.72
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DESIGNATED FUNDS:

MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE

Beginning Balance: 4/1/2022 \$0.00

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND: 4/30/2022	\$0.00	\$986,948.22	(\$986,948.22)
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JOINT CANYON TUNNEL PROJECT RESERVE

Beginning Balance: 4/1/2022 12,529,880.53

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:	\$12,529,880.53	\$12,868,576.53	(\$338,696.00)
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CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 4/1/2022 \$5,911,438.88

Transfer from General Fund 0.00

Transfer to General Fund 0.00

BALANCE ON HAND: 4/30/2022	\$5,911,438.88	\$8,316,230.53	(\$2,404,791.65)
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DEBT SERVICE RESERVE - maximum \$21,145,000

Beginning Balance: 4/1/2022 16,000,000.00

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:	\$16,000,000.00	\$16,000,000.00	\$0.00
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OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING APRIL 30, 2022

DISTRICT CASH AND CASH EQUIVALENTS	4/30/2022	4/30/2021	NET CHANGE
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OPERATING FACILITY PROJECT RESERVE

Beginning Balance: 4/1/2022	4,783,896.01		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$4,783,896.01	\$5,248,750.70	(\$464,854.69)

MUNICIPAL CONSERVATION PROJECT RESERVE

Beginning Balance: 4/1/2022	198,873.49		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$198,873.49	\$200,000.00	(\$1,126.51)

RATE STABILIZATION AND OPERATIONS DESIGNATED RESERVE

Beginning Balance: 4/1/2022	\$7,007,937.96		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND:	\$7,007,937.96	\$8,238,000.00	(\$1,230,062.04)

RURAL WATER SYSTEM CAPITAL REPLACEMENT / IMPROVEMENT RESERVE

Beginning Balance: 4/1/2022	\$1,085,724.05		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 4/30/2022	\$1,085,724.05	\$1,072,337.96	\$13,386.09

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE

Beginning Balance: 4/1/2022	\$187,137.19		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 4/30/2022	\$187,137.19	\$561,967.02	(\$374,829.83)

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

Beginning Balance: 4/1/2022	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 4/30/2022	\$3,075,000.00	\$3,075,000.00	\$0.00

EMPLOYEE COMPENSATION ABSENCES RESERVE

Beginning Balance: 4/1/2022	\$1,074,203.21		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 4/30/2022	\$1,074,203.21	\$982,419.91	\$91,783.30

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING APRIL 30, 2022

DISTRICT CASH AND CASH EQUIVALENTS	4/30/2022	4/30/2021	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 4/1/2022	\$1,573,679.21		
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Receipts	14,272.43		
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Expenditures	(28,480.27)		
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BALANCE ON HAND:	4/30/2022	\$1,559,471.37	\$1,504,068.23	\$55,403.14
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FILED: May 23, 2022

STATE OF CALIFORNIA / COUNTY OF STANISLAUS



445 S. FIGUEROA STREET, SECOND FLOOR
LOS ANGELES, CA 90071

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

OAKDALE IRRIGATION DISTRICT

1205 EAST 'F' STREET
OAKDALE, CA 95361



Account Statement

Statement Period

April 1, 2022 through April 30, 2022

Account Number

Account Name

OAKDALE IRRIGATION DISTRICT

Relationship Manager

Investment Manager

Online Access

Contents

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

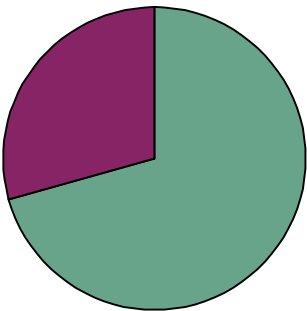
Overview of Total Account Value

Closing Value on 12/31/2021	\$67,125,429.31
Opening Value on 04/01/2022	\$67,000,179.23
Closing Value on 04/30/2022	\$66,923,016.24
Net Change For Period	(\$77,162.99)

Overview of Account by Investment Category

Your Current Portfolio Mix

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



% of Total Account	Market Value	Description
70.64%	47,273,954.34	Cash & Cash Equivalents
29.36%	19,649,061.90	Corporate Obligations
100.00%	\$66,923,016.24	Total Account Value





■ **Account Number**

■ **Account Name**
OAKDALE IRRIGATION DIST

Account Statement

■ **Statement Period**

April 1, 2022 through April 30, 2022

Principal Portfolio Summary

■ Description	Market Value	Percentage of Portfolio	Current Yield
Cash & Cash Equivalents	47,273,954.34	70.64%	0.29%
Corporate Obligations	19,649,061.90	29.36%	2.55%
Total Principal Portfolio	\$66,923,016.24	100.00%	0.95%

Unrealized Gain/Loss Summary

■ Description	Cost Basis	Market Value	Gain/Loss
Cash & Cash Equivalents	47,279,864.32	47,273,954.34	(5,909.98)
Corporate Obligations	20,398,452.22	19,649,061.90	(749,390.32)
Total Gain/Loss	\$67,678,316.54	\$66,923,016.24	(\$755,300.30)

Cash Transactions Summary

■	Principal Cash
Receipts	
Dividend	1,669.42
Interest	5,760.11
Sales	8,701,031.39
Maturities/Redemptions	6,794,239.89
Total Receipts	\$15,502,700.81
Disbursements	
Accrued Interest Paid	(1,755.00)
Purchases	(15,493,117.14)
Fees	(7,828.67)
Total Disbursements	(\$15,502,700.81)
Total Net Transactions	\$0.00



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

April 1, 2022 through April 30, 2022

Asset Detail - Principal Portfolio

Cash & Cash Equivalents

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Money Market Funds								
FIDELITY INSTL CASH PORTFOLIOS U S GOVT PORTFOLIO CL-I #57 ***CASH MANAGEMENT SWEEP*** 316175108	31617510S	30,618,909.7400	30,618,909.74	30,618,909.74	1.0000 04/29/2022	45.75%	0.16%	50,392.14
Disc Comm'l Paper/Bnker Accpt								
COOPERATIVE CENTRALE DISC COML PAPER DTD 8/9/2021 5/3/2022	21687BE31	3,000,000.0000	2,997,270.00	2,999,970.00	99.9990 04/29/2022	4.49%	0.20%	5,896.15
CATERPILLAR FINANCIAL SERVICES CORP DISC COML PAPER DTD 3/31/22 5/25/22	14912EER4	2,000,000.0000	1,998,560.00	1,999,200.00	99.9600 04/29/2022	2.99%	0.49%	9,733.33
KOCH INDUSTRIES INC DISC COML PAPER DTD 03/07/22 06/03/22	50000EF33	275,000.0000	274,554.73	274,824.00	99.9360 04/29/2022	0.41%	0.67%	1,846.86
STANDARD CHARTERED BANK DISC COML PAPER DTD 6/8/2021 6/7/2022	85324UF73	920,000.0000	918,556.11	919,337.60	99.9280 04/29/2022	1.37%	0.51%	4,663.89
TOYOTA MOTOR CREDIT CO DISC COML PAPER DTD 10/10/2021 7/7/2022	89233HG73	1,750,000.0000	1,746,850.49	1,746,447.50	99.7970 04/29/2022	2.61%	0.31%	5,474.15
SIEMENS CAPITAL CO LLC DISC COML PAPER DTD 4/14/22 7/11/22	82619UGB4	1,900,000.0000	1,896,626.97	1,895,896.00	99.7840 04/29/2022	2.83%	0.78%	14,833.20





■ **Account Number**

■ **Account Name**
OAKDALE IRRIGATION DIST

Account Statement

■ **Statement Period**

April 1, 2022 through April 30, 2022

Asset Detail - Principal Portfolio (continued)

■ **Cash & Cash Equivalents**

<i>Asset Name</i>	<i>Asset Identifier</i>	<i>Shares/ Units Held</i>	<i>Cost Basis</i>	<i>Market Value</i>	<i>Price/ Date Priced</i>	<i>Percentage of Portfolio</i>	<i>Current Yield</i>	<i>Estimated Annual Income</i>
Disc Comm'l Paper/Bnker Accept								
LLOYDS BK CORPORATE MKTS PLC DISC COML PAPER DTD 11/8/2021 8/5/2022	53948BH51	3,000,000.0000	2,994,082.50	2,989,380.00	99.6460 04/29/2022	4.47%	0.27%	8,212.50
ROYAL BANK OF CANADA DISC COML PAPER DTD 8/10/2021 8/9/2022	78015DH94	1,000,000.0000	997,931.11	996,320.00	99.6320 04/29/2022	1.49%	0.28%	2,828.26
AMAZON COM INC DISC COML PAPER DTD 02/01/22 09/13/22	02314QJD2	2,850,000.0000	2,836,522.67	2,833,669.50	99.4270 04/29/2022	4.23%	1.14%	32,363.33
Total Cash & Cash Equivalents			\$47,279,864.32	\$47,273,954.34		70.64%	0.29%	\$136,243.81

■ **Corporate Obligations**

<i>Asset Name</i>	<i>Asset Identifier</i>	<i>Shares/ Units Held</i>	<i>Cost Basis</i>	<i>Market Value</i>	<i>Price/ Date Priced</i>	<i>Percentage of Portfolio</i>	<i>Current Yield</i>	<i>Estimated Annual Income</i>
Corporate Bonds								
BANK AMER CORP 3.3000% 1/11/2023	06051GEU9	3,150,000.0000	3,336,921.00	3,175,326.00	100.8040 04/29/2022	4.74%	3.27%	103,950.00
JPMORGAN CHASE & CO SR NOTES DTD 01/25/2013 3.20% 01/25/2023	46625HJH4	1,833,000.0000	1,937,187.72	1,846,839.15	100.7550 04/29/2022	2.76%	3.18%	58,656.00
SCHWAB CHARLES CORP NEW 2.6500% 1/25/2023	808513AT2	3,100,000.0000	3,145,384.00	3,105,332.00	100.1720 04/29/2022	4.64%	2.65%	82,150.00



Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

April 1, 2022 through April 30, 2022

Asset Detail - Principal Portfolio (continued)

Corporate Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Corporate Bonds								
BANK NEW YORK MELLON CORP 2.9500% 1/29/2023	06406RAE7	2,750,000.0000	2,917,337.50	2,763,722.50	100.4990 04/29/2022	4.13%	2.94%	81,125.00
BERKSHIRE HATHAWAY INC DTD 02/11/2013 3.00% 02/11/2023	084670BJ6	1,475,000.0000	1,573,456.25	1,484,867.75	100.6690 04/29/2022	2.22%	2.98%	44,250.00
HOME DEPOT INC 2.7000% 4/1/2023	437076AZ5	1,950,000.0000	1,961,407.50	1,955,460.00	100.2800 04/29/2022	2.92%	2.69%	52,650.00
APPLE INC 5/11/2023	037833DV9	2,825,000.0000	2,857,572.25	2,783,811.50	98.5420 04/29/2022	4.16%	0.76%	21,187.50
TOYOTA MTR CR CORP FR 0.5000% 8/14/2023	89236THF5	1,250,000.0000	1,251,250.00	1,215,750.00	97.2600 04/29/2022	1.82%	0.51%	6,250.00
JPMORGAN CHASE & CO 3.8750% 2/1/2024	46625HJT8	1,300,000.0000	1,417,936.00	1,317,953.00	101.3810 04/29/2022	1.97%	3.82%	50,375.00
Total Corporate Obligations			\$20,398,452.22	\$19,649,061.90		29.36%	2.55%	\$500,593.50
Total Principal Portfolio			\$67,678,316.54	\$66,923,016.24		100.00%	0.95%	\$636,837.31
Total Account Values			\$67,678,316.54	\$66,923,016.24		100.00%	0.95%	\$636,837.31





Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

April 1, 2022 through April 30, 2022

Bond Maturity Summary

	Face Value	Par Value	Cost Basis	Market Value	Percentage of Bond Market Value
2022		16,695,000.000	16,660,954.58	16,655,044.60	45.88%
2023		18,333,000.000	18,980,516.22	18,331,108.90	50.49%
2024		1,300,000.000	1,417,936.00	1,317,953.00	3.63%
2025					
2026					
2027					
2028					
2029					
2030					
2031					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
Total	\$0.00	36,328,000.000	\$37,059,406.80	\$36,304,106.50	100.00%

Transaction Detail

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
Beginning Balance				\$0.00	\$67,680,470.68
04/01/22	Sales	SOLD 1,996,890.58 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/01/22	31617510S	1,996,890.58	(1,996,890.58)
04/01/22	Dividend	CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 3/1/22 TO 3/31/22	31617510S	1,669.42	
04/01/22	Maturities/Redemptions	MATURED 2,000,000 PAR VALUE OF ROYAL BK CDA DC/P 4/01/22 TRADE DATE 04/01/22 2,000,000 PAR VALUE AT 100 %	78015DD15	1,998,765.56	(1,998,765.56)



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

April 1, 2022 through April 30, 2022

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
04/01/22	Interest	CASH RECEIPT OF INTEREST EARNED ON ROYAL BK CDA DC/P 4/01/22 0/\$1 PV ON 2,000,000 PAR VALUE DUE 4/1/2022 2,000,000 PAR VALUE AT 100 %	78015DD15	1,234.44	
04/01/22	Purchases	PURCHASED 2,000,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/01/22	31617510S	(2,000,000.00)	2,000,000.00
04/01/22	Purchases	PURCHASED 2,000,000 PAR VALUE OF CATERPILLAR FIN SVCS CORP 5/25/22 TRADE DATE 04/01/22 PURCHASED THROUGH WACHOVIA CAPITAL MARKETS, LLC. 2,000,000 PAR VALUE AT 99.928 %	14912EER4	(1,998,560.00)	1,998,560.00
04/13/22	Purchases	PURCHASED 1,950,000 PAR VALUE OF HOME DEPOT INC NT 2.700% 4/01/23 TRADE DATE 04/11/22 PURCHASED THROUGH MERRILL LYNCH FIXED INCOME 1,950,000 PAR VALUE AT 100.585 %	437076AZ5	(1,961,407.50)	1,961,407.50
04/13/22	Accrued Interest Paid	PAID ACCRUED INTEREST ON PURCHASE OF HOME DEPOT INC NT 2.700% 4/01/23	437076AZ5	(1,755.00)	
04/13/22	Sales	SOLD 1,963,162.5 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/13/22	31617510S	1,963,162.50	(1,963,162.50)
04/14/22	Sales	SOLD 2,836,522.67 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/14/22	31617510S	2,836,522.67	(2,836,522.67)
04/14/22	Maturities/Redemptions	MATURED 2,850,000 PAR VALUE OF PROVINCE OF ALBERTA DC/P 4/14/22 TRADE DATE 04/14/22 2,850,000 PAR VALUE AT 100 %	01306NDE5	2,846,874.00	(2,846,874.00)





Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

April 1, 2022 through April 30, 2022

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
04/14/22	Interest	CASH RECEIPT OF INTEREST EARNED ON PROVINCE OF ALBERTA DC/P 4/14/22 0/\$1 PV ON 2,850,000 PAR VALUE DUE 4/14/2022 2,850,000 PAR VALUE AT 100 %	01306NDE5	3,126.00	
04/14/22	Purchases	PURCHASED 2,850,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/14/22	31617510S	(2,850,000.00)	2,850,000.00
04/14/22	Purchases	PURCHASED 2,850,000 PAR VALUE OF AMAZON COM INC DC/P 9/13/22 TRADE DATE 04/14/22 PURCHASED THROUGH CHASE SECURITIES, INC. 2,850,000 PAR VALUE AT 99.52711123 %	02314QJD2	(2,836,522.67)	2,836,522.67
04/19/22	Sales	SOLD 1,896,626.97 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/19/22	31617510S	1,896,626.97	(1,896,626.97)
04/19/22	Maturites/Redemptions	MATURED 1,950,000 PAR VALUE OF UNILEVER CAPTL CRP DC/P 4/19/22 TRADE DATE 04/19/22 1,950,000 PAR VALUE AT 100 %	90477EDK7	1,948,600.33	(1,948,600.33)
04/19/22	Interest	CASH RECEIPT OF INTEREST EARNED ON UNILEVER CAPTL CRP DC/P 4/19/22 0/\$1 PV ON 1,950,000 PAR VALUE DUE 4/19/2022 1,950,000 PAR VALUE AT 100 %	90477EDK7	1,399.67	
04/19/22	Purchases	PURCHASED 1,950,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/19/22	31617510S	(1,950,000.00)	1,950,000.00



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

April 1, 2022 through April 30, 2022

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
04/19/22	Purchases	PURCHASED 1,900,000 PAR VALUE OF SIEMENS CAPITAL CO DC/P 7/11/22 TRADE DATE 04/19/22 PURCHASED THROUGH GOLDMAN SACHS (NY) 1,900,000 PAR VALUE AT 99.82247211 %	82619UGB4	(1,896,626.97)	1,896,626.97
04/26/22	Fees	INVESTMENT SERVICES FEE COLLECTED For Period Ending 20220331		(7,828.67)	
04/26/22	Sales	SOLD 7,828.67 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 04/26/22	31617510S	7,828.67	(7,828.67)
Net Activity				\$0.00	(\$2,154.14)
Ending Balance				\$0.00	\$67,678,316.54

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OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

April 30, 2022

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT



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Oakdale Irrigation District
Statement of Net Position
For the Month Ending April 30, 2022 and 2021



	2022	2021	Change
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 2,306,458	\$ 3,657,273	\$ (1,350,815)
Restricted Cash and cash equivalents	1,559,471	1,504,068	55,403
Investments	67,678,317	69,827,466	(2,149,149)
Receivables			
Accrued Interest	125,803	133,680	(7,877)
Annexation fees	614,706	887,949	(273,243)
Agricultural water fees	366,115	7,520	358,595
Property Taxes Receivable	-	-	-
Due from other governmental agencies	2,057	1,498	559
Miscellaneous	50,343	555	49,788
Domestic water fees	5,455	8,154	(2,699)
Inventory of materials and supplies	855,182	674,134	181,048
Prepaid expenses	12,821	11,468	1,353
Due from Improvement Districts	10,660	8,624	2,035
Total current assets	73,587,388	76,722,391	(3,135,002)
Noncurrent assets:			
Accounts receivable - delinquencies	7,400	11,901	(4,501)
Due from other governmental agencies	297,277	297,277	-
Annexation fees receivable	11,665,972	12,668,534	(1,002,563)
Investments in Tri-Dam Project	42,526,117	42,526,117	-
Capital assets:			
Not being depreciated	11,165,197	7,228,191	3,937,006
Being depreciated, net	101,521,998	102,949,081	(1,427,083)
Total noncurrent assets	167,183,959	165,681,101	1,502,859
Total assets	240,771,347	242,403,491	(1,632,142)
Deferred outflows of resources			
Pensions	760,863	799,404	(38,541)
Bonds	2,784,350	2,948,136	(163,785)
Total deferred outflows of resources	3,545,213	3,747,540	(202,326)
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	244,316,561	246,151,030	(1,834,469)
LIABILITIES			
Current liabilities:			
Payable from nonrestricted assets			
Accounts payable	166,421	507,218	(340,797)
Accrued salaries, wages and related benefits	1,084,373	951,344	133,028
Unearned revenue	(23)	359,349	(359,372)
Deposits payable	36,376	37,782	(1,406)
Due to Improvement Districts	4,049	5,296	(1,248)
Claims payable	50,000	25,001	24,999
Interest expense payable	-	-	-
Long-term liabilities, due within one-year	889,854	873,337	16,517
Total current liabilities	2,231,049	2,759,328	(528,278)
Noncurrent liabilities:			
Long-term liabilities, due in more than one-year, net	24,208,817	25,316,626	(1,107,809)
Pensions	2,320,868	5,090,115	(2,769,247)
Total noncurrent liabilities	26,529,685	30,406,741	(3,877,056)
TOTAL LIABILITIES	28,760,735	33,166,070	(4,405,334)
DEFERRED INFLOWS OF RESOURCES			
Pensions	2,025,996	36,305	1,989,691
Total deferred inflows of resources	2,025,996	36,305	1,989,691
Net Position			
Net investment in capital assets	89,208,529	86,932,310	2,276,219
Restricted	1,559,471	1,504,068	55,403
Unrestricted	122,761,830	124,512,277	(1,750,448)
TOTAL NET POSITION	\$ 213,529,830	\$ 212,948,655	\$ 581,175

FOR INTERNAL REPORTING PURPOSES ONLY

Oakdale Irrigation District
Statement of Revenues, Expenses, and Changes in net position
For the Month Ended April 30, 2022



	Current Month	YTD Actual	2022 Budget	Budget Remaining	% of 2022 Budget Remaining
Operating revenues:					
Agricultural water deliver charges (base rate)	\$ (63)	\$ 2,194,034	\$ 2,171,900	\$ (22,134)	-1%
Water sales	246,822	246,841	2,120,000	1,873,159	88%
Domestic water delivery fee	17,000	57,638	235,000	177,362	75%
Improvement District Fees	-	-	47,450	47,450.00	100%
Other water related revenues	329	49,672	65,000	15,328	24%
Total operating revenues	264,089	2,548,185	4,639,350	2,091,165	45%
Operating expenses:					
Operation and maintenance	572,594	1,852,919	6,304,470	4,451,551	71%
Water operations	548,000	1,088,890	3,919,640	2,830,750	72%
General and administrative	169,200	1,153,340	3,620,875	2,467,535	68%
Depreciation / amortization	362,837	1,187,837	3,490,000	2,302,163	66%
Total operating expenses	1,652,631	5,282,986	17,334,985	12,051,999	70%
Operating Income (loss)	(1,388,542)	(2,734,800)	(12,695,635)	(9,960,835)	78%
Nonoperating revenues (expenses):					
County property tax appropriations	-	182,856	3,900,000	3,717,144	95%
Net Investment income (loss)	(4,243)	328,115	725,000	396,885	55%
Gain (loss) sale of assets	96,484	98,727	-	(98,727)	0%
Debt service interest	-	-	(1,036,000)	(1,036,000)	100%
Tri-Dam Project distributions	-	4,000,000	7,000,000	3,000,000.00	43%
Tri-Dam Power Authority distributions	-	400,000	2,100,000	1,700,000.00	81%
Other non-operating revenue	2,000	5,000	12,000	7,000	58%
Total non-operating rev. (exp.)	94,240	5,014,698	12,701,000	7,686,302	61%
Capital contributions	(1,294,302)	2,279,898	5,365	(2,274,533)	-42396%
Change in net position	\$ (1,294,302)	\$ 2,279,898	\$ 5,365	\$ (2,274,533)	-42396%
Capital expenditures & debt obligations	\$ 114,276	\$ 2,361,180	\$ 8,225,100	\$ 5,863,920	71%

Oakdale Irrigation District
Revenues
For the Month Ended April 30, 2022



	Current Month	YTD Actual	2022 Budget	Budget Remaining	% of 2022 Budget Remaining
Operating revenues					
Agricultural water service fees					
Tier 1	\$ (63)	\$ 1,943,141	\$ 1,921,000	\$ (22,141)	-1%
Tier 2	-	250,893	250,900	7	0%
Water sales					
Tier 1	260	279	705,000	704,721	100%
Tier 2	-	-	815,000	815,000	100%
Local out-of-district	1,200	1,200	600,000	598,800	100%
Out-of-district	245,363	245,363	-	(245,363)	0%
Domestic water sales	17,000	57,638	235,000	177,362	75%
Improvement District Admin Fees	-	-	47,450	47,450	100%
Miscellaneous revenues					
Service Charges & Penalties	329	49,672	65,000	15,328	24%
Total Operating Revenue	264,089	2,548,185	4,639,350	2,091,165	45%
Non-operating revenues					
County property tax appropriations	-	182,856	3,900,000	3,717,144	95%
District Rental Properties	2,000	5,000	12,000	7,000	58%
Domestic Annexation Revenue	-	-	-	-	0%
Investment earnings					
Investment earnings (Loss)	4,348	422,433	325,000	(97,433)	-30%
Other Interest income	-	-	400,000	400,000	100%
Gain (loss) sale of assets	96,484	98,727	-	(98,727)	0%
Change in investment Tri-Dam Project	-	4,000,000	7,000,000	3,000,000	43%
Change in investment Tri-Dam Authority	-	400,000	2,100,000	1,700,000	81%
Total Nonoperating Revenues	102,832	5,109,017	13,737,000	8,627,983	63%
Capital Contributions	-	-	-	-	0%
Total Revenues	\$ 366,921	\$ 7,657,202	\$ 18,376,350	\$ 10,719,148	58%

Oakdale Irrigation District
Operating Expenses Summary
For the Month Ended April 30, 2022



	Current Month	YTD Actual	2022 Budget	Budget Remaining	% of 2022 Budget Remaining
Operating expenses					
Maintenance					
SSJID Main Supply Diversion Works	\$ -	\$ -	\$ 30,000	\$ 30,000	100%
North Main Canal Maintenance	61,116	240,814	357,410	116,596	33%
South Main Canal Maintenance	30,997	124,587	413,210	288,623	70%
Irrigation Water Lateral Maint-North Side	226,831	604,057	2,153,360	1,549,303	72%
Irrigation Water Lateral Maint - South Side	99,800	379,602	1,529,990	1,150,388	75%
Pumping Plant Operations and Maintenance	38,407	108,320	472,550	364,230	77%
Drainage System Maintenance	28,829	110,631	359,260	248,629	69%
Building and Grounds Maintenance	23,959	100,135	321,670	221,535	69%
Vehicle and Equipment Maintenance	62,656	184,775	667,020	482,245	72%
Total Maintenance	572,594	1,852,919	6,304,470	4,451,551	71%
Water Operations					
Domestic Water System Maintenance	33,101	109,534	433,450	323,916	75%
Irrigation Water Operations - North Division	265,009	503,484	1,728,260	1,224,776	71%
Irrigation Water Operations - South Division	249,030	463,614	1,713,370	1,249,756	73%
Drainage Water Operations	18	5,414	19,600	14,186	72%
Water Measurement Management	843	6,845	24,960	18,115	73%
Total Water Operations	548,000	1,088,890	3,919,640	2,830,750	72%
General and Administrative					
General and Administrative	169,200	1,153,340	3,620,875	2,467,535	68%
Depreciation and Amortization	362,837	1,187,837	3,490,000	2,302,163	66%
Total General, Administrative and Depreciation	532,036	2,341,176	7,110,875	4,769,699	67%
Total Operating expenses	1,652,631	5,282,986	17,334,985	12,051,999	70%
Non-operating expenses					
Interest and investment expenses	8,591	94,319	1,036,000	941,681	91%
Total non-operating expenses	8,591	94,319	1,036,000	941,681	91%
Total Expenses	\$ 1,661,222	\$ 5,377,304	\$ 18,370,985	\$ 12,993,681	71%

Oakdale Irrigation District
Capital and Debt Expenditures
For the Month Ended April 30, 2022



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2022 YTD ACTUAL	2022 BUDGET
00-000-15200-00	Capital Work	Capital construction projects (Water Resources Plan)		
		Canal and Lateral Rehabilitation	\$ 161,820	\$ 409,000
		Domestic Water Projects	-	125,000
		Flow Control and Measurement Structures	98,148	936,000
		Irrigation Service Turnout Replacement	70,449	929,000
		Main Canals and Tunnels Improvement Projects	8,728	113,800
		Outflow Management Projects	-	-
		Pipeline Replacement	654,114	996,000
		Reclamation Projects	67,178	-
		Subtotal for Water Resources Plan Improvements	1,060,437	3,508,800
		Tunnel 8 Rehabilitation Project	1,116,115	1,500,000
		Ag Pump Replacements	85,090	82,500
		Asset Management Program Implementation	400	-
		Operating Headquarters Design	65,551	500,000
		Canyon Tunnel-Joint with SSJID (1.15M x 28%)	14,789	325,000
		Joint Main Canal Stabilization project (800k x 28%)	-	350,000
		South Main Canal - Tunnel 9 downstream design	-	60,000
		South Main Canal - Segment 3 Project	9,601	-
		North Main Canal Seepage Mitigation Project-90% Design	-	64,800
			2,351,983	6,391,100
00-000-15183-00	Miscellaneous Construction Equipment			
		12" Chipper	-	100,000
		Submersible 3" Electric Pump with Control Panel	9,197	-
		Priority Valves for Masticators (Power Diverter)	-	50,000
			9,197	150,000
00-000-15184-00	Autos/Pickups/Trucks/ Trailers			
		1/2 Ton Pickup 2WD (DSO)		35,000
		1/2 Ton Pickup 4WD (DSO)		40,000
		3/4 Ton Pickup 4WD (C&M) - 2		100,000
		Dump truck, 3-axle (diesel) 2021 Truck #21 CF from 2021		200,000
		Water Truck 3 axle 2021 replace #26	-	250,000
00-000-15185-00	Shop/Whse/Yard		-	625,000
		Fuel Island Upgrade	-	45,000
			-	45,000
00-000-15187-00	Office and Engineering Equipment			
		Computer upgrades and replacements		15,000
		Computer Server Storage expansion		9,000
		Engineering GPS Unit (Purchase or Lease)		45,000
		Ransomware Recovery Hardware		65,000
			-	134,000
		TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES	2,361,180	7,345,100
00-000-22320-00	Current portion - COP Debt			880,000
		TOTAL CAPITAL AND DEBT EXPENDITURES	\$ 2,361,180	\$ 8,225,100

BOARD AGENDA REPORT

Date: June 7, 2022
Item Number: 6
APN: n/a

SUBJECT: APPROVE REJECTION OF CLAIM SUBMITTED BY KRISTY FULLARD

RECOMMENDED ACTION: Reject the claim and forward to ACWA JPIA for further action

BACKGROUND AND/OR HISTORY:

This claim is asserting that OID Water Utilities Department damaged trees when spraying for weed control in the fall of 2021. The claim form submitted by claimant is attached for your reference.

Staff recommends rejecting the claim and forwarding it to ACWA JPIA for resolution.

A rejection by the Board is not a statement that it disagrees with the claim nor is it an admission of fault.

FISCAL IMPACT: Unknown

ATTACHMENTS:

➤ Claim Form

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:

Claim Form

Received

(A claim shall be presented by the claimant or by a person acting on his behalf.)

MAY 17 2022

NAME OF DISTRICT: Oakdale Irrigation Dist

1 Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth. Date of Birth ID
Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking medical damages, we **MUST** have both your Social Security Number and your date of birth.
 Name: Kristy L Fullard Phone Number: 209-581-5359
 Address(es): 10105 Fox Barnash Dr. Social Security No.:
Oakdale CA 95361 Date of Birth: 03/19/1974
 E-mail: KristyFullard@orglobal.com

2 List name, address, and phone number of any witnesses. We have had "Joe" come assess the damage also.
 Name: assess the damage also.
 Address:
 Phone Number: ()

3 List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.
 Date: X Time: Place:
 Tell What Happened (give complete information):
The arborist from Grover agrees these trees will not be recovering and suggests they get replaced.
NOTE: Attach any photographs you may have regarding this claim.

4 Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.
In the fall of 2021 OID staff sprayed for weed control over our fence and our trees and shrubs were damaged. I did call and advise Oid staff about the incident and we waited to see if the plants/trees would come back.

5 Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.
Oid Staff

6 The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.
See attached Grover landscape estimate for damages.

Date: 5/2/2022 Time: Signature: K Fullard

ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!

White - JPIA Office Copy / Yellow - District Office Copy / Pink - Claimant Copy



**RESIDENTIAL
AND
COMMERCIAL**



TRIMMING - REMOVAL
CABLING - BRACING
ARBORIST EVALUATIONS
TREE MOVING
ROOT FEEDING - PRUNING
CROWN REDUCTION &
RESTORATION

EMERGENCY SERVICE AVAILABLE
6224 Stoddard Road, Modesto, CA 95356

(PH) 209-545-4401 (FAX) 209-545-3315

www.groverlandscapeservices.com



NAME: Kristy Fullard

DATE: 05/05/2022

ADDRESS: 10105 Fox Borough Dr

CITY, ST ZIP: Oakdale, CA 95361

PHONE: 209-581-5359

SITE NAME: SITE CONTACT:

JOB LOCATION: 10105 Fox Borough Dr Oakdale, CA 95361

EMAIL: kristyfullard@sbcglobal.net

GROVER TREE SERVICE, a division of Grover Landscape Services, Inc., has been in business in the Central Valley for over 50 years. We are fully insured for public liability, property damage, and Worker's Compensation Insurance. We hold California State License #333345 C-27 and Specialty License C-61/D-49, as required by State Law, for any tree work over \$300.00.

GROVER TREE SERVICE has 5 arborists on staff, certified with the International Society of Arboriculture. Recommendations will be made by Certified Arborists for the health of the trees and to promote safety. If safety recommendations made by Certified Arborists are not followed, we cannot be held liable for damage.

Payments will be due net 30 days after invoice date, 1.5% interest charged monthly on unpaid invoices.

GROVER TREE SERVICE proposes to do the following work for the sums specified.

MULTIPLE:

\$4,060.00

- Remove (10) Italian cypress in the backyard
 - Plant (10) more Italian cypress 'Tiny Towers' in place of the old ones
- Clean up all wood, brush & debris.

**There is only room in the planter to plant 15 gallon trees & they will only be 40" tall.*

NOTE: We will not be held responsible for damage to private underground objects (such as pipes or wires) during performance of our work, due to uncertainty of their location. Sprinkler pipes or wires can be repaired using time and material rates as an additional charge, upon request. We will contact Underground Service Alert (USA) to locate public utilities, and will use appropriate caution to prevent damage to marked public utilities.

All material is guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control.

Subtotal: \$4,060.00

Tax: \$0.00

Total: \$4,060.00

Randy Hopp

Authorized Signature

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

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Accepted Date:

BOARD AGENDA REPORT

Date: June 7, 2022
Item Number: 7
APN: N/A

**SUBJECT: APPROVE BOARD ATTENDANCE TO THE 2022 CSDA ANNUAL CONFERENCE
AUGUST 22 TO AUGUST 25, 2022 IN PALM DESERT, CALIFORNIA**

RECOMMENDED ACTION: Approve Board Attendance to the 2022 Annual CSDA Conference
August 22 to August 25, 2022 in Palm Desert, California

BACKGROUND AND/OR HISTORY:

The 2022 CSDA Annual Conference is from August 22 to August 25, 2022 in Palm Desert, CA.

The benefits to OID for 2 Directors and 2 Management Staff to attend the CSDA conference are significant. The District earns points for attendance and participation that are then applied as credit reductions to its annual Worker's Comp Premiums.

FISCAL IMPACT: \$650 – Early Registration before July 22, 2022 (after \$725)

ATTACHMENTS:

➤ Conference Information

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:



**California Special
Districts Association**
Districts Stronger Together



2022 CSDA Annual Conference & Exhibitor Showcase

*The Leadership Conference
for Special Districts*

 **August 22 – 25, 2022**

 **JW Marriott
Desert Springs Resort & Spa,
Palm Desert, California**



**Don't miss these exciting
and relevant speakers**



Opening Keynote:

Shola Richards

*CEO and Founder of Go Together
Global and best-selling author*

*The Courage to Go Together:
Three Questions to Change How You Work,
Live and Lead*



SDRMA Keynote:

Dr. Wendy Suzuki

Professor and Author

*Good Anxiety:
Harnessing the Power of the Most
Misunderstood Emotion*





Attendee Registration Form

Hotel Reservations

JW Marriott Desert Springs Resort & Spa

Room reservations for the CSDA Annual Conference and Exhibitor Showcase begin at \$139 plus tax plus discounted \$15 resort fee. The room reservation cut-off is July 22, 2022; however, space is limited and may sell out before this date.

Information regarding hotel reservations and link to book in the CSDA room block will be emailed to the registered attendee within 24 hours of registration.

Registration Fees Include:

- ◆ President's Reception with the Exhibitors
- ◆ Keynote Sessions
- ◆ Continental Breakfast with the Exhibitors
- ◆ Lunch with the Exhibitors
- ◆ Mix and FlaMingle in the Exhibit Hall
- ◆ SDRMA Full Plated Breakfast
- ◆ Legislative Update Luncheon
- ◆ All Breakout Sessions
- ◆ "Taste of the City" Reception
- ◆ Closing Breakfast

Name:		Title:	
District:			
Address:			
City:		State:	Zip:
Phone:		Fax:	
Email:		Website:	
Special Needs (include dietary):			
Emergency Contact:			
Conference Registration Fees		Early Bird (on /before July 22, 2022)	Regular (after July 22, 2022)
<input type="checkbox"/> CSDA Member - Full Conference		\$ 650.00	\$ 725.00
<input type="checkbox"/> Non-member - Full Conference		\$ 975.00	\$ 1,085.00
<input type="checkbox"/> Guest of a Member - Full Conference (Cannot be from a district/company) <input type="checkbox"/> Vegetarian		\$ 350.00	\$ 425.00
<input type="checkbox"/> Guest of a Non-member - Full Conference (Cannot be from a district/company) <input type="checkbox"/> Vegetarian		\$ 525.00	\$ 635.00
<input type="checkbox"/> CSDA Member - One-day registration <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday		\$ 375.00 each day	\$ 400.00 each day
<input type="checkbox"/> Non-member - One-day registration <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday		\$ 560.00 each day	\$ 600.00 each day
Separate Registration Fees		Member	Non-member
<input type="checkbox"/> Pre-Conference Workshop: SDLA Module 1: Governance Foundations - Aug. 22		\$ 225.00	\$ 340.00
<input type="checkbox"/> Pre-Conference Workshop: So, You Want to Be a General Manager - Aug. 22		\$ 100.00	
<input type="checkbox"/> Pre-Conference Workshop: Special District Finance Professionals Forum - Aug. 22		\$ 50.00	\$ 100.00
<input type="checkbox"/> Pre-Conference Tour: SCE Green Energy Tour - Aug. 22		\$ 10.00	
<input type="checkbox"/> SDLF Scramble for Scholarships Golf Tournament - Aug. 22		\$ 120.00	
<input type="checkbox"/> SDLF "Taste of the City" Casino Night Reception (Guests only) - Aug. 24		\$ 80.00 CSDA Member Guest	\$ 120.00 Non-member Guest
		TOTAL	
Payment Information			
Payment type: <input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover			
Account name:		Account Number:	
Expiration date:	CVC:	Authorized Signature:	
3 Ways to register: 1. ONLINE by visiting conference.csdanet.net . 2. FAX 916-520-2465. 3. MAIL to CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814. Check should be made payable to: California Special Districts Association.			

Cancellations/Substitution Policy: Cancellations must be in writing and received by CSDA no later than Thursday, July 22, 2022. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after July 22, 2022. Substitutions are acceptable and must be done in writing no later than August 12, 2022 at 5:00 p.m. Please submit any cancellation notice or substitution request to jennifers@csda.net or fax to 916-520-2465.

Consent to Use Photographic Images: Registration and attendance at, or participation in, CSDA meeting and other activities constitutes an agreement by the registrant to CSDA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.

Anti-Discrimination and Harassment Policy: CSDA is dedicated to a harassment-free event experience for everyone. Our Anti-Discrimination and Harassment Policy can be found under "CSDA Transparency" at www.csdanet.net/about-csda/who-we-are.

CSDA ANNUAL CONFERENCE AND EXHIBITOR SHOWCASE

SCHEDULE

Monday, August 22, 2022

Pre-Conference (*optional, additional fee, space may be limited)

TBD

Pre-Conference Tour*

8:00 a.m.

SDLF Scramble for Scholarships Golf Tournament*

9:00 a.m. - 3:30 p.m.

Pre-Conference Workshop #1: SDLA Governance Foundations*

9:00 a.m. - 3:30 p.m.

Pre-Conference Workshop #2: So, You Want to Be a General Manager?*

TBD

Pre-Conference: 2022 CSDA Special District Finance Professionals Forum*

1:30 - 3:30 p.m.

Certified Special Districts Manager (CSDM) Exam*, sponsored by Special District Leadership Foundation, must pre-register

3:45 - 5:15 p.m.

Chapter Round Table Discussion, optional, no fee but must be attending conference

5:15 - 7:30 p.m.

President's Reception with the Exhibitors - Conference Officially Begins!

Tuesday, August 23, 2022

7:30 - 8:30 a.m.

CSDA Board Meeting

7:30 - 8:30 a.m.

Continental Breakfast in the Exhibit Hall

8:45 - 10:45 a.m.

OPENING GENERAL SESSION

The Courage to Go Together: Three Questions to Change How You Work, Live and Lead

Shola Richards

AWARDS

- Staff Member of the Year Award
- Board Member of the Year Award
- General Manager of the Year Award
- New and Renewing SDLF Certified Special District Manager
- New Certificate in Special District Governance

11:00 a.m. - 12:00 p.m.

Breakout Sessions

12:15 - 1:30 p.m.

Exhibit Hall Lunch

1:45 - 3:00 p.m.

Breakout Sessions

3:45 - 4:45 p.m.

Breakout Sessions

5:00 - 6:30 p.m.

Mix and Mingle in the Exhibit Hall

Wednesday, August 24, 2022

8:00 - 8:45 a.m.

SDRMA Breakfast

8:45 - 10:30 a.m.

SDRMA KEYNOTE

Good Anxiety: Harnessing the Power of the Most Misunderstood Emotion

Dr. Wendy Suzuki

AWARDS

- SDRMA Awards
- New and Renewing SDLF Transparency Certificate of Excellence
- New and Renewing SDLF District of Distinction

10:45 a.m. - 12:00 p.m.

Breakout Sessions

11:00 a.m. - 12:00 p.m.

SDLF Board and Annual Meeting

12:15 - 1 :45 p.m.

Legislative Update Luncheon

AWARDS

- Innovative Project/Program of the Year Award (large district)
- Innovative Project/Program of the Year Award (small district)
- Exceptional Public Outreach & Advocacy Award (large district)
- Exceptional Public Outreach & Advocacy Award (small district)
- Recognition of Previous and Outgoing Board Members
- Ralph Heim Exceptional Outreach & Advocacy Award
- William Hollingsworth Award of Excellence

2:00 - 3:15 p.m.

Breakout Sessions

2:00 - 3:00 p.m.

CSDAFC Board and Annual Meeting

3:30 - 4:45 p.m.

Breakout Sessions

5:00 - 6:00 p.m.

SDRMA Member Reception *(Invite only)*

6:00 - 9:00 p.m.

SDLF Taste of the City - Casino Night *(All registered attendees)*

Thursday, August 25, 2022

8:00 - 10:00 a.m.

Closing Program - TBD

AWARDS

- Excellence in Technology Award
- Chapter of the Year Award
- ILG Beacon Awards

BOARD AGENDA REPORT

Date: June 7, 2022
Item Number: 8
APN: 062-020-010

**SUBJECT: APPROVE DEVELOPER AGREEMENT FOR REPLACEMENT OF MARRS PIPELINE
(APN: 062-020-010 – LGI HOMES-CALIFORNIA, LLC)**

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

LGI Homes-California, LLC, is the owner and developer of the parcel noted above. They are developing the property into a subdivision and improvements to the intersection of Santa Fe and Snedigar Avenues (Intersection) will be completed as part of that project. The OID Marris Pipeline crosses west across Snedigar Avenue and north across Santa Fe Ave at the Intersection. There is an existing unused standpipe and valve at the southwest corner of the Intersection which the developer wishes to remove. Due to potential impacts the road construction will likely have on the Marris Pipeline, OID has required the developer to replace the Marris Pipeline within the road right-of-way while the Intersection improvements are under construction.

The work consists of the replacement of the existing 12" concrete pipeline with 12" 100 PSI PIP PVC through the road right-of-way, removal of the existing concrete standpipe and valve, installation of two open air vents and replacement of a 12" inline valve which serves as the turnout for the parcel adjacent to the northwest corner of the Intersection. Construction plans have been reviewed and approved by OID, and OID staff have been working with the owner to complete the Developer's Procedures. Per the Developer's Agreement, OID staff will collect the necessary bonding and required insurance certificates, inspect construction of the pipeline replacement, and perform testing as necessary prior to acceptance of the replaced Marris Pipeline as an OID asset. OID Staff recommends approval of this Developer Agreement.

FISCAL IMPACT: A deposit has been collected to cover District inspection and staff time.

ATTACHMENT:

- Developer Agreement
 - Project Site map
-

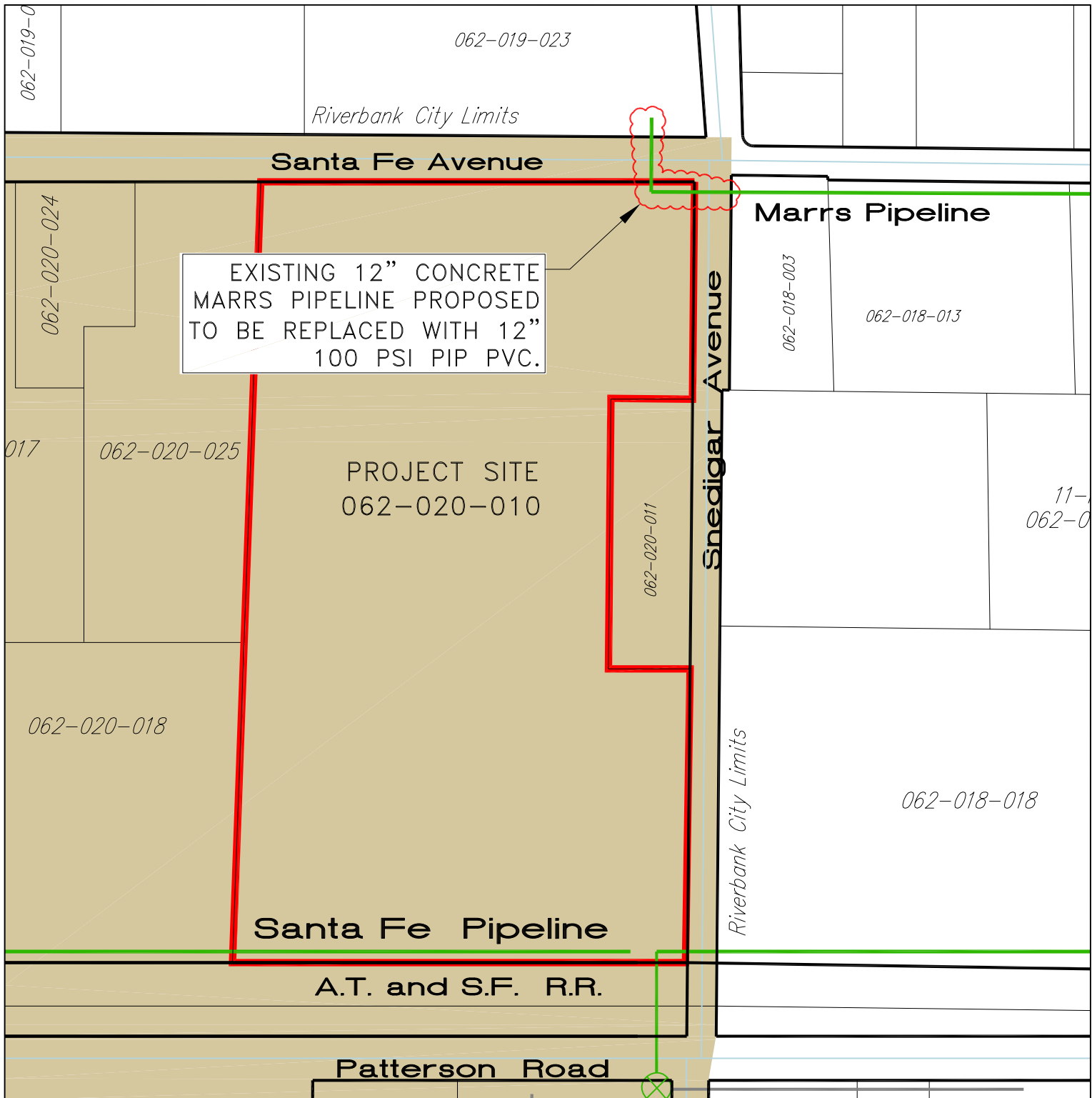
Board Motion:

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
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
DEVELOPER AGREEMENT
APN: 062-020-010
LGI HOMES-CALIFORNIA, LLC.



DATE: MAY 25, 2022
DRAWN BY: ECS
CHECKED BY: ECT

MARRS PIPELINE

NOT TO SCALE
SHEET 1 of 1

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East "F" Street
Oakdale, CA 95361

**DEVELOPER AGREEMENT
ON THE MARRS PIPELINE**

THIS AGREEMENT, executed this _____ day of June, 2022, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and LGI HOMES – CALIFORNIA, LLC., hereinafter referred to as "OWNER," sets forth agreements as follows:

WITNESSETH

WHEREAS, DISTRICT occupies easements and fee-owned lands for its irrigation and drainage facilities, and

WHEREAS, OWNER's property, identified as APN: 062-020-010 and more particularly described in the attached Exhibit "A" ("Subject Property") is subject to all or a portion of the DISTRICT easement for the Marrs Pipeline, and

WHEREAS, OWNER has title to the Subject Property and wishes to develop the Subject Property and in doing so make improvements and/or relocate the DISTRICT's irrigation facilities as authorized by the DISTRICT, and

WHEREAS, DISTRICT is willing to permit said development and provide OWNER with a revocable license to relocate the DISTRICT facilities, as authorized by the DISTRICT, provided the OWNER agrees to perform as herein below specified.

NOW, THEREFORE, it is agreed as follows:

I. CAVEATS

- 1) No work nor construction shall begin on this development until:
 - a. OWNER is in receipt of plans and drawings for this project approved in writing by DISTRICT.
 - b. DISTRICT is in receipt of the Performance Surety in the amount of \$33,100.00, the Labor and Materials Surety in the amount of \$16,550.00, and the Inspection and Staff Time Deposit in the amount of \$1,000.00.

- c. DISTRICT is in receipt of the Contractor's Certificate of Insurance, and a copy of the Contractor's License.
- d. DISTRICT has received Contractor's 48-hour advance notice of construction.
- e. DISTRICT is in receipt of a written Construction Schedule specifying a project completion date.
- f. OWNER has received, reviewed and signed Developers Procedures, which by their reference shall be considered as though written herein.
- g. Owner has complied with all requirements stated herein.

II. IMPROVEMENTS

1) Specifications

Subject to DISTRICT review and approval, OWNER may make improvements to DISTRICT facilities in order to carry out the purposes of this AGREEMENT. DISTRICT shall be exempt from all costs relating to said improvements. Such improvements shall be constructed in strict accordance with DISTRICT approved "O.I.D. Marrs Pipeline Replacement" improvement plans prepared by VVH Consulting Engineers, Inc. dated 02/02/2022, Project No. 10310300 (PLANS and DRAWINGS) only, and shall include all appurtenances necessary for the efficient delivery of irrigation water at "historical" flow rates. OWNER shall be responsible for the continuous, uninterrupted irrigation service in the above-named OID facilities during the course of construction if WORK has been authorized during the irrigation season. As to such improvements, OWNER shall be responsible for the completion and costs therefore with the actual work performed by OWNER and/or its CONTRACTORS, to OID STANDARD SPECIFICATIONS AND DRAWINGS, to those time constraints which are noted on "approved" PLANS and DRAWINGS prepared under OWNER's direction, which by their reference shall be considered as though written here-in. Additionally, OWNER shall, at OWNER's or successors in interest's cost: (a) perform required surveys and obtain necessary new easements, (b) install, per OID STANDARD SPECIFICATIONS AND DRAWINGS, suitable replacement pipelines and other facilities which will enable DISTRICT to properly irrigate lands situate downstream of Subject Property, all to be completed and ready for DISTRICT use on or before the start of the next Irrigation Season, and (c) fulfill the terms and conditions noted in the "STANDARD SPECIAL PROVISIONS" identified as Exhibit "B". Further, OWNER shall assure that the construction contract with OWNER'S CONTRACTORS contains "surety provisions" and "amounts" as required within the OID STANDARD SPECIFICATIONS AND DRAWINGS.

2) Corrective Actions

OWNER further agrees that the facilities of DISTRICT to which this AGREEMENT applies will be left, following the WORK, in as good or better condition than they were before this AGREEMENT was entered into. In the event the District General Manager, in his sole discretion, determines that the facilities are not left in as good or better condition than before this

AGREEMENT was consummated, OWNER agrees to immediately take such corrective action as the District General Manager directs, at the sole expense of OWNER and at no expense to DISTRICT. OWNER agrees, in the event that if he fails to make corrections requested by the District General Manager, that DISTRICT may make such corrections at OWNER's expense, and OWNER agrees to pay the cost of such corrections in full upon demand by DISTRICT. Further, repair and replacement of OWNER improvements following DISTRICT maintenance and/or reconstruction efforts shall be at the expense of OWNER. Additionally, OWNER acknowledges that any existing DISTRICT pipeline which OWNER may plan to improve does not presently leak and hereby agrees to pay all costs of repairs or replacement of said pipeline should it be determined by the District General Manager or his staff that the OWNER'S WORK has caused leakage or damage to said DISTRICT pipeline.

3) Time Limits For Performing WORK

DISTRICT has adopted "Time Limits" limiting the period of its approval. Should OWNER fail to substantially complete WORK in a timely manner and in accordance with PLANS and DRAWINGS, this "Time Limits" clause shall be applied. In no case shall the "Time Limits" for the completion of construction exceed ninety (90) days. Should the "Time Limits" be exceeded, DISTRICT reserves the right to terminate this AGREEMENT or to impose its current standards and requirements for WORK, ENCROACHMENTS, and DEVELOPMENT. OWNER acknowledges that failure of OWNER to strictly comply with the "Time Limits" could result in substantial damages to DISTRICT due to DISTRICT's obligations to, among other things, provide irrigation water to its members. The failure of DISTRICT to provide irrigation water could subject DISTRICT to liability; including, but not limited to claims for crop failures. With full knowledge of the DISTRICT's obligations, OWNER agrees to indemnify DISTRICT as set forth herein.

4) Secondary Easement

Upon DISTRICT's acceptance of the improvements completed by OWNER pursuant to this Agreement, DISTRICT shall retain its 30' secondary easement centered on the replaced Marrs Pipeline on APN: 062-020-010.

III. LICENSE

1) Nature of Right Conferred

DISTRICT intends hereby to assent only to a revocable license to enable OWNER to relocate the DISTRICT's facilities as provided herein. Nothing in this AGREEMENT constitutes a grant or other disposition of any land or interest in land, which is owned or otherwise occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this AGREEMENT shall not be considered as a representation by DISTRICT of the authority to grant any interest in land over,

across, nor under any property owned or controlled by any person other than DISTRICT, and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land. It is further agreed that any right granted to OWNER hereunder shall be inferior and subordinate to the rights of DISTRICT. Except as herein expressly permitted, OWNER shall not place nor permit to be placed on, in, across, or through DISTRICT's easements any building, structure, explosive, well, leach line, guy wire, nor any other obstruction, nor do or permit to be done, anything which may interfere with the full and exclusive enjoyment by DISTRICT of the easements owned by it. OWNER shall not authorize nor permit encroachment by others, nor utilize the area in any manner which may endanger or interfere with proper use and operation of any works or property of DISTRICT without first obtaining the written consent of DISTRICT.

III. GENERAL PROVISIONS

1) Indemnification

To the fullest extent permitted by law, OWNER shall defend with counsel acceptable to DISTRICT, indemnify, and hold DISTRICT, and DISTRICT's directors, employees, agents, consultants, contractors, attorneys, successors and assigns (collectively referred to herein as "Indemnified Parties") harmless from and against any and all claims, demands, actions, hearings, suits or any other proceedings, whether civil (including declaratory relief actions), criminal, arbitral, administrative, investigative or any alternative dispute resolution mechanism or any appeals, arising out of or relating to, directly or indirectly, this AGREEMENT, including, but not limited to actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from: (i) the work to be performed under this AGREEMENT; (ii) OWNER's interference with the DISTRICT's ability to deliver irrigation water, (iii) violation of any governmental law or regulation, compliance with which is the responsibility of OWNER. OWNER shall provide such defense and indemnity to Indemnified Parties regardless of the passive or active fault or negligence of Indemnified Parties, and regardless of whether OWNER is claimed or found to be at fault or negligent, except to the extent that such indemnity is void or otherwise unenforceable under applicable law. OWNER's duty to defend Indemnified Parties is separate and distinct from its duty to indemnify Indemnified Parties.

OWNER agrees to carry insurance for this purpose as set out in the STANDARD SPECIAL PROVISIONS. See Sections 2.1 through 2.3 for insurance specifications and coverage. OWNER'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by DISTRICT, or its directors, officers, employees, and/or agents.

2) LEGAL ACTION

In the event either party commences a legal action to enforce any of the terms and conditions of this AGREEMENT, the prevailing party in said action shall

be entitled to recover reasonable attorney's fees and costs incurred.

3) CONDITIONS PRECEDENT

OWNER acknowledges that all the foregoing constitute conditions precedent to DISTRICT granting the AGREEMENT herein requested and understands that the AGREEMENT would not have been granted in the absence of said conditions. This AGREEMENT shall be a covenant running with the Subject Property and shall be binding upon both DISTRICT and OWNER, their successors, heirs and assigns. DISTRICT reserves the right to terminate this AGREEMENT upon 60 days notice to OWNER, should OWNER fail to properly or timely perform any task required by this AGREEMENT.

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

OAKDALE IRRIGATION DISTRICT

"DISTRICT"

Scot A. Moody
General Manager/ Secretary

Date

Signatures continue on next page

"OWNER"

Keith Sprague
Vice President of Development
LGI Homes - California, LLC

Date

2251 Douglas Blvd., Suite 110
Roseville, CA 95661

EXHIBIT "A"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

The land referred to herein is situated in the County of Stanislaus, City of Riverbank, State of California, and is described as follows:

Parcel One:

All of Lots 267, 268, and 272 of Riverbank Irrigated Farms, as per map filed January 15, 1913 in Book 7 of Maps and Page 23, Stanislaus County Records.

Excepting from Lots 268 and 272 the following described parcel, to wit:

Beginning at the Northeast corner of Lot 268; thence West along the North line of said lot 111 feet; thence South and parallel with the East line of said Lots 268 and 272 a distance of 366.5 feet, thence East parallel with the North line of Lot 268 a distance of 111 feet to a point on the East line of 272; thence North along the East line of said Lots 268 and 272 a distance of 366.5 feet to the point of beginning.

APN: 062-020-010

EXHIBIT "B"

STANDARD SPECIAL PROVISIONS

1-1 DEFINITIONS, TERMS, AND ABBREVIATIONS

Whenever the following words or terms occur in all capitals within the DEVELOPER AGREEMENT, the STANDARD SPECIAL PROVISIONS, OLD STANDARD SPECIFICATIONS and DRAWINGS and the SPECIAL DISTRICT BOARD OF DIRECTORS CONDITIONS, their meaning shall be interpreted as follows:

AGREEMENT - The term AGREEMENT means the DEVELOPER AGREEMENT, the STANDARD SPECIAL PROVISIONS, SPECIAL DISTRICT BOARD OF DIRECTORS CONDITIONS, and the details and verbiage on approved PLANS and

DRAWINGS.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other combination thereof that has entered into the contract with the OWNER for the performance of WORK. The term "CONTRACTOR" means the CONTRACTOR, Sub-contractor or their authorized representative.

DISTRICT – The Oakdale Irrigation District (OID). The term DISTRICT or DISTRICT'S means the OID or its authorized representative.

OWNER - The term "OWNER" means the OWNER, OWNERS, Project Developer or its authorized representative.

PLANS and DRAWINGS - The PLANS and DRAWINGS and STANDARD SPECIFICATIONS or reproductions thereof, which show the location, character, dimensions, and details of WORK and the WORK UNIT to be done by the OWNER, which are approved in advance by DISTRICT.

STANDARD SPECIFICATIONS - Those DISTRICT specifications adopted for the purpose of constructing irrigation and drainage WORKS and/or domestic water system WORKS.

WORK - The furnishing of all equipment, materials, supplies, and services required by the PLANS and DRAWINGS, STANDARD SPECIFICATIONS, and any and all obligations, duties, and responsibilities assigned to, or undertaken by the CONTRACTOR pursuant to his agreement with the OWNER.

WORK UNIT - The WORK UNIT or WORK UNITS means those improvements and only those improvements for which PLANS and DRAWINGS and STANDARD SPECIFICATIONS are submitted by OWNER to DISTRICT and which is represented by OWNER to DISTRICT as a single unit of improvements to DISTRICT irrigation and drainage WORKS and facilities or a new addition to DISTRICT's domestic water system works or one administered by DISTRICT through an improvement district, which are approved in advance by DISTRICT.

1-2 SUPERVISION

OWNER shall supervise and direct WORK on the UNIT WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform WORK in accordance with the AGREEMENT and the approved PLANS and DRAWINGS and STANDARD SPECIFICATIONS.

OWNER shall be responsible to see that the installed equipment, materials, supplies, and services comply with the PLANS and DRAWINGS and STANDARD SPECIFICATIONS. The review by DISTRICT of OWNER'S PLANS and DRAWINGS and STANDARD SPECIFICATIONS is only to assure general conformity of OWNER'S development concept as it relates to DISTRICT'S irrigation and drainage needs and shall not be construed as relieving OWNER of the full responsibility for: providing materials, equipment, and WORK required by the development; and for performing WORK in a safe and efficient manner and otherwise

complying with the terms and conditions of the AGREEMENT.

1-3 **QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT**

All equipment, materials, and supplies shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article which shall be substantially equal, or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the OWNER is not, in the opinion of DISTRICT, equal or better in every respect to that specified within DISTRICT'S STANDARD SPECIFICATIONS, then OWNER must furnish the material, process, or article specified or one that in the opinion of DISTRICT is substantially equal or better in every respect. The finished WORK UNIT including all materials, equipment, and supplies provided by OWNER shall fully conform to all applicable state and federal safety laws, rules, regulations, and orders.

1-4 **OBSERVATION OF WORK BY DISTRICT**

DISTRICT shall at all times have access to the premises where the WORK UNIT is being performed and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the WORK UNIT. OWNER shall furnish DISTRICT timely notice of locations where WORK on the WORK UNIT will be performed and the periods during which construction on the WORK UNIT will be in progress at these locations so that DISTRICT may, if DISTRICT wishes, be present to observe the construction on the WORK UNIT.

The observation, if any, by DISTRICT, of the WORK UNIT shall not relieve OWNER of any of his obligations to complete the WORK UNIT as prescribed. Defective WORK UNITS shall be made good, and equipment, materials, and supplies furnished and workmanship, which are not in accordance with the approved PLANS and DRAWINGS and STANDARD SPECIFICATIONS, may be rejected notwithstanding the fact that such equipment, materials, supplies and workmanship have been previously observed by DISTRICT. Furthermore, OWNER acknowledges and agrees that it is OWNER'S responsibility to ensure that all WORK to be performed under the Agreement shall fully conform to all applicable state and federal safety laws, rules, regulations, and orders, including, but not limited to safety regulations.

1-5 **GUARANTEES/SURETY**

Besides guarantees required elsewhere, OWNER shall and hereby does guarantee all equipment, materials, and supplies furnished for a period of one year after the "Notice of Completion" for the WORK UNIT is recorded. The guarantee period for complete portions of the WORK UNIT so utilized or placed into service shall be one year commencing on the date DISTRICT records a "Notice of Completion" for said completed portion of the WORK UNIT. OWNER shall repair or remove and replace any and all WORK UNITS, together with any other WORK which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said guarantee period, without expense whatsoever to DISTRICT, ordinary wear, tear and

unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one week after notifying OWNER in writing, DISTRICT is hereby authorized to proceed to have the defects remedied and made good at the expense of OWNER who hereby agrees to pay the cost and charges therefore immediately on demand. The time for OWNER to remedy such defects may be reasonably extended at the DISTRICT'S discretion and with written approval. Such action by DISTRICT will not relieve OWNER of the guarantees required by this article or elsewhere in this AGREEMENT.

SURETY REQUIREMENTS:

For WORK UNITS costing less than \$10,000 - No sureties required.

For WORK UNITS costing more than \$10,000 - Surety required.

OWNER shall not, nor shall it permit any CONTRACTOR to perform construction work on the WORK UNIT until DISTRICT has received an acceptable form of Surety in the sum equal to one hundred percent (100%) of the WORK UNIT as determined by Engineer's estimate as the Performance Surety and fifty percent (50%) of the Performance Surety as determined by Engineer's estimate for Labor and Material Surety for any project. The Surety may be in the form of any of the following:

- Bond issued by a corporate surety company authorized to issue such bonds in the State of California.
- Cashier's check payable to DISTRICT.
- Negotiable Certificate payable to DISTRICT (i.e. Certificate of Deposit etc.)
- All negotiable instruments shall be provided to DISTRICT Engineer and held by DISTRICT Finance Director for the term required herein.
- An Irrevocable Standby Letter of Credit issued by a financial institution authorized to issue such bonds in the State of California.

OWNER may meet DISTRICT's surety requirements by providing DISTRICT written proof that DISTRICT is named on another surety held by another government agency. Said surety must provide for DISTRICT collection against said surety without the permission of the other agency.

The Performance Surety shall continue in full force and effect for thirty-five (35) days after DISTRICT has recorded a "Notice of Completion". The condition of the Performance Surety shall be such that if the principal shall keep and perform the covenants and conditions of the contract for the WORK UNIT and shall indemnify and keep harmless DISTRICT and its agents, the obligation thereof shall be null and void and otherwise the same shall remain in full force and effect.

The Labor and Material Surety shall continue in full force and effect for ninety days after DISTRICT has recorded a "Notice of Completion".

The OWNER shall submit to DISTRICT'S Engineer a Warrantee Surety in the amount of ten percent (10%) of the Performance Surety prior to DISTRICT'S Board of Directors accepting the WORK UNIT. The Warrantee Surety shall run for 12 months (from the time DISTRICT records a "Notice of Completion") or for such longer

period as provided by law. Any form of Surety shall provide that no change, extension of time, alteration, or addition to the terms of the AGREEMENT, or the WORK to be performed hereunder, or the PLANS and DRAWINGS and STANDARD SPECIFICATIONS shall in any way affect its obligation on the surety, and the Surety waives notice thereof.

If, in the opinion of DISTRICT, defective equipment, materials, or supplies creates a dangerous condition or requires immediate correction or attention to prevent further loss to DISTRICT or to prevent interruption of operations of DISTRICT, DISTRICT will attempt to give the notice required by this article. If OWNER cannot be contacted or does not comply with DISTRICT'S request for correction within a reasonable time as determined by DISTRICT, DISTRICT may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against OWNER. Such action by DISTRICT will not relieve OWNER of the guarantees required by this article or elsewhere in the AGREEMENT or STANDARD SPECIFICATIONS.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or any items for which a manufacturer or supplier gives a guarantee for a longer period. OWNER agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish DISTRICT all appropriate guarantees or warranty certificates upon completion of the WORK UNIT. No guarantee period whether provided for in this article or elsewhere shall in any way limit the liability of OWNER or his sureties or insurers under the indemnity or insurance provisions of this AGREEMENT.

1-6 **TIME FOR COMPLETION AND DAMAGES DUE TO DELAY**

OWNER shall complete all or any designated portion of the WORK UNIT called for under this AGREEMENT within the time set forth on the PLANS and DRAWINGS or STANDARD SPECIFICATIONS. Time is of the essence under this AGREEMENT.

Failure of OWNER to perform any covenant or condition contained in this AGREEMENT within the time period specified shall constitute a material breach of this AGREEMENT entitling DISTRICT to immediately terminate the AGREEMENT or seek such remedies as are allowed by Law including, but not limited to such remedies as any form of surety issued for DISTRICT'S benefit. Failure of DISTRICT to insist upon the performance of any covenant or condition within the time period specified in this AGREEMENT shall not constitute a waiver of OWNER'S duty to complete performance within the designated periods unless the waiver is in writing.

DISTRICT'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in this AGREEMENT. Failure of OWNER to complete performance of the WORK UNIT promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this AGREEMENT entitling DISTRICT to terminate the AGREEMENT or seek such remedies as are allowed by law including, but not limited to such remedies as any form of surety issued for

DISTRICT benefit.

1-7 **USE OF COMPLETED PORTIONS**

When the WORK UNIT or any portion of it has been delivered and is sufficiently complete to be utilized or placed into service, DISTRICT shall have the right to utilize such portions of the WORK UNIT and to place the operable portions into service and to operate same.

Nothing in this article shall be construed as relieving OWNER of the full responsibility for completing the WORK UNIT in its entirety and for making good defective equipment, materials, and supplies. Such utilization or operation by DISTRICT shall not be deemed a completion and acceptance and shall not relieve OWNER, his sureties, or insurers of the provisions of the section on OWNER'S sureties, or insurers of the provisions of the section on OWNER'S INSURANCE, the article on INDEMNITY, and the article on GUARANTEES.

1-8 **OBSERVING LAWS AND ORDINANCES**

OWNER shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. OWNER shall be liable for all violations of the law in connection with work furnished by OWNER. If the OWNER observes that the PLANS and DRAWINGS or STANDARD SPECIFICATIONS are at variance with any law or ordinance, rule or regulation, he shall promptly notify DISTRICT'S ENGINEER in writing and any necessary changes shall be made by written instruction or change order. If the OWNER performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to DISTRICT'S ENGINEER, OWNER shall bear all costs arising therefrom.

1-9 **PERMITS AND LICENSES**

OWNER shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the WORK.

1-10 **RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES**

OWNER shall be responsible for all claims, demands, or liability from any cause arising out of or resulting from or in connection with the performance of the WORK, excepting only those as may be caused solely and exclusively by the fault or negligence of DISTRICT or its directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the WORK UNIT as well as during the progress of the WORK.

1-11 **SAFETY**

OWNER shall execute and maintain his work so as to avoid injury or damage to any person or property. OWNER shall comply with the requirements of the STANDARD SPECIFICATIONS relating to safety measures applicable in particular operations or

kinds of work.

In carrying out his work, OWNER shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include but not be limited to, adequate life protection, and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

1-12 **PERSONAL LIABILITY**

No director, officer, employee, consultant, or agent of DISTRICT shall be personally responsible for any liability arising under or by virtue of this AGREEMENT.

1-13 **WARRANTY OF TITLE**

No materials, supplies, or equipment for the WORK UNIT under this AGREEMENT shall be subject to any security agreement or other agreement by which an interest therein or any part thereof is retained by any supplier. OWNER warrants clear and good title to all equipment, materials, and supplies furnished and agrees to furnish all equipment, materials, supplies, and services to DISTRICT free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any equipment, material, supplies, or labor for the WORK UNIT covered by this AGREEMENT shall have any right to a lien upon anything furnished or the premises where anything furnished is installed.

1-14 **TERMINATION FOR BREACH**

If OWNER refuses or fails to prosecute the WORK UNIT or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete such WORK within such time, or if he or any of his CONTRACTORS, should violate any of the provisions of this AGREEMENT, DISTRICT may, without prejudice to any other right or remedy, serve written notice upon OWNER, his CONTRACTOR and any Surety of DISTRICT'S intention to terminate this AGREEMENT, said notice to contain the reasons for such intention to terminate this AGREEMENT, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, this AGREEMENT shall upon the expiration of said ten days cease and terminate.

In the event of any such termination, DISTRICT may take over the WORK UNIT and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of OWNER, and any Surety shall be liable to DISTRICT for any excess cost or other damage occasioned DISTRICT

thereby, and in such event DISTRICT may, without liability for so doing, take possession of any equipment, materials, or supplies furnished or in transit. For any portion of such WORK UNIT that DISTRICT elects to complete by contract or by furnishing its own employees, materials, tools, and equipment, OWNER shall compensate DISTRICT for completing such WORK UNIT.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

1-15 **WAIVER OF RIGHTS**

Except as otherwise specifically provided, no action or failure to act by the DISTRICT shall constitute a waiver of any right or duty afforded under this AGREEMENT and referenced PLANS and DRAWINGS and STANDARD SPECIFICATIONS nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder.

1-16 **RECORD DRAWINGS**

Upon completion of the WORK UNIT, OWNER shall deliver to DISTRICT; record drawings in a form acceptable to DISTRICT'S Authorized Representative. OWNER shall submit copies of all Computer Aided Drafting Design (CADD) files if CADD was used in the design of the project. DISTRICT shall not accept the WORK UNIT until this provision has been fulfilled. The Authorized Representative for DISTRICT shall be either DISTRICT'S General Manager or DISTRICT'S Engineer. When DISTRICT'S Authorized Representative determines that the WORK UNIT has been completed according to the PLANS and DRAWINGS and STANDARD SPECIFICATIONS and when suitable record drawings have been submitted, DISTRICT'S Authorized Representative shall notify both DISTRICT'S Board of Directors and OWNER that the WORK UNIT has been accepted and identify the effective date which the minimum guarantee period of one year shall begin.

1-17 **STORM DRAINAGE**

OWNER shall assume the responsibility of managing and conveying storm drainage and miscellaneous incidental flows that may enter DISTRICT facilities upstream of and in the area of the WORK UNIT. All such work necessary to meet this requirement shall be at the expense of OWNER.

1-18 **PAYMENT OF FEES AND CHARGES**

OWNER shall pay DISTRICT all fees and project related charges prior to the Board of Directors acceptance of the project as it relates to the WORK UNIT.

OWNER'S INSURANCE

2-1 **GENERAL**

OWNER shall not commence or continue to perform any WORK unless he, at his own expense, has in full force and effect all required insurance. OWNER shall not permit any CONTRACTOR to perform WORK on DISTRICT easements or begin

construction on the WORK UNIT until DISTRICT is provided proof that the Worker's Compensation Insurance requirements have herein been complied with by each CONTRACTOR of OWNER.

The types of insurance the CONTRACTOR shall obtain and maintain are Worker's Compensation Insurance, Liability Insurance, and "All Risk" Insurance.

Worker's Compensation Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

As evidence of specified insurance coverage, OWNER shall provide to DISTRICT certificates of insurance and endorsements on the forms satisfactory to DISTRICT, which shall name DISTRICT as an additional insured.

2-2 **WORKER'S COMPENSATION INSURANCE**

Prior to construction, OWNER shall obtain from his CONTRACTORS and provide copies to DISTRICT certificate(s) of insurance certifying that he has obtained for the period of the contract full Worker's Compensation Insurance coverage for all persons whom he employs or may employ in carrying out WORK under the development. This insurance shall be in strict accordance with the requirements of the most current and applicable state Worker's Compensation Insurance laws.

By his signature hereunder, OWNER certifies that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work contemplated under this AGREEMENT.

OWNER and all CONTRACTORS shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site on subject property, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the OWNER shall defend, protect and save harmless DISTRICT, its directors, officers, employees, and agents from and against all claims, suits, and actions arising from any failure of OWNER or any CONTRACTOR to maintain such insurance. Before beginning WORK, OWNER shall furnish to DISTRICT satisfactory proof that he has taken out for the period covered by the WORK under this AGREEMENT, full compensation insurance for all persons employed directly by him or through CONTRACTORS in carrying out the work contemplated under this AGREEMENT, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code, State of California, and any Acts amendatory thereof.

OWNER shall provide employer's liability insurance in the amount of, at least,

\$1,000,000 per accident for bodily injury or disease.

OWNER shall provide DISTRICT with a certificate of Workers' Compensation and Employer's liability insurance coverage.

OWNER shall, upon demand of DISTRICT, deliver to DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon; and should OWNER neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to DISTRICT, then it shall be lawful for DISTRICT to obtain and maintain such insurance, and OWNER hereby appoints DISTRICT his true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by DISTRICT for insurance premiums under the provisions of this article shall be charged to OWNER.

2-3 **LIABILITY INSURANCE**

Prior to construction on the WORK, OWNER shall provide a certificate(s) of insurance showing that both he and his CONTRACTORS have Liability Insurance coverage in limits not less than the amounts set forth herein below. At the same time, OWNER shall provide the insurance endorsement(s) on forms acceptable to DISTRICT.

Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in the article entitled INDEMNITY. Included in such insurance shall be "Gross Liability" or "Severability of Interest" clauses.

The Liability Insurance coverage shall include each of the following types of insurance:

- A. General Liability
 - (1) Comprehensive Form
 - (2) Manufacturers' and CONTRACTORS'
 - (3) Products/Liability
 - (4) Contractual CONTRACTORS
 - (5) Independent CONTRACTORS
 - (6) Personal Injury
- B. Automobile Liability
 - (1) Owned
 - (2) Hired
 - (3) Non-Owned

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

- 1) Insurance Services Office (ISO) Commercial General Liability coverage (Occurrence Form CG 0001).
- 2) Insurance Services Office Business Auto Coverage (Form CA 0001) covering Symbol 1 (any auto).

The Liability Insurance shall include as additional insured: the DISTRICT, its directors, officers, agents, attorneys, consultants and employees. The insurance afforded to these additional insured shall be primary insurance. If the additional

insured have other insurance, which might be applicable to any loss, the amount of the insurance provided under this article on LIABILITY INSURANCE shall not be reduced or prorated by the existence of such other insurance.

As pertains to the Liability Insurance requirements of this provision, both OWNER and CONTRACTOR with DISTRICT as a named additional insured shall maintain the following "minimum" coverage.

The OWNER shall maintain limits no less than the following:

- 1) General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2010, CG 2033, or insurer's equivalent endorsement provided to the DISTRICT) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability - One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- 1) DISTRICT, its directors, officers, employees, and agents are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of OWNERS, products and completed operations of OWNER, premises owned, occupied or used by OWNER, or automobiles owned, leased, hired or borrowed by OWNER. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, and agents.
- 2) For any claims related to this project, OWNER'S insurance shall be the primary insurance with respect to the DISTRICT, its directors, officers, employees, and agents. Any insurance or self-insurance maintained by DISTRICT, its directors, officers, employees, and agents shall be excess of OWNER'S insurance and shall not contribute with it.
- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DISTRICT, its directors, officers, employees, and agents.
- 4) OWNER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written

notice by certified mail, return receipt requested, has been given to DISTRICT.

Such liability insurance shall indemnify OWNER and his CONTRACTORS against loss from liability imposed by law upon, or assumed under contract by, OWNER or his CONTRACTORS for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to DISTRICT, which includes a cross-liability clause, and covers bodily injury and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability. Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. DISTRICT, its directors, officers, employees, and agents shall be named as additional primary insured on any such policies. An additional insured endorsement (ISO CG 2010 or equivalent) (modified to include provisions 1 - 5 above) and a certificate of insurance (Accord Form 25-S or equivalent) shall be provided to DISTRICT.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by DISTRICT. At the option of DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its directors, officers, employees, and agents; or OWNER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A: VII or equivalent.

Builder's Risk Insurance - OWNER shall provide and maintain Builder's Risk Insurance covering all risks of direct physical loss, damage or destruction to the WORK in the amount specified, to insure against such losses until final acceptance of the WORK UNIT by DISTRICT. Such insurance shall include explosion, collapse, underground excavation and removal of lateral support. DISTRICT shall be named as an additional primary insured on any such policy. The making of progress payments to OWNER shall not be construed as creating an insurable interest by or for DISTRICT or be construed as relieving the OWNER or his CONTRACTORS of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the WORK UNIT by DISTRICT. The insurer shall waive all rights of subrogation against DISTRICT. OWNER shall provide DISTRICT with a certificate of insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against DISTRICT.

Evidences and Cancellation of Insurance - Prior to execution of the contract, OWNER shall file with DISTRICT evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate. The type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to DISTRICT at least thirty (30) days prior to the effective date of any cancellation, lapse of material change in the

policy.

END - STANDARD SPECIAL PROVISIONS

OWNER has read **Exhibit "B" STANDARD SPECIAL PROVISIONS** to the AGREEMENT, consisting of Pages 8 to 19 and acknowledges that same constitute part of the AGREEMENT.

Owner(s)

Keith Sprague
Vice President of Development
LGI Homes - California, LLC
2251 Douglas Blvd., Suite 110
Roseville, CA 95661



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF JUNE 7, 2022

BOARD AGENDA REPORT

Date: June 7, 2022
Item Number: 9
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON THE APPOINTMENT OF SECRETARY TO THE BOARD OF OAKDALE IRRIGATION DISTRICT

RECOMMENDED ACTION: Approve Appointment of Scot A. Moody as Secretary to the Board of Oakdale Irrigation District (OID)

BACKGROUND AND/OR HISTORY:

Water Code §21376 states that at its organizational meeting the board shall “appoint a Secretary who shall each hold office during the pleasure of the board.”

In adherence to the *Water Code* §21376 and the Board Guidelines revised and adopted January 19, 2021, the Board appoints the Officers of the District including the Secretary of the Board. With the recent hiring of new General Manager Scot A. Moody, the position is currently being held as Interim Board Secretary by Sharon Cisneros, Chief Financial Officer. Historically, the General Manager has been appointed as the Board Secretary.

The recommended action is that the Board appoint Scot A. Moody, General Manager, as Secretary to the Board.

FISCAL IMPACT: None

ATTACHMENTS: None

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 AGENDA REPORT

Date: June 7, 2022
Item Number: 10
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION FOR DESIGNATION OF BANK ACCOUNT SIGNATORIES

RECOMMENDED ACTION: Approve Adoption of Resolution for Designation of Bank Account Signatories

BACKGROUND AND DISCUSSION:

The attached resolution is submitted for the authorization of new signatories on District's bank accounts as the result of hiring of the new General Manager

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution No. 2022-NIL, Designation of Bank Accounts and Signatories
-

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:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2022-NIL**

DESIGNATION OF BANK ACCOUNTS AND SIGNATORIES

REPLACES RESOLUTION NO. 2020-37

WHEREAS, the Treasurer of the Oakdale Irrigation District, maintains the various checking and savings accounts listed below for the District, and

WHEREAS, the Board of Directors of said District desires that specific persons be authorized to deposit funds in and withdraw funds from said accounts, with the full power to endorse and sign documents required to accomplish such purposes.

NOW THEREFORE, BE IT RESOLVED, that the specific accounts referred to and the persons designated to sign on each of said accounts together with their respective official titles, are as follows:

<u>BANK</u>	<u>ACCOUNT DESCRIPTION</u>	<u>SIGNATORIES</u>
LAIF	OID and Improvement Districts' Investment Fund	Scot A. Moody, Secretary Sharon Cisneros, Treasurer
Oak Valley Community Bank	Business checking (A/P, Payroll)	Thomas D. Orvis, President Brad DeBoer, Vice President Scot A. Moody, Secretary Sharon Cisneros, Treasurer
Oak Valley Community Bank	Demand Savings	Scot A. Moody, Secretary Sharon Cisneros, Treasurer
Bank of the West	OID Imp. District's Checking	Scot A. Moody, Secretary Sharon Cisneros, Treasurer
Union Bank of California	Third-party Custodial Account	Scot A. Moody, Secretary Sharon Cisneros, Treasurer

BE IT FURTHER RESOLVED, that the following conditions are applied to the following bank accounts:

Account: Oak Valley Community Bank Business Checking

Conditions: **All checks require two signatures (facsimile accepted).** One from the President or Vice President of the Board of Directors and one from the Secretary or Treasurer.

Upon motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above resolution was unanimously adopted at the meeting of the Board of Directors of the Oakdale Irrigation District this 7th day of June 2022 by the following roll call

vote:

Director Tobias
Director Doornenbal
Director Orvis
Director Santos
Director DeBoer

The motion passed by a x-x vote.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary

BOARD AGENDA REPORT

Date: June 7, 2022
Item Number: 11
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO CANCEL THE JULY 5, 2022 BOARD MEETING AND HOLD A SPECIAL BOARD MEETING ON JULY 19, 2022 AT 9:00 A.M.

RECOMMENDED ACTION: Cancel the July 5, 2022 Board Meeting and hold a Special Board Meeting on July 19, 2022 at 9:00 a.m.

BACKGROUND AND/OR HISTORY:

The 2020 Eastern San Joaquin Subbasin (ESJ) Groundwater Sustainability Plan (GSP) was determined to be incomplete and formal notification was provided by the Department of Water Resources (DWR) in January 2022 that the Groundwater Sustainability Agencies (GSAs) had 180 days to address the identified deficiencies. An amended GSP is currently being drafted to satisfy the objectives of the Sustainable Groundwater Management Act and comply with the GSP Regulations. The draft amended ESJ GSP is anticipated to be available for review and subsequent adoption by mid-July and will need to be adopted by the OID GSA prior to final approval by the ESJ Groundwater Authority and submittal to DWR no later than July 27, 2022.

Staff is requesting a special board meeting be held on July 19, 2022 at 9:00 a.m. to hold a Public Hearing and consider adoption of the amended ESJ GSP. Being respectful of everyone's time and due to a lack of urgent business before proposed July 19, 2022 special board meeting, staff is also recommending that the regularly scheduled July 5, 2022 Board Meeting be canceled.

FISCAL IMPACT: N/A

ATTACHMENTS:

➤ N/A

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 AGENDA REPORT

Date: June 7, 2022
Item Number: 12
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO PROCEED WITH SOLICITATION OF BIDS FOR CONSTRUCTION OF THE SEGMENT 3 REHABILITATION PROJECT

RECOMMENDED ACTION: Proceed with solicitation of bids for construction of the Segment 3 Rehabilitation Project

BACKGROUND AND/OR HISTORY:

Segment 3 is located on the South Main Canal through the Wilms Ranch downstream of Flume #2 over Wildcat Creek to approximately 300 feet downstream of the Wilms Siphon. The existing shotcrete lining in this section of the South Main Canal is deteriorating in several sections and a number of significant leaks and seeps have been identified along the west canal bank. OI crews have performed some temporary patching and repair in these areas, but the need for long term improvements remains.

Staff previously employed with Condor Earth who are now employed by Provost and Pritchard Consulting Group (P&P) have prepared drawings for recommended improvements to this canal reach. These improvements include placing new shotcrete and concrete canal liners, placing shotcrete and concrete liner overlays, and mending existing concrete liner. The recommended work also includes improvements at two canal access ramps. While minor leaks have also been observed through multiple joints in the Wilms Siphon, the concrete siphon pipeline is generally in good condition. Given the limited timeline for construction in the winter and the logistical difficulty in completing long term siphon repairs during the same winter outage, staff is recommending proceeding with the Segment 3 canal improvements in the 2022/23 winter and delaying the Siphon repairs for another time contingent upon available budget and priority.

The Engineer's Estimate of Probable Construction Costs for the Segment 3 Project inclusive of construction management services from P&P was \$1,844,337. This project is not budgeted in the 2022 Capital Budget; however, staff recommends proceeding with this project over the 2022/23 winter outage in an effort to keep up with the ongoing maintenance needs in critical OI infrastructure as outlined in the Water Resources Plan. At the time of the award of the bid, staff will request an amendment increasing the 2022 Capital Budget and request utilization of the Capital Replacement and Improvement Reserve funds in the amount of \$2,500,000. The proposed estimated budget amendment includes Project construction, construction management costs and a 20% contingency for unknowns and potential project cost escalations.

FISCAL IMPACT: Est. \$2,500,000 inclusive of construction management and 20% contingency

ATTACHMENTS:

- Segment 3 Rehabilitation – Engineer's Preliminary Opinion of Probable Cost
-

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:

Table 1
Summary - Engineer's Preliminary Opinion of Probable Construction Cost
Segment 3 Rehabilitation
Oakdale Irrigation District
P&P Project No. 1783-22-001
5/25/2022

Item No.	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Estimated Cost
1	Mobilization and Demobilization				
A	Site Mobilization	1	LS	\$ 250,000	\$ 250,000
B	Site Demobilization	1	LS	\$ 50,000	\$ 50,000
Subtotal					\$ 300,000
2	Stormwater Management/Access Improvements and Maintenance				
A	SWPPP, EPS, facilities, materials, operations, etc.	1	LS	\$ 90,000	\$ 90,000
B	Access Improvements and Maintenance	1	LS	\$ 50,000	\$ 50,000
Subtotal					\$ 140,000
3	Canal Shotcrete Liner				
A	2" FRS Overlay	5,062	SF	\$ 6.60	\$ 33,409
B	4" FRS Liner	41,172	SF	\$ 12	\$ 509,709
C	Backfill Shotcrete	200	CY	\$ 400	\$ 80,000
D	Top Liner Detail 3	230	LF	\$ 100	\$ 23,000
Subtotal					\$ 646,119
4	Canal Concrete Invert				
A	2" Overlay	4,000	SF	\$ 4	\$ 16,000
B	4" Fiber Reinforced Invert Overlay	1,656	SF	\$ 8	\$ 13,248
C	6" Fiber Reinforced Invert	19,105	SF	\$ 12	\$ 229,260
D	6" Steel Reinforced Invert	5,474	SF	\$ 15	\$ 82,110
E	Compacted Road Base	200	CY	\$ 20	\$ 4,000
Subtotal					\$ 344,618
5	Canal Access Ramps				
A	Upstream: Grading, 6" reinforced invert, 4" shotcrete wall	1	LS	\$ 33,000	\$ 33,000
B	Downstream: Grading, 6" reinforced invert, 4" shotcrete wall	1	LS	\$ 39,900	\$ 39,900
Subtotal					\$ 72,900
6	Miscellaneous				
A	Offsite disposal of soil and rock spoils	690	LCY	\$ 30	\$ 20,700
B	Offsite disposal of concrete and waste	50	CY	\$ 225	\$ 11,250
C	Cutoff/Keyway wall (4" FRS Walls w/WWF, rebar doweling, 6" FRC & rebar invert, cutoff wall, etc.)	1	LS	\$ 6,000	\$ 6,000
D	Rip rap behind cutoff keyway/wall	22	TON	\$ 125	\$ 2,750
Subtotal					\$ 40,700
Total Construction Cost Estimate (Items 1 through 6)					\$ 1,544,337

Construction Management, Engineering, Testing/Inspection and CEQA Monitoring - PENDING INFO	
Construction Management, Inspection/Testing Services, Construction Engineering	\$ 300,000
Total Construction Management	\$ 300,000

Project Subtotal	\$ 1,844,337
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20% Budget Contingency for Unknowns/Miscellaneous/Cost Escalation	\$ 368,867
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SUGGESTED TOTAL PROJECT BUDGET	\$ 2,213,204
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BOARD AGENDA REPORT

Date:	June 7, 2022
Item Number:	13
APN:	N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO DIRECT STAFF TO SOLICIT INTEREST IN A 10-YEAR OUT-OF-DISTRICT WATER SALE PROGRAM

RECOMMENDED ACTION: Direct staff to solicit interest in a 10-year Out-of-District Water Sale Program

BACKGROUND AND/OR HISTORY:

The Water Resources Plan (2007) identified the issues OID had been discussing and working on since 1995. It is the protection of the district's water rights, the need to put the district's water to full reasonable and beneficial use, to maximizing water supply reliability and resiliency for OID landowners, for generating revenue to fund capital improvements and, ensuring that during any regulatory process, these goals will be maintained.

In 1999, the district was able to secure regulatory certainty with the State Water Board's (SWB) adoption of D-1641. The district was able to transfer 25,000 acre feet during the VAMP years to Reclamation. In addition, the district was able to transfer 15,000 acre feet every year to SEWD. During this time (1999-2010), all of the district's goals stated above were met.

Since then, water transfers have been a sporadic, hit and miss opportunity in fulfilling the district's revenue goals. In the last ten years the district has made spot water market releases and transfers to the west side, annexed Trinitas, worked on transferring water to City and County of San Francisco (CCSF), looked at a five year out of district contract in the Paulsell Valley, went through Phase 1 of the WQCP, and started SGMA compliance. The question again before the Board is the same question faced in 1995 with the adoption of the WQCP and 2010 with the end of the VAMP, that is, "How best to proceed in continuing to implement the district's goals?"

Water transfers

The ability to transfer water has changed dramatically in the last ten years. The major change is Reclamation's position that the district cannot transfer water that it could not have consumptively used in the district pursuant to the 88 Agreement. In addition to this change, Reclamation also takes the position under the "White Paper" that only "conserved" water can be transferred.

OID has been engaged for over a year in an attempt at resource sharing with the Tuolumne Basin. That effort has not come to fruition.

SEWD's contract with Reclamation has been renewed. They are no longer in the market for water except in Critically Dry (CD) years. In CD years, the district may not have the resources available to supply these infrequent needs.

Therefore, the low hanging fruit of moving water at little to no cost at higher prices appears to be waning, or no longer available to the district.

WQCP - Phase 1

Phase 1 commenced in 2010. From 2010 until 2018, the district participated in discussions to get a VAMP like settlement agreement. Unfortunately, no such agreement could be reached. In 2018, the SWB adopted Phase 1 of the WQCP. Phase 1 of the WQCP was to be implemented by 2022. The State initiated settlement discussions to get an agreement on implementing Phase 1 in 2019. Those discussions broke down in 2021. The SWB at the end of 2021 stated they would commence a regulatory process to implement Phase 1 in 2022. The regulatory process will take two years to complete according to SWB staff.

The state has recently reached out to start settlement discussions again. The State's position has not changed so the likelihood of a success is extremely small. In the period from 2010 to 2021, the district was looking to use up to 25,000 acre feet to help settle the dispute. This water is now off the table and available to the district.

It is staff's expectation that if the SWB adopts a regulation in 2024 that it will be challenged in court. It is water counsel's opinion that a preliminary injunction will be issued preventing the implementation of Phase 1 until the litigation is completed. The litigation will take at least 8 years. The challenge to Phase 1 of the WQCP is ongoing. It has approximately 5 more years to go until it is completed. If the court rules for the petitioners, then the SWB must start the WQCP process from the start. This of course would stop the Implementation Phase 1. If this occurs, it could be an additional 10 years until there is a WQCP to implement.

With no legal certainty on the horizon for a minimum of 10-20 plus years and no settlement in-sight, the district needs to put its water to reasonable and beneficial use.

SGMA

In 2014, the State of California passed SGMA legislation. GSAs were formed. The two-groundwater basins that OID is in have both prepared GSPs. It is clear in the Modesto groundwater basin that the area to the east of OID will need supplemental water or face significant loss of acreage. The GSP proposes supplemental surface water supplies coming from OID and MID to service these areas.

OID will be looked to as a provider of supplemental surface water to mitigate the impacts being caused by groundwater pumping outside the district. The district needs to look towards implementable projects that can fulfill the district's goals as stated above. It is staff's recommendation that the district look to projects that can be implemented on a short-term basis and, or trial basis for 5-20 years.

Projects under consideration should have little to no stranded capital costs to OID if the regulatory processes above change sooner than expected.

10-Year Out-of-District Water Sale Program

In an effort to comply with the Sustainable Groundwater Management Act (SGMA), Groundwater Sustainability Plans (GSPs) in both the Eastern San Joaquin Subbasin and the Modesto Subbasin GSPs have been submitted to DWR. Although groundwater (GW) operations within OID's service area have been determined to be sustainable, groundwater levels in OID have continued to fall due to the influence from pumping in the Non-District East (NDE) area for their groundwater dependent agricultural operations.

Water supply projects were identified in the GSPs as the preferred alternative for bringing the subbasins into sustainability with management actions, including demand reduction and/or extraction fees, being the fall back if those projects are not initiated in a timely manner or are insufficient in addressing the overdraft. Recently OID received the attached correspondence on behalf of the NDE growers in the

Modesto Subbasin requesting the opportunity to initiate planning level discussions on the conceptual projects identified in the Modesto Subbasin GSP. One of those projects being surface water supply from OID to the NDE.

Funding up to \$20M per GW Subbasin is anticipated to be available during Round 2 of the Sustainable Groundwater Management Grant Program (Grant). OID may wish to consider working through preliminary design of a NDE GW sustainability project (i.e. Paulsell Lateral expansion) or a series of projects (i.e. NDE turnouts or pipelines) with the intent of being in a position to submit a Grant application. Local OOD water sales from OID to NDE lands have occurred for many years on an annual basis when pre-1914 water supply, surplus to OID's needs, is available. Unfortunately, only an average of approximately 6 TAF have been delivered to OOD lands on an annual basis. The need for and cost of private conveyance infrastructure for many of these NDE lands is a contributing factor, along with a lack of conveyance capacity in OID facilities during high in-district flow periods.

At this time staff is seeking direction to solicit interest in a 10-year OOD Water Sale Program (Program) under the attached draft Program Terms and Conditions. OID believes it currently has approximately 25,000 AF of conserved water to make available for the Program. Program enrollment is proposed to be limited to those that previously applied for the 5-year OOD Water Sale Program in an effort to expedite implementation and provide for a minimum of 2 AF per irrigated acre to be available to all Program participants (+/-11,275 irrigated acres). The OOD water price is proposed to be \$200 per AF given the long term water commitment and OID's need to generate \$7M annually to keep up with OID's long-term maintenance and capital improvement requirements as identified in the Water Resources Plan. As these OID improvements continue, additional water will be conserved and could be made available at the Board's discretion to these or additional OOD lands. Upon receipt of the Board's approval, staff would anticipate bringing back final Program terms for the Board's consideration at the July meeting.

FISCAL IMPACT: Staff time for solicitation and final term preparation. All subsequent costs are anticipated to be paid by Program applicants.

ATTACHMENTS:

- March 15, 2022 Letter from Non-District East interest group
- Draft 10-Year OOD Water Sale Program Terms and Conditions

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:

March 15, 2022

Received

MAR 17 2022

Oakdale ID

Board of Directors
Oakdale Irrigation District
1205 E F Street
Oakdale, CA 95361

Re: Modesto Subbasin – Sustainable Groundwater Management

Dear Directors:

As you know, the Stanislaus and Tuolumne Rivers Groundwater Basin Association Groundwater Sustainability Agency (STRGBA GSA) recently approved its first ever Groundwater Sustainability Plan (GSP) for the Modesto Subbasin (Subbasin). We recognize that development of the GSP was a long and contentious process, and we commend the Oakdale Irrigation District (OID) Board of Directors for exercising the bold leadership to get the GSP completed by collaborating with your regional partners to advance projects that, if implemented, will ensure the sustainability and economic vitality of our region.

As summarized in Table 8-2 of the GSP, there are four (4) projects developed for implementation in the Non-District East (NDE) portion of the Subbasin. Those projects are as follows:

- Project 5 – Modesto Irrigation District In-lieu and Direct Recharge Project
- Project 6 – Oakdale Irrigation District In-lieu and Direct Recharge Project
- Project 7 – Tuolumne River Flood Mitigation and Direct Recharge Project
- Project 8 – Dry Creek Flood Mitigation and Direct Recharge Project.

Considering the above noted NDE projects and all the projects identified in Scenario 2, the GSP finds on Page 8-65 “.....that under Project buildout, sustainability goals as defined by the Minimum Thresholds (MTs) outlined in **Chapter 6, Sustainable Management Criteria**, can be met without demand management.” This is the most substantial finding in the GSP. Simply put – we have a problem, we have defined a host of projects to address the issue, we have the surface water available to make those projects a reality, and if we follow through with implementation of the GSP, sustainability of the Subbasin will be protected for generations to come.

Now that the modeling and technical work is behind us and we have clearly demonstrated what is possible, it is time to roll-up our sleeves and get to work. Consistent with that philosophy and our commitment to seeing the projects that we have put forth come to fruition, many of the NDE landowners have been working hard to organize ourselves into a Mutual Water Company or like entity and perform preliminary design on a project or series of projects with the hope of being done with that work prior to this fall such that we can be competitive in Round 2 of the Sustainable Groundwater Management Grant Program. As you might imagine, a critical component of each project is firming up the planning level quantities of surface water proposed by OID and Modesto Irrigation District (MID) during GSP preparation. To that end, we would like to set-up a meeting with a subset of the OID Board and staff as deemed necessary to begin those important discussions as soon as possible.

Please reach out to me at your earliest convenience to schedule a meeting such that we can formally begin discussions related to water supply.

Thank you,

"Bill" William R Jackson

Bill Jackson
V.A. Rodden

Copy: NDE Landowners
Stanislaus County Board of Supervisors (5)
Steve Knell, General Manager



- DRAFT -
**TERMS AND CONDITIONS FOR IRRIGATION OF LANDS
OUTSIDE OAKDALE IRRIGATION DISTRICT BOUNDARIES
DURING THE 10-YEAR OUT-OF-DISTRICT WATER SALES PROGRAM**

Program Description

- A. Provide a method for eligible lands to contract with Oakdale Irrigation District (OID or District) for out-of-district water service for 10-years (Program) to put OID's conserved water to beneficial use and avoid the need for annual out-of-district water sales contracts.
- B. The Program will be limited to lands that are already irrigated and developed (Ref. 3b.) and can receive OID water from existing and proposed temporary or permanent delivery facilities within the OID Right-of-Way (Ref. 7 g. and 7 h.).
- C. Program application and enrollment is limited to parcels for which applications were received prior to the June 15, 2020 deadline to participate in the 5-Year Out-of-District Water Sales Program. The only exceptions to this limitation are APNs: 010-027-005 & 010-027-007 (Orange Blossom Park) and fringe parcels in accordance with the Fringe Parcels Water Allocation Policy adopted by Resolution No. 2017-07 on January 18, 2017.

Terms and Conditions

- 1. Process: Landowners who applied to participate in the 5-year Out-of-District Water Sales Program prior to the June 15, 2020 deadline will be notified that applications for participation in 10-Year Out-of-District Program are due on or before **, 2022.** **Approval of an application and/or Program participation does not create any other or future rights of applicant to receive water from OID or be considered for annexation into OID. OID may consider water service and annexations in the future depending on regulatory and contractual actions..**
- 2. Conditions: Landowners must sign and agree to abide by these Terms and Conditions for the Program. OID may terminate Program participation for any failure to comply with the Terms and Conditions that is not cured within 30 days of written notice.
- 3. Eligible Lands:
 - a) Lands outside the OID sphere of influence are eligible only upon request and approval by the General Manager. Applications that include requests for lands partially or completely outside the OID Sphere of Influence must be accompanied by proof that another district/agency's services will not be impacted or infringed upon by the receipt of water from OID. The determination of whether such proof is sufficient is vested in the Board.

- b) The area within the real property proposed for service must have been cultivated with crops and under irrigation as of August 31, 2018, with access to a water source other than OID surplus water. Any OID surplus water provided through participation in the Program shall be used as a supplemental water source.
- c) Lands to be irrigated must be individual parcels that are 10 acres or larger in size, or a group of parcels under the same ownership that receive water through a single point of delivery and have a total combined parcel acreage of 10 acres or larger in size. The only exceptions to this requirement are APNs: 010-027-005 & 010-027-007 (Orange Blossom Park) and fringe parcels in accordance with the Fringe Parcels Water Allocation Policy adopted by Resolution No. 2017-07 on January 18, 2017.
- d) OID will not consider any out-of-district water deliveries to lands whose conveyance relies on the use of the Stanislaus River, Cashman Creek or the South San Joaquin Irrigation District Main Canal.
- e) Landowner acknowledges that all applicant lands and proposed improvement projects are subject to environmental review by the District and its consultant(s). Avoidance and/or minimization measures may be identified by OID for certain projects with an increased potential for environmental impacts.

4. Available Water:

- a) Out-of-district lands will be provided surface water under OID's pre-1914 water right. Availability of pre-1914 water is limited to the diversion of the unimpaired/full natural flow occurring in the Stanislaus River at Goodwin Dam. Based on unimpaired/full natural flow and OID water use in average years, OID anticipates having pre-1914 water available through June for out-of-District use. However, availability will vary from month-to-month and year-to-year with out-of-district demand and hydrology.
- b) Water year forecasts on availability of water in the Stanislaus River are provided in the second week of February, March, April and May by the California Department of Water Resources in their Bulletin 120 Report. The report can be found online <https://cdec.water.ca.gov/snow/bulletin120>.
- c) OID generally makes a surplus water determination in March of each year. That decision will be based on hydrologic conditions. The volume of water made available to the Program will be done per OID's Guiding Principles for Surplus Water and Service Expansion.
- d) **Once a permanent or temporary private turnout facility is installed in OID's right-of-way for the parcel, landowners in the Program shall be required to purchase a minimum quantity of 2 acre-foot per irrigated acre each year of the program when and if OID declares surplus water available (Minimum Quantity) subject to OID water availability and**

delivery. Irrigated acreage will be confirmed by OID. In years when the hydrology indicates no surplus water is available, no Minimum Quantity is required to be purchased. The only exception to this minimum purchase requirement are fringe parcels in accordance with the Fringe Parcels Water Allocation Policy adopted by Resolution No. 2017-07 on January 18, 2017. Fringe Parcels will have no upfront minimum purchase requirement.

- e) Landowners acknowledge and agree that the ability of the District to deliver water during certain periods is limited by capacity constraints in the District's North and South Main Canals and in various OID laterals emanating from those canals. In-district constituents will not be impacted by out-of-district water conveyance and delivery.
- f) The District estimates that up to 25,000 acre feet of conserved water could be delivered annually to out-of-district lands via existing OID facilities without impacting in-district constituents. The District shall endeavor to deliver as much surface water as possible to out-of-district lands during the irrigation season recognizing limitations in 4a, 4c and 4e above.

5. CEQA Compliance:

- a) OID will perform a California Environmental Quality Act (CEQA) analysis for the Program prior to implementation.
- b) Program Landowners shall pay for the CEQA analysis. A deposit of \$[REDACTED] per County assessed acre is due at the time of OID acceptance of the Program application. Monies received will be applied first to the costs of the CEQA analysis for the Program. Upon completion of the CEQA analysis, the balance of any remaining funds will be refunded to the Landowner or, at the Landowner's request, may be credited toward subsequent Water Charges. Any CEQA analysis costs in excess of the monies received will be invoiced to the Landowners on a per acre basis. OID staff time and consulting time costs related to biological field review and monitoring will be invoiced directly to the Landowner of the property on which the biological field review/monitoring occurs.
- c) If the legality of the Program is challenged, the OID Board may, in its discretion, choose not to defend the Program, and/or choose to terminate the Program.
- d) No construction related to the Program performed either by OID or the Landowner, shall not commence until the CEQA analysis has been completed and approved by the Board of Directors.
- e) Program Landowners acknowledge that the use and selection of biologists and environmental consultants, as well as the CEQA document preparation, will be at the District's discretion.
- f) Landowners must agree to allow biological field review and/or monitoring

by qualified biologists to occur on their property if deemed necessary by OID or its consultants for the CEQA analysis. Biologists will be accompanied by OID staff on Landowner property. In certain circumstances where there is an increased potential for environmental impacts, mitigation or avoidance measures may be required by OID or its biologist that shall be incorporated into project construction. Failure of the Landowner to comply with these measures will result in removal from the program.

6. Price and Payment:

- a) The term of the Program will be 10 years commencing as early as March 1, 2023 and ending as late as September 31, 2032.
- b) Landowners will have the option to exercise a one-time Program extension for an additional 10 years. Landowner notification to OID to exercise the option for renewal will be required in writing prior to the end of year 8 (September 31, 2030) of 10.
- c) The price for water (Water Charge) will be \$200 per acre foot during year 1 of 10 and will increase 3% each year thereafter.
- d) Landowners shall submit a nonrefundable payment upfront for the Minimum Quantity prior to the receipt of any water in any Program year. Any water supplied above the minimum water usage will be charged at the per acre foot Water Charge and will be subsequently invoiced. Landowners will not be refunded for any water shortages as a result of the limitations in 4a and 4e above.
- e) Unpaid balances, should they occur, shall be considered delinquent 31 days after invoicing. At the option of the OID Board, water-shutoff until payment is made or termination from the Program may result. All unpaid balances shall accrue interest and penalties as set forth in the OID Rules and Regulations.

7. Turn-outs:

- a) Lands to be irrigated must be able to receive water from existing OID conveyance facilities. Landowners may add turn-outs to existing OID or private conveyance facilities provided the Landowner (1) obtains permission from OID; (2) pays all costs for construction and future maintenance of the diversion facility and appurtenances; and (3) obtains all applicable permits and approvals. Construction of new turnouts will be performed in accordance with OID's Irrigation and Drainage Infrastructure Installation Policy.
- b) Should the landowner wish to be billed by volume (per acre-foot), a flow measurement device integrated into OID's SCADA system, approved by the OID Water Operations Manager and accessible to OID employees must be installed. If there is no such device, at the discretion and determination of

the Water Operations Manager, water usage may be determined using crop specific evapotranspiration (ET) data and applying a 70% irrigation application efficiency during the time period which water was delivered.

- c) Installation of new “temporary” private turn-out facilities located within District’s rights-of-way for the purpose of the diversion of surplus water shall be so installed with the approval of OID’s District Engineer. Such installations shall not impede the District’s on-going operations and maintenance programs.
- d) Landowners without a private turn-out facility must submit an OID Structure Review Application along with the applicable processing fee no later than May 1st following the required CEQA approval. Upon OID’s completion of the private turn-out structure design and construction cost estimate, the landowner will be required to submit a deposit for construction within 30-days of the date of the OID invoice.
- e) OID maintains the first right of refusal to complete the design, construction and future maintenance or replacement of any new permanent private out-of-district turn-out facility, flow meter, slide gate and SCADA appurtenances within OID’s right at the landowner’s expense.

8. Other Conditions:

- a) Water purchased/delivered under the Program may not be re-sold.
- b) Water purchased/delivered may not be used to expand irrigated acreage.
- c) Landowners shall demonstrate that an on-farm irrigation efficiency of seventy (70) percent or greater will be achieved. The ability to achieve this efficiency will be evaluated by the District’s Water Operations Department. The burden is on the Landowner(s) to prove that a seventy (70) percent, or better, on-farm irrigation efficiency will be maintained.
- d) Landowner(s) shall ensure no agricultural tail water will leave the property.
- e) The use of “surplus water” shall be for agricultural purposes only and the Landowner(s) shall demonstrate that the water received is put to reasonable and beneficial uses at all times. Non-beneficial uses include water for lawns, pasture without livestock benefit, recreational ponds, and other practices as determined by the Water Operations Department. Water shall not be used directly or indirectly for any domestic, commercial or industrial purposes.
- f) Any unauthorized private facilities or private facilities found to impede OID’s operations and maintenance will be removed by the Landowner(s) or by the District at the Landowner’s expense. The Landowner shall be responsible for any damage to OID facilities caused by the Landowner(s) or the Landowner(s) operations.

- g) Landowner(s) agree to comply with the District's Rules and Regulations for the Distribution of Water in the Oakdale Irrigation District. Non-compliance with any policy or rules of the District may at the District's discretion result in cessation of water delivery by the District and removal from the Program.
 - h) Upon request, Landowner(s) must provide proof of membership in the appropriate Water Quality Coalition.
 - i) **The District is under no obligation, either now or in the future, to furnish, construct or maintain any diversion or service structures or facilities on behalf of the Program lands.**
 - j) **The District is under no future obligation beyond the term of this agreement to deliver water to any diversion or service structures or facilities on behalf of the Program lands.**
 - k) Upon termination of this Agreement, the Landowner(s) agrees upon OID request to remove, or pay all costs incurred with removing, those facilities to OID's satisfaction within the OID Right-of-Way that were installed to serve the Landowner but are no longer needed for water deliveries as determined by the District.
 - l) Landowner(s) agree to provide direct vehicle ingress and egress to the Districts' agents during the term of this Agreement.
9. Hold Harmless: Landowner(s) hereby acknowledges that the District sells water as a commodity only and not as a guaranteed service, and therefore agrees to hold the District, its officers, agents, and employees free and harmless from any liability or damage, including loss of profit or prospective business advantage, which may occur, arise or result from defective water quality, water shortage, fluctuation in flow or interruptions in service.



COMMUNICATIONS

BOARD MEETING OF JUNE 7, 2022

**Oakdale Irrigation District 2022 Water Budget
Tracking Sheet Thru May 2022**

Tri-Dam Diversions	Actual (20/21 yr) ₁	Actual (21/22 yr) ₁	Historical Avg. ₂	Yr. to Yr. Diff.
October (previous year)	20,095	15,578	11,768	(4,517)
March	8,348	18,415	7,544	10,067
April	27,891	24,191	18,009	(3,700)
May	37,275	35,132	32,248	(2,143)
June	41,497		36,504	
July	47,023		44,170	
August	39,081		40,538	
September	28,498		29,249	
Total Use	249,708	93,316	220,030	(293)

As of June 1, 2022	Acre Feet
2022 Allocation (w/ formula and conservation account water)	300,000
October 1, 2021 thru May 31, 2022 water use	93,316
Estimated June 1 st thru September 30 th water use (Based on Tri-Dam historical avg)	156,099
Total projected water use October 1st to September 30th (Based on Tri-Dam historical avg)	249,415
OID Water Sales (SEWD)	5,521
Estimated OID conservation account water added on October 1, 2022	56,106

Evapotranspiration (inches)	2021	2022	Yr. to Yr. Diff.	Avg. ET
October (20, 21 respectively)	3.55	3.27	(0.28)	3.62
March	3.75	4.05	0.30	3.51
April	5.86	5.42	(0.44)	4.96
May	7.72	6.78	(0.94)	6.82
June	8.17			8.08
July	8.6			8.61
August	7.1			7.52
September	5.58			5.52
Total ET	50.33	19.52	-1.36	48.64

Notes:

1. TriDam Diversion figures are preliminary and have yet to be approved by USGS.
2. "Historical Avg." Tri-Dam Diversions are based on a 15 year average (2007-2021).



CLOSED SESSION ITEMS

BOARD MEETING OF JUNE 7, 2022