

**AGENDA**  
**SPECIAL MEETING OF THE**  
**BOARD OF DIRECTORS OF THE**  
**OAKDALE IRRIGATION DISTRICT**  
**FRIDAY, JUNE 25, 2021**  
**(REVISED)**

Agendas and Minutes are on our website at [www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)

**CALL TO ORDER**                    12:00 p.m., Under the Awning Behind the District Office  
1205 East F Street, Oakdale, California 95361

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**                            Directors Orvis, Tobias, Doornenbal, Santos, DeBoer

**ADDITIONS OR DELETION OF AGENDA ITEMS**

**ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE**

**NOTICE: CORONAVIRUS (COVID-19)**

New OSHA Guidelines have been adopted and will be in place at this open air public meeting. Per the new guidelines, this open air meeting will not require social distancing or facemasks to attend. However, there will be no public access to the OID Offices due to these new COVID restrictions. As a result, no public restrooms will be available.

**PUBLIC COMMENTS - ITEM 1**

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

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

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

Public Comments will be limited to five minutes per speaker.

## ACTION CALENDAR - ITEMS 2-3

2. Review and take possible action to **Approve Adoption of Resolution for a Temporary Water Transfer Agreement by and among the Oakdale Irrigation District, the South San Joaquin Irrigation District and the Stockton East Water District and authorize the General Manager to Execute**
3. Review and take possible action to **Approve Adoption of Resolution Finding the 2021 Temporary Water Transfer to Stockton East to be Categorically Exempt Under the California Environmental Quality Act (CEQA)**

## CLOSED SESSION - ITEM 4

4. **Government Code §54956.8 – Conference with Real Property Negotiator**

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

## OTHER ACTION – ITEM 5

5. Adjournment:
  - A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, July 6, 2021 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

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

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

**PUBLIC COMMENTS**

**BOARD MEETING OF  
JUNE 25, 2021**

**ACTION CALENDAR**  
**AGENDA ITEMS 2-3**

## **ACTION ITEM NO. 2**

# BOARD AGENDA REPORT

Date: June 25, 2021  
Item Number: 2  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF RESOLUTION FOR A TEMPORARY WATER TRANSFER AGREEMENT BY AND AMONG THE OAKDALE IRRIGATION DISTRICT, THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT AND THE STOCKTON EAST WATER DISTRICT AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE**

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**RECOMMENDED ACTION:** Approve Resolution for the temporary water transfer agreement by and among the OID, SSJID and SEWD and authorize the GM to execute

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**BACKGROUND AND/OR HISTORY:** OID and SSJID (collectively the "Districts") have historically jointly entered into agreements with Stockton East Water District (SEWD) for the temporary transfer of water based on the Districts' pre- 1914 water rights. The Districts are contemplating the temporary transfer to SEWD of up to 1,750 acre- feet for the 2021 water year ending September 30. The water would be diverted by SEWD at Goodwin Dam and conveyed via the Upper Farmington Canal. The area served is dependent on groundwater and the temporary water transfer of surface water would reduce pumping in that area being served.

**FISCAL IMPACT:** OID's revenue, potentially \$109,375

**ATTACHMENTS:**

- Water Transfer Contract
  - Resolution
- 

**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:**

**2021 TEMPORARY WATER TRANSFER AGREEMENT  
BY AND BETWEEN  
OAKDALE IRRIGATION DISTRICT/SOUTH SAN JOAQUIN  
IRRIGATION DISTRICT  
AND  
STOCKTON EAST WATER DISTRICT**

This Agreement is entered into this \_\_\_\_ day of June 2021, by Oakdale Irrigation District (“OID”), South San Joaquin Irrigation District (“SSJID”) (collectively “Districts”) and Stockton East Water District (“Purchaser”). The Districts and Purchaser are collectively referred to hereafter as “parties.”

The parties agree as follows:

**RECITALS**

*WHEREAS*, Districts are operating under and by virtue of Division 11 of the California Water Code; and

*WHEREAS*, Purchaser supplies irrigation, municipal and industrial (M&I) and domestic water to portions of eastern San Joaquin County from a combination of surface and groundwater sources; and

*WHEREAS*, Purchaser has a contract with the Department of the Interior’s Bureau of Reclamation (“Reclamation”) to be supplied with water from the Stanislaus River utilizing the Goodwin Dam Intake Facility and other facilities owned by the Purchaser; and

*WHEREAS*, Purchaser has requested a 2021 water supply from the Districts to be delivered to lands not included within the Purchaser’s boundaries located within portions of the Eastern San Joaquin Subbasin in San Joaquin and Stanislaus Counties (“**Intended Recipients**”); and

*WHEREAS*, Districts are the owners of certain water rights to the waters of the Stanislaus River, including pre-1914 appropriative water rights, including an agreement and stipulation with the Bureau of Reclamation; and

*WHEREAS*, due to ongoing conservation practices and improvements in facilities by the Districts, the water to be sold to the Purchaser by this Agreement, (“**Agreement-Water**” or “**water**”) is surplus to the current needs of the landowners and water users of the District in accordance with California Water Code section 22259; and

*WHEREAS*, the quantity and quality of groundwater within the Eastern San Joaquin Groundwater Subbasin underlying the Purchaser, parts of Districts, and the Intended Recipients is threatened and without the sale of the water to Purchaser under this Agreement, the Intended Recipients will pump groundwater for irrigation; and

WHEREAS, by this Agreement, the parties intend to facilitate a sale of conserved water during 2021 by Districts to Purchaser,

NOW, THEREFORE, the Districts and Purchaser, on the terms and conditions herein set forth, agree as follows:

### AGREEMENT

1. **TERM:** This Agreement shall commence upon the Effective Date and shall terminate on September 30, 2021.

2. **QUANTITY:** Districts will sell and deliver 1,570 acre-feet of water to Purchaser of which may be used by Purchaser for irrigation purposes for the Intended Recipients, outside of Purchaser's boundaries.

3. **PURCHASE PRICE:** The Purchase Price for the Agreement-Water is \$125 an acre-foot delivered to the Purchaser. Purchaser shall make payment of the \$196,250 for 1,570 acre-feet on or before 7/15, 2021, \$98,125 to each of the Districts. Should Purchaser use less than 1,570 acre-feet, no additional funds shall be refunded to Purchaser.

4. **BENEFICIAL USE OF WATER BY PURCHASER:** Districts will sell and make Agreement-Water available to Purchaser for reasonable and beneficial uses in the quantities described and subject to the terms and conditions of this Agreement. The Purchaser shall be solely responsible for putting the Agreement-Water to beneficial use.

5. **WATER QUALITY:** Districts make no warranty or representation as to the quality or fitness for use of Agreement-Water sold and delivered to Purchaser.

6. **CALIFORNIA ENVIRONMENTAL QUALITY ACT:** The temporary sale of water provided under this contract has been determined by the District's and Stockton East Water District to be Categorically Exempt under CCR, Chapter 3, Article 19, Section 15301, Existing Facilities. The movement of the Agreement-Water is determined to be a Class 1 Exemption and will be made under existing operational criteria of the Districts, through existing facilities and involving negligible or no expansion of use beyond that existing at the time of execution of this Agreement.

7. **COMMENCEMENT OF DELIVERY AND DELIVERY SCHEDULE:** Purchaser may begin taking water when this Agreement has been signed by both parties and a copy delivered to both parties and when Purchaser and Districts have agreed on a delivery schedule to be attached to this Agreement as **Exhibit A**. The delivery schedule shall include the monthly amount to be delivered. Should there be any modification to the delivery schedule, Purchaser shall provide Districts with modified delivery schedule and any resulting amount owing in accordance with Section 3 of this Agreement.

8. **WATER DELIVERY AND MEASUREMENT:** Agreement-Water will be delivered or otherwise made available to Purchaser for diversion at the Goodwin Intake Facility during the term



of this Agreement. Diversions shall not exceed 100 cubic feet per second without Districts' prior approval. Tri-Dam Project personnel will determine the water measurements using the measuring device installed on the Goodwin Tunnel and such other means as are customarily used by them to measure water taken by Purchaser through the Goodwin Tunnel. No water may be diverted after September 30, 2021.

9. **NO RESALE:** The Agreement-Water is being sold to Purchaser for irrigation use within its boundaries and on certain agricultural lands outside its boundaries. Those agricultural lands have adjacent and existing delivery facilities for that purpose. Purchaser will not resell Agreement-Water outside these parameters without the prior written consent of Districts, which approval may be withheld in Districts' sole and unlimited discretion.

10. **NOTICES:** All notices that are required, either expressly or by implication, to be given by any party to the other under this Agreement shall be delivered or mailed, United States first-class postage prepaid, addressed as follows:

**Oakdale Irrigation District**  
1205 East "F" Street  
Oakdale, CA 95361  
Attn: General Manager/Secretary  
Fax: (209) 847-3468

**South San Joaquin Irrigation District**  
11011 E. Highway 120  
Manteca, CA 95336  
Attn: General Manager/Secretary  
Fax: 209-249-4688  
*Mailing Address*  
P.O. Box 747  
Ripon, CA 95366

**Stockton East Water District**  
6767 E. Main St.  
Stockton, CA 95215  
Attn: General Manager  
Fax: (209) 948-0423

Notice shall be deemed given (a) two calendar days following mailing via regular or certified mail, return receipt requested, (b) one business day after deposit with any one-day delivery service assuring "next day" delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile, whichever is earlier. The parties shall promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received.

11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and supersedes any oral agreement, statement or promise relating to the subject matter of

the Agreement. No other agreement, statement, or promise made to any party, or to any employee, officer, or agent of a party to this Agreement, or to any other person, that is not in writing and signed by all parties to this Agreement shall be binding upon them. Any amendment, including oral modifications, must be reduced to writing and signed by all parties to be effective.

12. **COOPERATION:** To the extent reasonably required, each party to this Agreement shall, in good faith, cooperate and assist each of the other parties in meeting such requirements of federal and/or state law and such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement. Should there be any lawsuit or regulatory challenge filed concerning any aspect of this Agreement, either party may terminate this Agreement and Purchaser shall pay Districts for water it diverted at the contract price before termination of the Agreement. Should the parties decide not to terminate the Agreement but defend against the action, the parties agree to cooperate in the defense and to equally share the attorneys' fees and costs incurred in defending the legal challenge.


13. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above written which shall be the date this Agreement is signed by both parties, or if signed on different dates, the latter of the two dates.

OAKDALE IRRIGATION DISTRICT

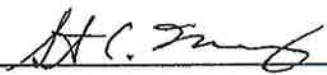
By   
Steve Knell, General Manager

Dated: 6/23/21

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By   
Peter Rietkerk, General Manager

STOCKTON EAST WATER DISTRICT

By   
Scot A. Moody, General Manager

Dated: 6/22/21

EXHIBIT A

MONTH	ACRE-FEET	AVG DAY CFS
March	0	0
April	0	0
May	0	0
June	125	5.7
July	450	7.3
August	585	9.4
September	410	6.8

**OAKDALE IRRIGATION DISTRICT  
RESOLUTION NO. 21-NIL**

**RESOLUTION APPROVING A WATER TRANSFER AGREEMENT BY AND  
BETWEEN OAKDALE IRRIGATION DISTRICT,  
SOUTH SAN JOAQUIN IRRIGATION DISTRICT,  
AND STOCKTON EAST WATER DISTRICT**

**WHEREAS**, the Oakdale Irrigation District and South San Joaquin Irrigation District (collectively called “Districts”) are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and,

**WHEREAS**, the Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River for irrigation of lands within the Districts, and various post-1914 appropriative rights to store Stanislaus River water in various reservoirs for diversion to irrigate lands within the Districts, as well as to generate electrical power; and,

**WHEREAS**, Stockton East Water District (“SEWD”) supplies irrigation, municipal and industrial (M&I) and domestic water to portions of the Eastern San Joaquin Groundwater Subbasin from a combination of surface and groundwater sources; and,

**WHEREAS**, this Board of Directors has determined that surplus water is available for temporary transfer during the water year ending September 30, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the Oakdale Irrigation District Board of Directors does hereby approve the Temporary Water Transfer Agreement By and Between Oakdale Irrigation District, South San Joaquin Irrigation District and Stockton East Water District and authorize the General Manager to execute the agreement.

Upon motion of Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, and duly submitted to the Board for its consideration, the above resolution was adopted this 25<sup>th</sup> day of June 2021 by the following

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Tom Orvis, President  
Board of Directors

\_\_\_\_\_  
Steve Knell, P.E.  
General Manager/Secretary

## **ACTION ITEM NO. 3**

# BOARD AGENDA REPORT

Date: June 25, 2021  
Item Number: 3  
APN: N/A

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**SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE ADOPTION OF RESOLUTION FINDING THE 2021 TEMPORARY WATER TRANSFER TO STOCKTON EAST TO BE CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

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**RECOMMENDED ACTION:** Approve Resolution finding the 2121 temporary water transfer to SEWD Categorically Exempt under the California Environmental Quality Act (CEQA)

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**BACKGROUND AND/OR HISTORY:** The proposed Project is categorically exempt from CEQA based on the ongoing operation exemption in 14 Cal. Code Regs. 15261; projects designed to protect the environment (14 Cal. Code Regs. 15307); and no change or expansion of existing diversion and pumping facilities (14 Cal. Code Regs. 15301).

**FISCAL IMPACT:** Nominal filing fees association with an NOE, less than \$200

**ATTACHMENTS:**

- Resolution
- 

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

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

**Action(s) to be taken:**

**OAKDALE IRRIGATION DISTRICT RESOLUTION NO. 21-NIL**

**APPROVAL OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT  
NOTICE OF EXEMPTION FOR A TEMPORARY WATER TRANSFER AGREEMENT  
BY AND BETWEEN BY AND BETWEEN OAKDALE IRRIGATION DISTRICT,  
SOUTH SAN JOAQUIN IRRIGATION DISTRICT, AND  
STOCKTON EAST WATER DISTRICT**

**WHEREAS**, the Oakdale Irrigation District (“OID”) and South San Joaquin Irrigation District (“SSJID”) (collectively called “Districts”) are California irrigation districts operating under and by virtue of Division 11 of the California Water Code; and,

**WHEREAS**, the Districts are co-owners of certain water rights on the Stanislaus River, including pre-1914 appropriative rights to divert water from the Stanislaus River for irrigation of lands within the Districts, and various post-1914 appropriative rights to store Stanislaus River water in various reservoirs for diversion to irrigate lands within the Districts, as well as to generate electrical power; and,

**WHEREAS**, Stockton East Water District (“SEWD”) supplies irrigation, municipal and industrial (M&I) and domestic water to portions of the Eastern San Joaquin Groundwater Subbasin from a combination of surface and groundwater sources; and,

**WHEREAS**, the Districts’ senior water rights are satisfied by and through the performance of a settlement agreement with the USBR (the 1988 Agreement) which requires the USBR to deliver water to the Districts at Goodwin Dam each year; and,

**WHEREAS**, this Board of Directors adopted Resolution 21-NIL, approving a Temporary Water Transfer Agreement By and Between the Districts and Stockton East Water District for the water year ending September 30, 2021; and,

**WHEREAS**, the proposed transfer (Project) would utilize existing water conveyance infrastructure and no construction would take place; and,

**WHEREAS**, the proposed Project has been determined by this Board of Directors to be categorically exempt from California Environmental Quality Act (CEQA) based on the ongoing operation exemption in 14 Cal. Code Regs. 15261; projects designed to protect the environment (14 Cal. Code Regs. 15307); no change or expansion of existing diversion and pumping facilities (14 Cal. Code Regs. 15301); and on the basis that there is no possibility that release of the subject water into the Stanislaus River for re-diversion in this water year will cause any significant impacts in the environment; and,

**WHEREAS**, OID’s main office is located in Stanislaus County; and SSJID’s and SEWD’s main offices are located in San Joaquin County; and,

**WHEREAS**, SSJID is the custodian of the documents or other material which constitute the record of proceedings upon which the Board's decision is based, and SSJID's main office is the location of this record.

**NOW THEREFORE, BE IT RESOLVED**, by this Board of Directors that:

1. The foregoing recitals are true and correct.
2. The proposed Project has been determined to be categorically exempt from CEQA based on the ongoing operation exemption in 14 Cal. Code Regs. 15261; projects designed to protect the environment (14 Cal. Code Regs. 15307); and no change or expansion of existing diversion and pumping facilities (14 Cal. Code Regs. 15301).
3. A Notice of Exemption is approved (and is on file in OID's records).
4. Staff is authorized and directed to file a Notice of Exemption at the requisite Clerk's Office (or other authorized place) in the manner prescribed by the CEQA.

Upon motion of Director\_\_\_\_\_, Seconded by Director\_\_\_\_\_, and duly submitted to the Board for its consideration, the above resolution was adopted this 25<sup>th</sup> day of June 2021 by the following

**OAKDALE IRRIGATION DISTRICT**

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Tom Orvis, President  
Board of Directors

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Steve Knell, P.E.  
General Manager/Secretary



**ACTION ITEM NO. 4**  
**CLOSED SESSION**