

Thomas D. Orvis, President
Herman Doornenbal
Linda Santos
Brad DeBoer
Ed Tobias

District 3
District 2
District 4
District 5
District 1

**MEETING OF THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET, OAKDALE, CA 95361
TUESDAY, SEPTEMBER 6, 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 Friday, September 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. If would like to join the meeting virtually instead of in person, please see the below options:

To join the meeting via teleconference, click [HERE](#) or go to www.oakdaleirrigation.com and select "View Meetings Online".

To participate in the meeting via telephone, dial in at 1 (669) 900-9128, Access Code: 358-572-1867 #, the message will ask for a participant ID, just press # again. If you experience technical difficulties, please contact our IT Systems Administrator Michael Ballinger at (209) 896-6887.

- Public comments may be submitted in advance via email to 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.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS – ITEM 1

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

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

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

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

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 2 – 8

2. Approve the **Board of Directors' Minutes of the Meeting of August 2, 2022**
3. Approve **Oakdale Irrigation District's Statement of Obligations**
4. Approve **OID Improvement District's Statement of Obligations**
5. Approve **Treasurer's Report, and Financial Statements for the Seven Months Ending July 31, 2022**
6. Approve **Board Attendance at the ACWA Fall Conference November 29 – December 1, 2022 in Indian Wells, California**
7. Approve **Oakdale Irrigation District Groundwater Sustainability Agency Form Letter for Well Permit Verification as Required Under Executive Order N-7-22**
8. Approve the **Abandonment of a Portion of the Coulter Pump Pipeline and Quitclaim the Secondary Easement (APN: 014-048-009 – G-3 Enterprises)**

ACTION CALENDAR – ITEMS 9 - 15

9. Review and take possible action to **Award Bid to Sierra Mountain Construction, Inc. as the Lowest Qualified Bidder for South Main Canal Improvements Segment 3 Project, Amend the 2022 Capital Budget, and Authorize General Manager to Execute Associated Change Orders**
10. Review and take possible action to **Approve Work Release for Construction Management and Quality Assurance Services with Provost & Prichard Inc.**
11. Review and take possible action **on Irrigation Water Availability After the End of the Water Year on September 30, 2022**
12. Review and take possible action to **Approve Resolution to Oppose Initiative 21-0042A1**
13. Review and take possible action to **Receive and File the Annual Financial Report for the Year Ended December 31, 2021**
14. Review and take possible action to **Approve an Amendment to Extend the Professional Services Agreement with Fedak & Brown for Audit Services for Three Years**
15. Review and take possible action to **Approve an Amended Water Transfer Agreement by and Among the Oakdale Irrigation District, South San Joaquin Irrigation District and the Chicken Ranch Rancheria of the Me-Wuk Indians of California**

COMMUNICATIONS – ITEM 16

16. **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 17

17. Closed Session to discuss the following:

- A. **Government Code §54956.9(d)(4) – Existing Litigation**
County of Stanislaus v. Pat Gutierrez; Oakdale Irrigation District, et al.
Case No. CV-22-002565

OTHER ACTION – ITEM 18

18. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, October 4, 2022 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, September 15, 2022 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F. Street, Oakdale, CA.

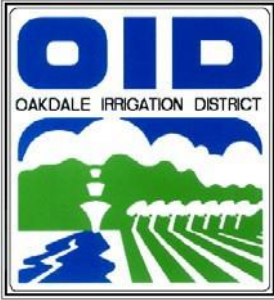
Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Executive Assistant at (209) 840-5507.

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 SEPTEMBER 6, 2022



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF SEPTEMBER 6, 2022

BOARD AGENDA REPORT

Date: September 6, 2022
Item Number: 2
Staff: Scot Moody

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE MEETING OF AUGUST 2, 2022

RECOMMENDED ACTION: Approve the Board of Directors' Minutes of the Meeting of August 2, 2022

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Meeting of August 2, 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
August 2, 2022

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

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

Staff Present: Scot A. Moody, General Manager/Secretary
Sharon Cisneros, Chief Financial Officer
Eric Thorburn, Water Operations Manager/District Engineer
Kim Bukhari, Human Resources Administrator

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

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletion of agenda items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

Director DeBoer requested Item 11 A and B be taken out of sequence, and discussed prior to proceeding.

At 9:03 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 9:03 a.m. Public Comment closed, the Board convened to Closed Session at 9:03 a.m.

CLOSED SESSION **ITEM NO. 11**

A. Government Code §54957.6 – Conference with Labor Negotiators

Negotiating Parties:	General Manager, Human Resources Administrator
Represented Organization:	OE3
Unrepresented Organization:	Non-Exempt Confidential, Exempt Supervisory and Exempt Management Bargaining Groups

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

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

At the hour of 9:46 a.m. the Board reconvened to Open Session.

Coming out of Closed Session, President Orvis stated there were no reportable actions.

At the hour of 9:47 a.m. the Board welcomed public comment.

PUBLIC COMMENT

ITEM NO. 1

There was no public comment.

Public Comment closed at 9:47 a.m. and the Board Meeting continued.

CONSENT ITEMS **ITEM NOS. 2 – 5**

2. Approve the Board of Directors' Minutes of the Special Meeting of July 19, 2022
3. Approve Oakdale Irrigation District's Statement of Obligations
4. Approve OID Improvement Districts' Statement of Obligations
5. Approve the Abandonment and Quitclaim of the Oakdale Lateral (APN: 064-012-011)

A motion was made by Director Santos, and seconded by Director DeBoer to approve the Consent Calendar as submitted.

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. 6 - 9**

Item No 6

Review and Take Possible Action to Approve Entering into A Contract with A Broker of Record for Employee Benefits and Allow the General Manager to Execute

A motion was made by Director DeBoer, and seconded by Director Santos, to approve entering into a contract with a broker of record for employee benefits and allow the General Manager to execute:

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 7

Review and take possible action to Approve the Treasurer's Report, Mid-Year Budget Report, and Financial Statements for the Six Months Ending June 30, 2022

A motion was made by Director Santos, and seconded by Director Doornenbal, to approve the Treasurer's report, mid-year budget report, and financial statements for the six months ending June 30, 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 8

Review and take possible action to Direct Staff to Proceed with Preparation of a Grant Application for Expansion of the Paulsell Lateral Under Round 2 of the Sustainable Groundwater Management Grant Program

A motion was made by Director Doornenbal, and seconded by Director Tobias, to direct staff to proceed with preparation of a grant application for expansion of the Paulsell lateral under round 2 of the Sustainable Groundwater Management Grant Program:

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 9

Review and take possible action to Approve the Draft Terms and Conditions, Open Enrollment and Proceed with Preparation of a CEQA Document for the Proposed 10-Year Out-of-District Water Sale Program

A motion was made by Director DeBoer, and seconded by Director Santos, to amend the draft terms and conditions for section 6B to add "at Oakdale Irrigation District's sole discretion"

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

The motion passed by a 5-0 vote.

A motion was made by Director DeBoer to amend the draft terms and conditions for section 6C to

change the increase of 3% annually, to be determined off the consumer price index. The motion failed with no second.

A motion was made by Director Santos, and seconded by Director Tobias, to approve the amended draft terms and conditions, open enrollment and proceed with preparation of a CEQA document for the proposed 10-year out-of-district water sale program:

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

The motion passed by a 5-0 vote.

COMMUNICATIONS **ITEM NO.10**

A. SUMMARY OF DIRECTORS COMMENTS

Director DeBoer

Director DeBoer stated he was glad to see the 10-Year Out-of-District program begin. He added that he is troubled by the unknown of what the State of California (State) will do in regards to water. He stated that the 5-year out of district program was delayed due to uncertainty with the State, and the District still does not know at this point. Director DeBoer closed by stating that this program is a good blueprint for other Districts, and he thanked staff for working on the program.

Director Santos

Director Santos stated she was pleased that the District is at this point with the 10-year out of district program, and that the Sustainable Groundwater Management Act (SGMA) is difficult, and the out of district program will prove to the State that Oakdale Irrigation District is environmentally sound and can be an agricultural community that produces. Santos ended by stating she is proud to be part of this program, and she thanked Eric Thorburn, Water Operations Manager/District Engineer and his staff for working with the farmers on the program.

Director Doornenbal

Director Doornenbal stated he was glad to see the 10-year out of district program moving forward, adding that there will be hurdles, but the District will make it work. He added he is thankful for the water supply, and not everyone can state that. Doornenbal ended by thanking everyone at the District.

Director Tobias

Director Tobias stated that it is a great opportunity to be in the forefront, and moving forward on the 10-year out of district program, and being an example of what needs to happen in the State. Tobias thanked staff for working on the project, and thanked Sharon Cisneros, Chief Financial Officer for her work at Tri-Dam.

Director Orvis

Director Orvis stated that the District has a great staff, there are other District's who are bigger and have more water, but Oakdale Irrigation District is using the resources we can. Orvis thanked Sharon Cisneros, Chief Financial Officer and Scot Moody, General Manager for working double duty. Orvis shared that he was at the Water Advisory Committee Meeting last week, and that members of the

District need to remember with SGMA and the Governors orders with well permits, it is going to be difficult, even with domestic wells. Orvis gave a reminder that the Stanislaus County is working to deal with those challenges, and that SGMA is teaching us that groundwater is a last resort.

B. COMMITTEE REPORTS

There were no committee reports.

C. GENERAL MANAGERS REPORT

General Manager, Scot A. Moody, gave an update on OID activities.

D. WATER COUNSEL REPORT

There was no Water Counsel report.

OTHER ACTION
ITEM NO. 12

At the hour of 11:27 a.m. the meeting was adjourned. The next Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, September 6, 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 Project and Tri-Dam Authority and other joint business matters is scheduled for **Thursday, August 25, 2022 at 9:00 a.m.** in Strawberry, CA.

Attest:

Scot A. Moody
General Manager/Secretary

Thomas D. Orvis, President
Board of Directors

BOARD AGENDA REPORT

Date: September 6, 2022
Item Number: 3
Staff: Sharon Cisneros, CFO

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>
PG&E	Electricity - June & July	\$ 138,051.10
IRS	Payroll Taxes	124,737.59
CalPERS	Retirement Contribution	77,390.90
Sutter Health	Healthcare Insurance - September	46,610.30
Kaiser	Healthcare Insurance - September	43,659.11
Hunt & Sons	Fuel	41,151.46
Steve Harkrader Trucking	Hauling Services	34,557.50
EDD	Payroll Taxes	23,635.94
Provost & Pritchard Consulting	OID South Canal Segment 3 - June	21,365.65
Underground Service Alert of Northern California	California State Fee Regulatory Costs And Membership Billing	21,181.41
OID Improvement Districts	July 2022 Reimbursement	17,174.39
		609,515.35
	Other Obligations:	185,824.19
	Total Obligations:	\$ 795,339.54

FISCAL IMPACT: \$795.339.54

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**

September 6, 2022

Accounts Payable
Check Register - September 6, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
7/26/2022	31674	P G & E	\$ 63,381.21	Electricity - June
8/2/2022	802221	Internal Revenue Service	963.01	Payroll Taxes
8/2/2022	802222	Employment Development Department	31.19	Payroll Taxes
8/5/2022	805221	Internal Revenue Service	63,578.11	Payroll Taxes
8/5/2022	805222	ICMA Retirement	3,238.65	Retirement Contribution
8/5/2022	805223	Employment Development Department	12,075.36	Payroll Taxes
8/5/2022	805224	California Public Employees' Retirement System	38,353.49	Retirement Contribution
8/5/2022	805225	VOYA Retirement	9,246.79	Retirement Contribution
8/5/2022	808221	California Public Employees' Retirement System	700.00	GASB68 Reporting
8/5/2022	80520221	Visa	2,633.71	Annual Subscription For Cloud Reporting, and Secretary/Clerk Conference
8/8/2022	31675	Ace Hardware	140.12	Connecters, Elbows, Spray Paint and Hinges
8/8/2022	31676	Airgas USA, LLC	520.37	Oxygen, Nitrogen, Acetylene and Cylinder Rental
8/8/2022	31677	Allied Concrete and Supply Co., Inc.	613.82	Concrete
8/8/2022	31678	Amazon	3,396.15	Inverters, Golights, Cork Board and Geosystems
8/8/2022	31679	App Agency Inc., c/o Louis Chavez	60.00	Website Hosting - oidwaterresources.org - July and August
8/8/2022	31680	Ash, Jon	144.00	Health and Wellness Reimbursement May-July 2022
8/8/2022	31681	Bobcat Central, Inc.	855.18	Couplers
8/8/2022	31682	California State Disbursement Unit	425.53	Levy
8/8/2022	31683	Casey Records Management	96.00	Shredding - July
8/8/2022	31684	Central Valley Ag Grinding, Inc.	1,213.00	Green Waste Disposal
8/8/2022	31685	City of Oakdale Utilites	8,438.03	Water Usage
8/8/2022	31686	Coffee Break Service, Inc.	302.98	Coffee Services
8/8/2022	31687	Comcast	469.54	Analog Lines, TV and Internet - July
8/8/2022	31688	Condor Earth Technologies, Inc.	660.75	OID Ongoing CalARP Support Services
8/8/2022	31689	Denair Lumber Company, Inc.	334.70	Plywood
8/8/2022	31690	Ellis Self Storage, Inc.	96.00	Storage - August
8/8/2022	31691	Fastenal Company	3,549.43	Berry Powder, Bug X, Earplugs, Towelettes, Bolts and Drill Bits
8/8/2022	31692	Fedak & Brown LLP	2,859.00	2021 Financial Statement Audit Services
8/8/2022	31693	First Choice Industrial Supply Inc.	304.53	Bathroom Tissue, Paper Towels and Disinfecting Wipes
8/8/2022	31694	George Reed, Inc.	3,960.59	Minus and Crushed 3/4"
8/8/2022	31695	Gilton Solid Waste Management, Inc.	425.39	Refuse Charges - July
8/8/2022	31696	Giuliani & Kull, Inc.	675.00	WR# 101 - On-Call Surveying Services
8/8/2022	31697	Grainger	24.71	Reducing Tees
8/8/2022	31698	Grover Landscape Services, Inc.	567.10	Landscaping - July
8/8/2022	31699	Haidlen Ford	938.50	Insulators, Bolts, Brake Pads and Starter
8/8/2022	31700	Hilmar Lumber, Inc.	1,372.27	Elbows, Coupler, Purple Primer and PVC Busing
8/8/2022	31701	Holt of California, Inc.	1,929.77	Hoses, Water Pumps and Mold Board End Bits
8/8/2022	31702	Hughson Farm Supply	674.14	Cylinder, Oil and Sledge Hammer
8/8/2022	31703	Hunt & Sons, Inc.	22,367.11	Fuel
8/8/2022	31704	Jorgensen Company	312.27	Mixed Gas
8/8/2022	31705	Liebert Cassidy Whitmore	2,690.00	Employment Relations Consortium Membership 7/1/22-06/30/23
8/8/2022	31706	Lincoln National Life Insurance Company	684.09	Life Insurance - August
8/8/2022	31707	Mecom Equipment, LLC	55.98	Filters
8/8/2022	31708	Mission Uniform Service	890.33	Uniform Services
8/8/2022	31709	Moore Quality Galvanizing L.P.	290.41	Galvanized Handrails, Pipe Stand and Box Cover Pump
8/8/2022	31710	Next Level Parts, Inc.	467.28	Belts, Connectors, Brake Fluid, Fittings and Hose
8/8/2022	31711	Oakdale Automotive Repair & Tire	315.98	Tires
8/8/2022	31712	Oakdale Enrichment Society	1,000.00	2023 4th Of July Celebration Donation
8/8/2022	31713	Oakdale Leader	30.00	2022 Community Awareness - Back To School
8/8/2022	31714	ODP Business Solutions LLC	316.14	Office Supplies
8/8/2022	31715	Ontel Security Services, Inc.	275.00	Security Montioring Services - July
8/8/2022	31716	Pape Machinery - Power Plan	185.57	Sensor O-Rings and Filter

Accounts Payable

Check Register - September 6, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
8/8/2022	31717	Power Services, Inc.	825.00	Pump Tests
8/8/2022	31718	Provost & Pritchard Consulting Group, Inc.	21,365.65	OID South Main Canal Segment 3 - June
8/8/2022	31719	Ray Morgan Company	393.29	Copier Usage 06/24/22 - 07/23/22
8/8/2022	31720	Rubicon, Inc.	4,364.00	WR# 002 - Technical Support
8/8/2022	31721	Safe-T-Lite of Modesto, Inc.	917.63	No Trespassing Signs
8/8/2022	31722	Samba Holdings, Inc.	189.56	Fleet Watch - July
8/8/2022	31724	Stanislaus County Department of Public Works	810.00	Record Of Survey For Realignment
8/8/2022	31725	Steve Harkrader Trucking	34,557.50	Hauling Dirt Services
8/8/2022	31726	Streamline	400.00	Member Web Services - August
8/8/2022	31727	Target Specialty Products	805.45	Super Marking Dye
8/8/2022	31728	Tim O'Laughlin A Professional Law Corporation	8,280.00	Legal Matters - July
8/8/2022	31729	TP Express	2,475.00	Regular Portable and Towable Restrooms - August
8/8/2022	31730	Tractor Supply Co.	48.71	D-Ring Packs
8/8/2022	31731	Tri-West Tractor Incorporated	1,221.46	Levers, Cylinder and Pins
8/8/2022	31732	Trout, Kaitlin	158.28	Refund Remaining Hydrant Meter Deposit
8/8/2022	31733	TuCARE	130.00	Membership Renewal
8/8/2022	31734	United Rentals Northwest, Inc.	4,057.08	Generator and Message Board Solar Rental
8/8/2022	31735	USCID	500.00	2022-2023 USCID Membership
8/8/2022	31736	Verizon	1,512.90	Vehicle Tracking Services - July
8/8/2022	31738	Wienhoff Drug Testing, Inc.	1,360.00	Pre-Employment Testing and Random Selection Tests
8/8/2022	31739	Wille Electric Supply Co., Inc.	599.97	Insecticide and Wall Pack Light Kit
8/8/2022	31740	Coonce, Graydon	75.00	Productivity Enhancement Reimbursement Certificates
8/8/2022	31741	Stanislaus County Clerk Recorder	87.00	Record Of Survey For Realignment
8/8/2022	31742	Stanislaus County Clerk Recorder	104.00	Quitclaim Deeds Recording Fee
8/9/2022	809221	Internal Revenue Service	906.24	Payroll Taxes
8/9/2022	809222	Employment Development Department	146.98	Payroll Taxes
8/10/2022	810221	California Public Employees' Retirement System	103.33	Retirement Contribution
8/19/2022	819221	Internal Revenue Service	59,290.23	Payroll Taxes
8/19/2022	819222	ICMA Retirement	3,157.59	Retirement Contribution
8/19/2022	819223	VOYA Retirement	9,371.49	Retirement Contribution
8/19/2022	819224	Employment Development Department	11,382.41	Payroll Taxes
8/19/2022	819225	California Public Employees' Retirement System	38,234.08	Retirement Contribution
8/22/2022	31743	ABS Presort, Inc.	2,436.61	Volumetric Statements August 2022
8/22/2022	31744	Ace Hardware	102.67	Studs, Battery, Outlet Box and Switch
8/22/2022	31745	ACWA-JPIA	10,911.35	Dental and Vision Insurance - September
8/22/2022	31746	ACWA - Joint Powers Insurance Authority	9,895.70	Cyber Liability Insurance 7/01/22 - 06/30/23
8/22/2022	31747	Airgas USA, LLC	69.85	Oxygen
8/22/2022	31748	Amazon	2,147.61	USB Data Loggers, Canister Latch Kit, Hose, Solar Panel and Safety Glasses
8/22/2022	31749	Backflow Apparatus & Valve Co.	238.80	Test Kit Calibration and Valve
8/22/2022	31750	Bell, Richard	173.91	Refund Ditch Cleaning Deposit
8/22/2022	31751	California State Disbursement Unit	425.53	Levy
8/22/2022	31752	Cal-Sierra Pipe, Inc.	5,788.53	Pipe
8/22/2022	31753	Chicago Title Company	105.31	Refund: 13661 Valley Home Rd Oakdale
8/22/2022	31754	Chicago Title Co.	29.97	Refund: 11930 Horseshoe Rd. Oakdale
8/22/2022	31755	Coelho, Frank	75.00	Steel Toe Boot Reimbursement
8/22/2022	31756	Condor Earth Technologies, Inc.	1,171.50	OID Ongoing CalARP Support Services
8/22/2022	31757	Consumers Choice Pest Control	85.00	2022 3rd Quarter Pest Control Services
8/22/2022	31758	CoreLogic Solutions, LLC	291.75	Real Quest - July
8/22/2022	31759	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	8,644.09	Legal Matters - July
8/22/2022	31760	Da Silva, Joe	73.47	Steel Toe Boot Reimbursement
8/22/2022	31761	Far West Laboratories, Inc.	481.00	Bac-T Tests and Nitrate
8/22/2022	31762	Fastenal Company	1,248.23	Splice, Stud Ring Terminals, Heat Shrink, Abrasives and Batteries

Accounts Payable
Check Register - September 6, 2022



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
8/22/2022	31763	Fresno Valves & Castings, Inc.	5,201.86	Slide Gates
8/22/2022	31764	George Reed, Inc.	1,620.18	AB-CL II and Minus
8/22/2022	31765	Gilton Resource Recovery Transfer Facility, Inc.	1,090.06	Solid Waste Disposal - July
8/22/2022	31766	Gilton Solid Waste Management, Inc.	533.74	Refuse Charge - July
8/22/2022	31767	Graham, David	75.00	Steel Toe Boot Reimbursement
8/22/2022	31768	Grainger	243.40	Unloader and Switch
8/22/2022	31769	Haidlen Ford	1,744.74	Radiator, Driveshaft, Clutch, and Boots
8/22/2022	31770	Hilmar Lumber, Inc.	633.96	Tees and Caps
8/22/2022	31771	Holt of California, Inc.	224.38	Sensor
8/22/2022	31772	Hughson Farm Supply	202.26	Bars and Rings
8/22/2022	31773	Hunt & Sons, Inc.	18,784.35	Fuel
8/22/2022	31774	JJ Keller & Associates, Inc.	244.97	Hazardous Material Sheets and Out Of Service Tags
8/22/2022	31775	Kaiser Foundation Health Plan, Inc.	43,659.11	Healthcare Insurance - September
8/22/2022	31776	Ketchum Jr., Castle	27.26	Mileage Reimbursement
8/22/2022	31777	Keyes Truck Center	79.16	Air Filters
8/22/2022	31778	Krohne Inc.	16,007.28	Flow Meter and Converters
8/22/2022	31779	The McClatchy Company, LLC	675.00	Social Media Recruitment 07/11/22 - 07/25/22
8/22/2022	31780	McMaster-Carr	264.86	Steel Hinges
8/22/2022	31781	Mission Uniform Service	401.35	Uniform Services
8/22/2022	31782	Modesto Irrigation District	1,028.98	Electricity - July
8/22/2022	31783	Morrill Industries, Inc.	835.55	Couplers
8/22/2022	31784	Motor Parts Distributors, Inc.	500.17	Oil
8/22/2022	31785	Network Builders IT, Inc.	8,134.75	Trend Micro WFBS and WatchGuard Security Renewal
8/22/2022	31786	Next Level Parts, Inc.	387.30	Switch, Spark Plug and Cable
8/22/2022	31787	NorCal Kenworth	671.84	Filters, Valve and Sensor
8/22/2022	31788	Oakdale Automotive Repair & Tire	999.59	Tires
8/22/2022	31789	Oakdale Garden Club	100.00	2022 Autumn Garden Tour
8/22/2022	31790	OID Improvement Districts	17,174.39	July 2022 Reimbursement
8/22/2022	31791	Operating Engineers Union Local No. 3	3,216.00	Union Dues - PPE: 08/13/22
8/22/2022	31792	P G & E	74,669.89	Electricity - August
8/22/2022	31793	Pakmail	19.39	Shipping Services
8/22/2022	31794	Redwood Health Services	3,780.16	125 Cafeteria Plan and Cobra Fees - September
8/22/2022	31795	Springbrook Holding Company, LLC	145.00	Civic Pay - July
8/22/2022	31796	SWRCB	652.00	SWPP Permit
8/22/2022	31797	Sutter Health Plus	46,610.30	Healthcare Insurance - September
8/22/2022	31798	Teter, LLP	6,871.64	WR# 001 - Greger Facility - July
8/22/2022	31799	Nunes, Jeff & Ronda	46.10	Refund Check 003503-000, 10208 Atlas Court
8/22/2022	31800	Underground Service Alert of Northern California	21,181.41	California State Fee Regulatory Costs and Membership Billing
8/22/2022	31801	Valley Tire Sales, Inc.	2,582.99	Tires, Mounting and Repair
8/22/2022	31802	Verizon Wireless	2,379.31	Cimis Station and Cell Phone Charges - July
8/22/2022	31803	Wille Electric Supply Co., Inc.	285.87	Wall Pack Light Kit
			<u>\$ 795,339.54</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
September 6, 2022

Voided Check No.: 31723 and 31737

THE FOREGOING CLAIMS, NUMBERED 31674 THROUGH 31803, 802221 THROUGH 802222, 805221 THROUGH 805225, 808221, 80520221, 809221 THROUGH 809222, 810221, 819221 THROUGH 819225. INCLUSIVE ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: September 6, 2022
Item Number: 4
Staff: Sharon Cisneros, CFO

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	July O & M Expenses	\$ 40,504.56

Total Obligations: \$ 40,504.56

FISCAL IMPACT: \$40,504.56

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**

0149

DATE: 9/6/2022		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	July O & M Expense	I.D. #	July O & M Expense		
1	\$2.23	31	\$2.23		Note: Included Misc. Recon. Items
2	2.23	36	2.23		
8	2.23	38	18.71		
13	2.23	41	7,770.23		
19	84.30	45	4,469.50		
20	2.23	46	14,152.58		
21	2.23	48	2.23		
22	1,710.80	51	12,193.71		
26	2.23	52			
29	82.43				
SUB-TOTAL	\$1,893.14	SUB-TOTAL	\$38,611.42	SUB-TOTAL	\$0.00
			VOUCHER CHARGES		
			Maintenance & Operations		\$40,504.56
			Prepaid Expense		\$0.00
			TOTAL AMOUNT		\$40,504.56

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2022 - AUGUST 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
0146	OAKDALE IRRIGATION DISTRICT	20,644.97	05/24/2022
0147	OAKDALE IRRIGATION DISTRICT	31,327.04	06/23/2022
0148	OAKDALE IRRIGATION DISTRICT	12,247.00	07/22/2022
0149	OAKDALE IRRIGATION DISTRICT	40,504.56	08/24/2022

THE FOREGOING CLAIM NUMBERED 0149 WERE APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: September 6, 2022
Item Number: 5
Staff: Sharon Cisneros, CFO

SUBJECT: APPROVE THE TREASURER'S REPORT AND FINANCIAL STATEMENTS FOR THE SEVEN MONTHS ENDING JULY 31, 2022

RECOMMENDED ACTION: Approve the Treasurer's Report and Financial Statements for the Seven Months Ending July 31, 2022

BACKGROUND AND/OR HISTORY:

The Treasurer's report provides the total Treasury and Improvement District Funds as of July 31, 2022. The month ended with \$51.9 million in designated reserves, \$1.6 million in restricted cash and \$15.5 million in operating cash.

As of the financial statement date of July 31, 2022, the District realized 65.0% of the budgeted revenues, and actual expenditures (including capital projects and purchases) utilized 50.7% 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 JULY 31, 2022

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING JULY 31, 2022

PERIOD ENDING	7/31/2022	RATE	6/30/2022	NET CHANGE
<u>OAKDALE IRRIGATION DISTRICT FUNDS</u>				
LAIF	\$172,725.97	1.090%	\$172,403.20	\$322.77
OAK VALLEY COMMUNITY BANK CHECKING	1,381,294.70		1,905,346.74	(524,052.04)
OVCB BUSINESS PLUS SAVINGS	1,990,121.49	0.500%	4,197,016.55	(2,206,895.06)
UNION BANK OF CALIFORNIA	63,864,661.39	1.970%	63,702,015.78	162,645.61
<i>TOTAL TREASURY FUNDS</i>	67,408,803.55		69,976,782.27	(2,567,978.72)
<u>IMPROVEMENT DISTRICT FUNDS</u>				
IMPROVEMENT DISTRICT'S FUNDS	1,583,035.23		1,526,164.67	56,870.56
<i>TOTAL IMPROVEMENT DISTRICT FUNDS</i>	1,583,035.23		1,526,164.67	56,870.56
<u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u>	<u>\$68,991,838.78</u>		<u>\$71,502,946.94</u>	<u>(\$2,511,108.16)</u>

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING JULY 31, 2022

DISTRICT CASH AND CASH EQUIVALENTS		7/31/2022	7/31/2021	NET CHANGE
Beginning Balance: 7/1/2022		\$69,976,782.27		
Receipts / Earnings / Transfers		621,859.26		
Expenditures / Transfers		(3,189,837.98)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	7/31/2022	\$67,408,803.55	\$72,567,844.61	(\$5,159,041.06)

GENERAL FUND

Beginning Balance: 7/1/2022 \$18,122,690.95

RECEIPTS / EARNINGS

Tri Dam Cash Receipts

Net Investment Income 165,025.01

Collection Receipts 456,834.25

Total Receipts: 621,859.26

EXPENDITURES

Accounts Payable 2,828,270.98

Payroll 361,567.00

Total Expenditures: (3,189,837.98)

BALANCE ON HAND:	7/31/2022	\$15,554,712.23	\$15,017,613.74	\$537,098.49
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DESIGNATED FUNDS:

MAIN CANAL & TUNNEL REPLACEMENT/IMPROVEMENT PROJECT RESERVE

Beginning Balance: 7/1/2022 \$0.00

Transfer from General Fund 0.00

Transfer Funds to General Fund 0.00

BALANCE ON HAND:	7/31/2022	\$0.00	\$986,948.22	(\$986,948.22)
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JOINT CANYON TUNNEL PROJECT RESERVE

Beginning Balance: 7/1/2022 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: 7/1/2022 \$5,911,438.88

Transfer from General Fund 0.00

Transfer to General Fund 0.00

BALANCE ON HAND:	7/31/2022	\$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: 7/1/2022 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 JULY 31, 2022

DISTRICT CASH AND CASH EQUIVALENTS	7/31/2022	7/31/2021	NET CHANGE
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OPERATING FACILITY PROJECT RESERVE

Beginning Balance: 7/1/2022	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: 7/1/2022	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: 7/1/2022	\$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: 7/1/2022	\$1,085,724.05		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 7/31/2022	\$1,085,724.05	\$1,072,337.96	\$13,386.09

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE

Beginning Balance: 7/1/2022	\$187,137.19		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 7/31/2022	\$187,137.19	\$561,967.02	(\$374,829.83)

BUILDING AND FACILITIES IMPROVEMENT PROJECT RESERVE

Beginning Balance: 7/1/2022	\$3,075,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 7/31/2022	\$3,075,000.00	\$3,075,000.00	\$0.00

EMPLOYEE COMPENSATION ABSENCES RESERVE

Beginning Balance: 7/1/2022	\$1,074,203.21		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 7/31/2022	\$1,074,203.21	\$982,419.91	\$91,783.30

OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING JULY 31, 2022

DISTRICT CASH AND CASH EQUIVALENTS	7/31/2022	7/31/2021	NET CHANGE
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RESTRICTED FUNDS

IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 7/1/2022	\$1,526,164.67		
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Receipts	69,117.56		
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Expenditures	(12,247.00)		
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BALANCE ON HAND:	7/31/2022	\$1,583,035.23	\$1,527,522.72	\$55,512.51
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FILED: August 16, 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



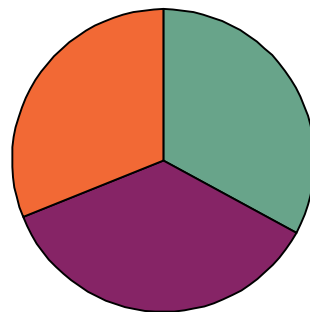
Overview of Total Account Value

Closing Value on 12/31/2021	\$67,125,429.31
Opening Value on 07/01/2022	\$62,728,123.61
Closing Value on 07/31/2022	\$62,931,352.90
Net Change For Period	\$203,229.29

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
32.92%	20,716,289.72	Cash & Cash Equivalents
36.01%	22,665,038.00	Government Obligations
31.07%	19,550,025.18	Corporate Obligations
100.00%	\$62,931,352.90	Total Account Value

Account Statement

Statement Period

July 1, 2022 through July 31, 2022

Account Number

Account Name

OAKDALE IRRIGATION DISTRICT

Relationship Manager

Online Access

unionbank.com/trustandcustody

Contents

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





■ **Account Number**

■ **Account Name**
OAKDALE IRRIGATION DIST

Account Statement

■ **Statement Period**

July 1, 2022 through July 31, 2022

Principal Portfolio Summary

■ Description	Market Value	Percentage of Portfolio	Current Yield
Cash & Cash Equivalents	20,716,289.72	32.92%	1.36%
Government Obligations	22,665,038.00	36.01%	2.03%
Corporate Obligations	19,550,025.18	31.07%	2.56%
Total Principal Portfolio	\$62,931,352.90	100.00%	1.97%

Unrealized Gain/Loss Summary

■ Description	Cost Basis	Market Value	Gain/Loss
Cash & Cash Equivalents	20,686,256.77	20,716,289.72	30,032.95
Government Obligations	22,779,952.40	22,665,038.00	(114,914.40)
Corporate Obligations	20,398,452.22	19,550,025.18	(848,427.04)
Total Gain/Loss	\$63,864,661.39	\$62,931,352.90	(\$933,308.49)

Cash Transactions Summary

■	Principal Cash
Receipts	
Dividend	5,045.45
Interest	169,463.04
Sales	2,488,310.71
Maturities/Redemptions	3,643,477.46
Total Receipts	\$6,306,296.66

Cash Transactions Summary (continued)

■	Principal Cash
Disbursements	
Purchases	(6,294,433.78)
Fees	(11,862.88)
Total Disbursements	(\$6,306,296.66)
Total Net Transactions	\$0.00



Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

July 1, 2022 through July 31, 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	5,198,271.8200	5,198,271.82	5,198,271.82	1.0000 07/29/2022	8.26%	1.83%	95,228.96
Disc Comm'l Paper/Bnker Accpt								
THE COCA COLA COMPANY DISC COML PAPER DTD 08/06/21 08/01/22	19121BH10	3,000,000.0000	2,992,275.00	3,000,000.00	100.0000 07/29/2022	4.75%	1.04%	31,329.17
LLOYDS BK CORPORATE MKTS PLC DISC COML PAPER DTD 11/8/2021 8/5/2022	53948BH51	3,000,000.0000	2,994,082.50	2,999,460.00	99.9820 07/29/2022	4.77%	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	999,560.00	99.9560 07/29/2022	1.59%	0.28%	2,828.26
CREDIT AGRICOLE CIB DISC COML PAPER DTD 06/01/22 09/01/22	22533UJ12	1,195,000.0000	1,190,204.07	1,192,633.90	99.8020 07/29/2022	1.90%	1.71%	20,354.82
AMAZON COM INC DISC COML PAPER DTD 02/01/22 09/13/22	02314QJD2	2,850,000.0000	2,836,522.67	2,842,162.50	99.7250 07/29/2022	4.52%	1.14%	32,363.33
CREDIT AGRICOLE CIB DISC COML PAPER DTD 03/23/22 09/20/22	22533UJL8	2,000,000.0000	1,988,658.89	1,993,200.00	99.6600 07/29/2022	3.17%	1.76%	35,080.55





Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

July 1, 2022 through July 31, 2022

Asset Detail - Principal Portfolio (continued)

Cash & Cash Equivalents

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Disc Comm'l Paper/Bnker Accept								
SUMITOMO MITSUI TRUST BANK DISC COML PAPER DTD 07/05/22 09/22/22	86563HJN1	1,950,000.0000	1,941,024.04	1,943,097.00	99.6460 07/29/2022	3.09%	2.31%	44,879.80
TOYOTA MOTOR CREDIT CO DISC COML PAPER DTD 04/01/22 09/26/22	89233HJS4	550,000.0000	547,286.67	547,904.50	99.6190 07/29/2022	0.87%	2.23%	12,226.73
Total Cash & Cash Equivalents			\$20,686,256.77	\$20,716,289.72		32.92%	1.36%	\$282,504.12

Government Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Federal Govt Agency								
FANNIE MAE 0.25% 5/22/2023	3135G04Q3	5,000,000.0000	4,903,350.00	4,889,500.00	97.7900 07/29/2022	7.77%	0.26%	12,500.00
FEDERAL HOME LOAN BANKS CONS BD 2.275% 6/30/2023	3130ASBX6	3,000,000.0000	3,000,000.00	2,977,830.00	99.2610 07/29/2022	4.73%	2.29%	68,250.00
FEDERAL HOME LOAN BANKS 2.1250% 2/28/2024	3130ARHG9	5,000,000.0000	4,963,280.00	4,933,800.00	98.6760 07/29/2022	7.84%	2.15%	106,250.00
FEDERAL FARM CR BKS CONS BD 2.6250% 5/16/2024	3133ENWP1	5,000,000.0000	4,993,595.00	4,971,650.00	99.4330 07/29/2022	7.90%	2.64%	131,250.00



Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

July 1, 2022 through July 31, 2022

Asset Detail - Principal Portfolio (continued)

Government Obligations

Asset Name	Asset Identifier	Shares/ Units Held	Cost Basis	Market Value	Price/ Date Priced	Percentage of Portfolio	Current Yield	Estimated Annual Income
Federal Govt Agency								
FEDERAL HOME LOAN BANKS 2.8750% 6/14/2024	3130A1XJ2	4,900,000.0000	4,919,727.40	4,892,258.00	99.8420 07/29/2022	7.77%	2.88%	140,875.00
Total Government Obligations			\$22,779,952.40	\$22,665,038.00		36.01%	2.03%	\$459,125.00

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 AMER CORP 3.3000% 1/11/2023	06051GEU9	3,150,000.0000	3,336,921.00	3,152,299.50	100.0730 07/29/2022	5.01%	3.30%	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	1,834,759.68	100.0960 07/29/2022	2.92%	3.20%	58,656.00
SCHWAB CHARLES CORP NEW 2.6500% 1/25/2023	808513AT2	3,100,000.0000	3,145,384.00	3,091,289.00	99.7190 07/29/2022	4.91%	2.66%	82,150.00
BANK NEW YORK MELLON CORP 2.9500% 1/29/2023	06406RAE7	2,750,000.0000	2,917,337.50	2,747,250.00	99.9000 07/29/2022	4.37%	2.95%	81,125.00
BERKSHIRE HATHAWAY INC DTD 02/11/2013 3.00% 02/11/2023	084670BJ6	1,475,000.0000	1,573,456.25	1,475,073.75	100.0050 07/29/2022	2.34%	3.00%	44,250.00
HOME DEPOT INC 2.7000% 4/1/2023	437076AZ5	1,950,000.0000	1,961,407.50	1,943,428.50	99.6630 07/29/2022	3.09%	2.71%	52,650.00





Account Number

Account Name
OAKDALE IRRIGATION DIST

Account Statement

Statement Period

July 1, 2022 through July 31, 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								
APPLE INC 5/11/2023	037833DV9	2,825,000.0000	2,857,572.25	2,774,347.75	98.2070 07/29/2022	4.41%	0.76%	21,187.50
TOYOTA MTR CR CORP FR 0.5000% 8/14/2023	89236THF5	1,250,000.0000	1,251,250.00	1,215,925.00	97.2740 07/29/2022	1.93%	0.51%	6,250.00
JPMORGAN CHASE & CO 3.8750% 2/1/2024	46625HJT8	1,300,000.0000	1,417,936.00	1,315,652.00	101.2040 07/29/2022	2.09%	3.83%	50,375.00
Total Corporate Obligations			\$20,398,452.22	\$19,550,025.18		31.07%	2.56%	\$500,593.50
Total Principal Portfolio			\$63,864,661.39	\$62,931,352.90		100.00%	1.97%	\$1,242,222.62
Total Account Values			\$63,864,661.39	\$62,931,352.90		100.00%	1.97%	\$1,242,222.62



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

July 1, 2022 through July 31, 2022

Bond Maturity Summary

	Face Value	Par Value	Cost Basis	Market Value	Percentage of Bond Market Value
2022		15,545,000.000	15,487,984.95	15,518,017.90	26.88%
2023		26,333,000.000	26,883,866.22	26,101,703.18	45.21%
2024		16,200,000.000	16,294,538.40	16,113,360.00	27.91%
2025					
2026					
2027					
2028					
2029					
2030					
2031					
Ten-to-Fourteen Years					
Fifteen-to-Nineteen Years					
Twenty Years and Over					
Total	\$0.00	58,078,000.000	\$58,666,389.57	\$57,733,081.08	100.00%

Transaction Detail

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
Beginning Balance				\$0.00	\$63,702,015.78
07/01/22	Purchases	PURCHASED 5,045.45 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 07/01/22	31617510S	(5,045.45)	5,045.45
07/01/22	Dividend	CASH RECEIPT OF DIVIDEND EARNED ON FIDELITY GOVT MMKT INST CL-I #57 DIVIDEND FROM 6/1/22 TO 6/30/22	31617510S	5,045.45	
07/07/22	Maturities/Redemptions	MATURED 1,750,000 PAR VALUE OF TOYOTA MTR CRED DC/P 7/07/22 TRADE DATE 07/07/22 1,750,000 PAR VALUE AT 100 %	89233HG73	1,746,850.49	(1,746,850.49)





Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

July 1, 2022 through July 31, 2022

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
07/07/22	Interest	CASH RECEIPT OF INTEREST EARNED ON TOYOTA MTR CRED DC/P 7/07/22 0/\$1 PV ON 1,750,000 PAR VALUE DUE 7/7/2022 1,750,000 PAR VALUE AT 100 %	89233HG73	3,149.51	
07/07/22	Purchases	PURCHASED 1,750,000 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 07/07/22	31617510S	(1,750,000.00)	1,750,000.00
07/08/22	Purchases	PURCHASED 550,000 PAR VALUE OF TOYOTA MTR CRED DC/P 9/26/22 TRADE DATE 07/07/22 PURCHASED THROUGH CITIBANK/PA 550,000 PAR VALUE AT 99.50666727 %	89233HJS4	(547,286.67)	547,286.67
07/08/22	Sales	SOLD 547,286.67 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 07/08/22	31617510S	547,286.67	(547,286.67)
07/11/22	Sales	SOLD 1,941,024.04 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 07/11/22	31617510S	1,941,024.04	(1,941,024.04)
07/11/22	Maturities/Redemptions	MATURED 1,900,000 PAR VALUE OF SIEMENS CAPITAL CO DC/P 7/11/22 TRADE DATE 07/11/22 1,900,000 PAR VALUE AT 100 %	82619UGB4	1,896,626.97	(1,896,626.97)
07/11/22	Interest	CASH RECEIPT OF INTEREST EARNED ON SIEMENS CAPITAL CO DC/P 7/11/22 0/\$1 PV ON 1,900,000 PAR VALUE DUE 7/11/2022 1,900,000 PAR VALUE AT 100 %	82619UGB4	3,373.03	
07/11/22	Interest	CASH RECEIPT OF INTEREST EARNED ON BANK AMER CORP 3.300% 1/11/23 0.0165/\$1 PV ON 3,150,000 PAR VALUE DUE 7/11/2022	06051GEU9	51,975.00	



Account Number

Account Name

OAKDALE IRRIGATION DIST

Account Statement

Statement Period

July 1, 2022 through July 31, 2022

Transaction Detail (continued)

Date	Activity	Description	Asset Identifier	Principal Cash	Cost Basis
07/11/22	Purchases	PURCHASED 1,951,975 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 07/11/22	31617510S	(1,951,975.00)	1,951,975.00
07/11/22	Purchases	PURCHASED 1,950,000 PAR VALUE OF SUMITOMO MTSU TRST DC/P 9/22/22 TRADE DATE 07/11/22 PURCHASED THROUGH CHASE SECURITIES, INC. 1,950,000 PAR VALUE AT 99.53969436 %	86563HJN1	(1,941,024.04)	1,941,024.04
07/25/22	Interest	CASH RECEIPT OF INTEREST EARNED ON JPMORGAN CHASE NTS 3.200% 1/25/23 0.016/\$1 PV ON 1,833,000 PAR VALUE DUE 7/25/2022	46625HJH4	29,328.00	
07/25/22	Interest	CASH RECEIPT OF INTEREST EARNED ON SCHWAB CHARLES CORP 2.650% 1/25/23 0.01325/\$1 PV ON 3,100,000 PAR VALUE DUE 7/25/2022	808513AT2	41,075.00	
07/25/22	Fees	INVESTMENT SERVICES FEE COLLECTED For Period Ending 20220630		(11,862.88)	
07/25/22	Purchases	PURCHASED 58,540.12 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 07/25/22	31617510S	(58,540.12)	58,540.12
07/29/22	Interest	CASH RECEIPT OF INTEREST EARNED ON BANK NY MELLON CORP 2.950% 1/29/23 0.01475/\$1 PV ON 2,750,000 PAR VALUE DUE 7/29/2022	06406RAE7	40,562.50	
07/29/22	Purchases	PURCHASED 40,562.5 UNITS OF FIDELITY GOVT MMKT INST CL-I #57 TRADE DATE 07/29/22	31617510S	(40,562.50)	40,562.50
Net Activity				\$0.00	\$162,645.61
Ending Balance				\$0.00	\$63,864,661.39



OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

July 31, 2022

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT



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Oakdale Irrigation District
Statement of Net Position
For the Month Ending July 31, 2022 and 2021



	2022	2021	Change
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 3,544,892	\$ 5,127,277	\$ (1,582,385)
Restricted Cash and cash equivalents	1,583,035	1,527,523	55,513
Investments	63,864,661	67,443,363	(3,578,702)
Receivables			
Accrued Interest	121,906	129,471	(7,565)
Annexation fees	995,519	1,274,805	(279,286)
Agricultural water fees	765,031	-	765,031
Property Taxes Receivable	-	-	-
Due from other governmental agencies	2,261	2,045	216
Miscellaneous	154,345	2,592	151,752
Domestic water fees	17,879	15,365	2,514
Inventory of materials and supplies	828,417	692,504	135,913
Prepaid expenses	396,916	361,330	35,586
Due from Improvement Districts	18,252	6,202	12,050
Total current assets	72,293,113	76,582,478	(4,289,365)
Noncurrent assets:			
Accounts receivable - delinquencies	1,199	3,466	(2,268)
Due from other governmental agencies	297,277	297,277	-
Annexation fees receivable	11,654,778	12,659,858	(1,005,080)
Investments in Tri-Dam Project/Authority	58,615,544	42,526,117	16,089,428
Capital assets:			
Not being depreciated	7,799,533	7,458,058	341,475
Being depreciated, net	104,544,160	102,678,967	1,865,193
Total noncurrent assets	182,912,491	165,623,744	17,288,748
Total assets	255,205,604	242,206,222	12,999,383
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	258,750,817	245,953,761	12,797,057
LIABILITIES			
Current liabilities:			
Payable from nonrestricted assets			
Accounts payable	141,657	329,143	(187,486)
Accrued salaries, wages and related benefits	860,492	998,694	(138,202)
Unearned revenue	-	405,395	(405,395)
Deposits payable	22,529	31,696	(9,167)
Due to Improvement Districts	17,174	16,016	1,159
Claims payable	50,000	25,001	24,999
Interest expense payable	-	-	-
Long-term liabilities, due within one-year	-	-	-
Total current liabilities	1,091,853	1,805,944	(714,092)
Noncurrent liabilities:			
Long-term liabilities, due in more than one-year, net	24,207,478	25,316,287	(1,108,809)
Pensions	2,320,868	5,090,115	(2,769,247)
Total noncurrent liabilities	26,528,346	30,406,402	(3,878,056)
TOTAL LIABILITIES	27,620,199	32,212,347	(4,592,148)
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	1,583,035	1,527,523	55,513
Unrestricted	138,313,058	125,245,276	13,067,782
TOTAL NET POSITION	\$ 229,104,623	\$ 213,705,109	\$ 15,399,514

FOR INTERNAL REPORTING PURPOSES ONLY

Page 1

Oakdale Irrigation District
Statement of Revenues, Expenses, and Changes in net position
For the Month Ended July 31, 2022



	Current Month	YTD Actual	2022 Budget	Budget Remaining	% of 2022 Budget Remaining
Operating revenues:					
Agricultural water deliver charges (base rate)	\$ -	\$ 2,195,047	\$ 2,171,900	\$ (23,147)	0%
Water sales	772,218	2,484,207	2,120,000	(364,207)	0%
Domestic water delivery fee	28,409	134,907	235,000	100,093	43%
Improvement District Fees	-	46	47,450	47,404	100%
Other water related revenues	1,053	65,771	65,000	(771)	0%
Total operating revenues	801,680	4,879,979	4,639,350	(240,629)	0%
Operating expenses:					
Operation and maintenance	613,598	3,540,132	6,304,470	2,764,338	44%
Water operations	488,190	2,352,826	3,919,640	1,566,814	40%
General and administrative	152,876	1,706,265	3,620,875	1,914,610	53%
Depreciation / amortization	275,000	2,012,837	3,490,000	1,477,163	42%
Total operating expenses	1,529,664	9,612,060	17,334,985	7,722,925	45%
Operating Income (loss)	(727,984)	(4,732,082)	(12,695,635)	(7,963,553)	63%
Nonoperating revenues (expenses):					
County property tax appropriations	447	1,562,305	3,900,000	2,337,695	60%
Net Investment income (loss)	47,634	405,429	725,000	319,571	44%
Gain (loss) sale of assets	-	99,047	-	(99,047)	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	1,000	7,000	12,000	5,000	42%
Total non-operating rev. (exp.)	49,080	6,473,781	12,701,000	6,227,219	49%
	(678,904)	1,741,699	5,365	(1,736,334)	
Capital contributions	-	-	-	-	
Change in net position	\$ (678,904)	\$ 1,741,699	\$ 5,365	\$ (1,736,334)	0%
Capital expenditures & debt obligations	\$ 978,559	\$ 3,720,443	\$ 8,225,100	\$ 4,504,657	55%

Oakdale Irrigation District
Revenues
For the Month Ended July 31, 2022



	Current Month	YTD Actual	2022 Budget	Budget Remaining	% of 2022 Budget Remaining
Operating revenues					
Agricultural water service fees					
Tier 1	\$ -	\$ 1,944,154	\$ 1,921,000	\$ (23,154)	0%
Tier 2	-	250,893	250,900	7	0%
Water sales					
Tier 1	258,795	451,857	705,000	253,143	36%
Tier 2	287,751	509,555	815,000	305,445	37%
Local out-of-district	91,648	233,858	600,000	366,143	61%
Out-of-district	134,025	1,288,938	-	(1,288,938)	0%
Domestic water sales	28,409	134,907	235,000	100,093	43%
Improvement District Admin Fees	-	46	47,450	47,404	100%
Miscellaneous revenues					
Service Charges & Penalties	1,053	65,771	65,000	(771)	0%
Total Operating Revenue	801,680	4,879,979	4,639,350	(240,629)	0%
Non-operating revenues					
County property tax appropriations	447	1,562,305	3,900,000	2,337,695	60%
District Rental Properties	1,000	7,000	12,000	5,000	42%
Investment earnings					0%
Investment earnings (Loss)	176,575	620,353	325,000	(295,353)	0%
Other Interest income	369,278	374,085	400,000	25,915	6%
Gain (loss) sale of assets	-	99,047	-	(99,047)	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	547,300	7,062,790	13,737,000	6,674,210	49%
Capital Contributions	-	-	-	-	
Total Revenues	\$ 1,348,980	\$ 11,942,768	\$ 18,376,350	\$ 6,433,582	35%

Oakdale Irrigation District
Operating Expenses Summary
For the Month Ended July 31, 2022



	Current Month	YTD Actual	2022 Budget	Budget Remaining	% of 2022 Budget Remaining
Operating expenses					
Maintenance					
SSJID Main Supply Diversion Works	\$ -	\$ 1,472	\$ 30,000	\$ 28,528	95%
North Main Canal Maintenance	34,703	365,331	357,410	(7,921)	0%
South Main Canal Maintenance	62,089	287,696	413,210	125,514	30%
Irrigation Water Lateral Maint-North Side	218,361	1,204,418	2,153,360	948,943	44%
Irrigation Water Lateral Maint - South Side	97,875	685,314	1,529,990	844,676	55%
Pumping Plant Operations and Maintenance	55,837	240,249	472,550	232,301	49%
Drainage System Maintenance	54,877	240,023	359,260	119,237	33%
Building and Grounds Maintenance	23,863	166,457	321,670	155,213	48%
Vehicle and Equipment Maintenance	65,993	349,173	667,020	317,847	48%
Total Maintenance	613,598	3,540,132	6,304,470	2,764,338	44%
Water Operations					
Domestic Water System Maintenance	46,242	224,154	433,450	209,296	48%
Irrigation Water Operations - North Division	208,604	1,053,400	1,728,260	674,860	39%
Irrigation Water Operations - South Division	230,266	1,053,105	1,713,370	660,265	39%
Drainage Water Operations	78	5,720	19,600	13,880	71%
Water Measurement Management	3,000	16,446	24,960	8,514	34%
Total Water Operations	488,190	2,352,826	3,919,640	1,566,814	40%
General and Administrative					
General and Administrative	152,876	1,706,265	3,620,875	1,914,610	53%
Depreciation and Amortization	275,000	2,012,837	3,490,000	1,477,163	42%
Total General, Administrative and Depreciation	427,876	3,719,102	7,110,875	3,391,773	48%
Total Operating expenses	1,529,664	9,612,060	17,334,985	7,722,925	45%
Non-operating expenses					
Interest and investment expenses	498,219	589,009	1,036,000	446,991	43%
Total non-operating expenses	498,219	589,009	1,036,000	446,991	43%
Total Expenses	\$ 2,027,883	\$ 10,201,069	\$ 18,370,985	\$ 8,169,916	44%

Oakdale Irrigation District
Capital and Debt Expenditures
For the Month Ended July 31, 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	\$ 188,410	\$ 409,000
		Domestic Water Projects	-	125,000
		Flow Control and Measurement Structures	120,403	936,000
		Irrigation Service Turnout Replacement	96,018	929,000
		Main Canals and Tunnels Improvement Projects	-	113,800
		Outflow Management Projects	-	-
		Pipeline Replacement	695,850	996,000
		Reclamation Projects	72,041	-
		Subtotal for Water Resources Plan Improvements	1,172,723	3,508,800
		Tunnel 8 Rehabilitation Project	1,125,077	1,500,000
		Ag Pump Replacements	122,239	82,500
		Asset Management Program Implementation	400	-
		Operating Headquarters Design	209,591	500,000
		Canyon Tunnel-Joint with SSJID (1.15M x 28%)	22,278	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	99,173	-
		North Main Canal Seepage Mitigation Project-90% Design	-	64,800
			2,751,481	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	2,217	15,000
		Computer Server Storage expansion		9,000
		Engineering GPS Unit (Purchase or Lease)		45,000
		Ransomware Recovery Hardware	65,548	65,000
			67,765	134,000
00-000-15189-00	Office Building, Yard & Carport			
		Air Conditioners for Admin Building Offices	12,000	-
			12,000	-
		TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES	2,840,443	7,345,100
00-000-22320-00	Current portion - COP Debt		880,000	880,000
		TOTAL CAPITAL AND DEBT EXPENDITURES	\$ 3,720,443	\$ 8,225,100

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FOR INTERNAL REPORTING PURPOSES ONLY

BOARD AGENDA REPORT

Date: September 6, 2022
Item Number: 6
Staff: Scot Moody

**SUBJECT: APPROVE BOARD ATTENDANCE AT THE ACWA FALL CONFERENCE
NOVEMBER 29 – DECEMBER 1, 2022 IN INDIAN WELLS, CALIFORNIA**

RECOMMENDED ACTION: Approve Directors' attendance at the ACWA Fall Conference November 29 – December 1, 2022 in Indian Wells, California

BACKGROUND AND/OR HISTORY:

The ACWA Fall Conference is scheduled for November 29 - December 1, 2022 in Indian Wells, CA. This is being brought to the Board for approval of the Directors' attendance at the conference.

FISCAL IMPACT: Full Conference and Meals Early Registration is \$775 (by 11/11/22).
Full Conference Only Early Registration \$620 (by 11/11/22), Standard \$930

ATTACHMENTS:

- Preliminary Agenda for Fall Conference
- Registration, Meals & Hotel Pricing

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:

★ Agenda items marked with this symbol will be recorded and available for on-demand access after the live event.

Note: Tuesday Committee meetings will not be recorded or available on-demand.

ACWA JPIA - MONDAY, NOV 28

- 8:30 - 10:00 AM**
 - ACWA JPIA Program Committee
- 10:15 - 11:15 AM**
 - ACWA JPIA Executive Committee
- 1:30 - 4:00 PM**
 - ACWA JPIA Board of Directors
- 4:00 - 5:00 PM**
 - ACWA JPIA Town Hall
- 5:00 - 6:00 PM**
 - ACWA JPIA Reception

TUESDAY, NOV 29

- 7:00 AM - 6:00 PM**
 - Registration
- 8:00 AM - 9:45 AM**
 - Agriculture Committee
- 8:30 AM - Noon**
 - ACWA JPIA Seminars
- 10:00 - 11:45 AM**
 - Groundwater Committee
 - Energy Committee
- 11:00 AM - Noon**
 - Outreach Task Force
- Noon - 2:00 PM**
 - Committee Lunch Break
- 1:00 - 2:45 PM**
 - Legal Affairs Committee
 - Local Government Committee
 - Finance Committee
 - Water Management Committee
- 1:00 - 3:00 PM**
 - ACWA JPIA: Sexual Harassment Prevention for Board Members & Managers (AB 1825)
- 3:00 - 4:45 PM**
 - Communications Committee
 - Federal Affairs Committee
 - Membership Committee
 - Water Quality Committee
- 5:00 - 6:30 PM**
 - Welcome Reception in the Exhibit Hall

WEDNESDAY, NOV 30

- 7:30 AM - 5 PM**
 - Registration
- 8:00 - 9:45 AM**
 - Opening Breakfast *(Ticket Required)* ★
- 8:30 AM - 6:00 PM**
 - Connect in the Exhibit Hall
- 10:00 - 11:00 AM**
 - Attorneys Program ★
 - Finance Program ★
 - Region Forum ★
 - Statewide Forum ★
 - Water Industry Trends Program ★
- 11:15 AM - 12:15 PM**
 - Roundtable Talks
- 12:30 PM - 1:30 PM**
 - Networking Lunch in the Exhibit Hall *(Ticket Required)*
- 1:45 - 2:45 PM**
 - Attorney Program ★
 - Communications Committee Program ★
 - Finance Program ★
 - Statewide Forum ★
 - Water Industry Trends Program ★
- 3:00 - 3:30 PM**
 - Ice Cream Break in the Exhibit Hall
- 3:30 - 4:45 PM**
 - Regions 1-10 Membership Meetings
- 5:00 - 6:00 PM**
 - ACWA Reception in the Exhibit Hall
- 6:00 - 7:00 PM**
 - Women in Water Hosted Reception

THURSDAY, DEC 1

- 7:30 AM - 2:00 PM**
 - Registration
- 8:00 AM - 9:15 AM**
 - Exhibitor Demonstrations
 - Networking Continental Breakfast in the Exhibit Hall *(Ticket Required)*
- 8:00 AM - Noon**
 - Connect in the Exhibit Hall
- 8:30 - 10:45 AM**
 - Ethics Training (AB 1234) - *Limited Seating*
- 9:30 - 11:00 AM**
 - Attorney Program ★
 - Innovation Program ★
 - Region Forum ★
 - Statewide Forum ★
 - Water Industry Trends Program ★
- 11:15 - 11:45 AM**
 - Prize Drawings in the Exhibit Hall
- Noon - 2:00 PM**
 - General Session Luncheon *(Ticket Required)* ★
- 2:15 - 3:15 PM**
 - Attorney Program ★
 - Finance Program ★
 - Region Forum ★
 - Town Hall ★
 - Water Industry Trends Program ★
- 3:30 - 4:30 PM**
 - Closing Reception

Last modified: July 21, 2022

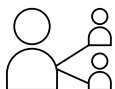
Registration required to attend any part of ACWA's Fall Conference & Exhibition, including Tuesday, Nov. 29 Committee Meetings. See www.acwa.com for health & safety attendance requirements.

REGISTRATION, MEALS AND HOTEL INFORMATION SHEET



REGISTER ONLINE

Register online by **November 11, 2022** at www.acwa.com to take advantage of the advance pricing.



REGISTER ON SOMEONE'S BEHALF

Select from a list of people affiliated with your company in your account. If the registrant is not listed, you will need to create a Portal profile for the registrant through the ACWA website before registering.

GROUP SAVINGS! Register 5 individuals from the same organization, receive a 6th registration free!
(Subject to terms and conditions.) **Contact Teresa Taylor at TeresaT@acwa.com for more information before registering.**

REGISTRATION OPTIONS <i>Advantage pricing applies to ACWA public agency members, associates & affiliates. Standard pricing applies to non-members of ACWA.</i>	ADVANCE DEADLINE: 11/11/22		ONSITE	
	ADVANTAGE	STANDARD	ADVANTAGE	STANDARD
Full Conference Registration & Meals Package Includes access to all conference programs, meal functions, Exhibit Hall and access to On-Demand Designated Conference Recordings after the live conference.	\$775	N/A	N/A	N/A
Full Conference Registration Only (meals sold separately) On-Demand Designated Conference Recordings NOT included but may be purchased separately.	\$620	\$930	\$650	\$975
Tuesday Committee Meetings Only (complimentary - must register to attend)	\$0	\$0	\$0	\$0
One-Day Conference Registration (meals sold separately) Wednesday, Nov. 30: Includes access to Welcome Reception in the Exhibit Hall on Tuesday night, access to the Exhibit Hall and all conference programs on Wednesday only. Thursday, Dec. 1: Includes access to the Exhibit Hall, all conference programs and the Closing Reception on Thursday only.	\$370	\$555	\$390	\$585
Guest Conference Registration (meals sold separately) Guest registration is not available to anyone with a professional reason to attend.	\$75	\$75	\$75	\$75
VIRTUAL OPTION: On-Demand Designated Conference Recordings Only Includes on-demand access to all designated recorded sessions after the live conference.	\$220	\$330	\$220	\$330
MEAL FUNCTIONS	ADVANCE		ONSITE	
Wednesday Opening Breakfast - November 30	\$50		\$55	
Wednesday Networking Luncheon - November 30	\$50		\$55	
Thursday Continental Breakfast in Exhibit Hall - December 1	\$40		\$45	
Thursday Luncheon - December 1	\$55		\$60	

HOTEL INFORMATION

You must be registered for the ACWA conference in order to receive hotel reservation information and conference special room rate. **Conference special rate is available August 29 - November 7**, based on availability.

HOTEL & ROOM RATES

Renaissance Esmeralda Resort & Spa Indian Wells
\$199 per night (plus applicable state, local taxes & fees, and \$10 discounted Resort fee)

Hyatt Regency Indian Wells Resort & Spa
\$199 per night (plus applicable state, local taxes & fees, and \$10 discounted Resort fee)

HEALTH & SAFETY

Please check [ACWA's conference page HERE](#) for current health & safety mandates.

IMPORTANT DATES

The conference hotel room block opens on August 29.

Deadline for group rate is November 7, 2022

For those **registering for conference prior to August 29**, information on how to reserve your hotel room will be provided via e-mail on August 15.

For those registering for conference from **August 29 to November 7**, your **confirmation e-mail** will include the information on how to reserve your hotel room and an opportunity to receive a conference special hotel rate.

BOARD AGENDA REPORT

Date:	September 6, 2022
Item Number:	7
Staff:	Eric Thorburn

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY FORM LETTER FOR WELL PERMIT VERIFICATION AS REQUIRED UNDER EXECUTIVE ORDER N-7-22

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

On March 28, 2022, Governor Newsom issued Executive Order N-7-22 (Order) associated with extreme and expanding drought conditions across the State. The Order includes requirements for well-permitting agencies specifically stating that "To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not: Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan."

Since the issuance of the Order, Stanislaus County has been in contact with the Stanislaus and Tuolumne Rivers Groundwater Basin Association (STRGBA) Groundwater Sustainability Agency (GSA) regarding multiple well permit applications in the Modesto Subbasin. The STRGBA GSA has developed and approved a form letter after review from its member agencies and legal counsel. That letter has been issued as necessary in response to Stanislaus County's requests for review of well permits in accordance with the requirements of the Order.

Within the Eastern San Joaquin Subbasin, OID formed its own exclusive GSA covering OID's service area and overlying portions of Stanislaus and San Joaquin Counties. Neither county has yet contacted the OID GSA for review of well permits within the Eastern San Joaquin Subbasin. However, OID GSA needs to be prepared with a Groundwater Sustainability Plan consistency verification process in place before any well permit applications are received. Attached are draft form letters proposed to be utilized in response to any well permit verification requests from either Stanislaus County or San Joaquin County within the OID GSA boundaries. The draft letters are consistent with the STRGBA GSA form letter which was previously reviewed by legal counsel. Staff recommends approval of the draft letters, to be executed as needed on behalf of the OID GSA. Staff will be available to answer any questions the Board may have.

FISCAL IMPACT: Staff time for review of well permits as necessary.

ATTACHMENTS:

- Draft OID GSA Well Verification Form Letter- Stanislaus County
 - Draft OID GSA Well Verification Form Letter- San Joaquin County
-

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:



VERIFICATION BY OID GSA OF GROUNDWATER WELL PERMIT IN STANISLAUS COUNTY ACCORDANCE WITH EXECUTIVE ORDER N-7-22

On March 28, 2022, Governor Newsom issued Executive Order N-7-22 associated with the extreme and expanding drought conditions across the State. Among other things, the Executive Order states: “To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not: Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.”

The Oakdale Irrigation District Groundwater Sustainability Agency (“OID GSA”) adopted the Eastern San Joaquin Subbasin Groundwater Sustainability Plan (“GSP”) for the San Joaquin Valley – Eastern San Joaquin Subbasin (“Basin”). The Basin is designated as “high-priority” and “critically over-drafted” by the Department of Water Resources and lies within portions of Stanislaus, San Joaquin and Calaveras Counties. The OID GSA is the exclusive groundwater sustainability agency (“GSA”) for the portion of the Basin that lies within OID’s service area. The GSP sets sustainable management criteria and defines projects and management actions to achieve its sustainability goals.

Property Owner (“Property Owner”) has submitted Application For Well Construction Permit No. ____ - ____ (“Application”) to Stanislaus County for review. The Application requests a permit to construct, modify, or repair a groundwater well in the portion of the Basin subject to the OID GSA’s groundwater management authority under the Sustainable Groundwater Management Act (“SGMA”). Among other things, under SGMA, the OID GSA has the authority to regulate, limit, or suspend extractions from any groundwater well constructed, modified, or repaired pursuant to this permit. (See Wat. Code, § 10726.4(a)(2).)

In accordance with the Executive Order N-7-22, Stanislaus County has requested the OID GSA’s review of the Application. Based upon the information provided and the analysis undertaken, the OID GSA verifies the actions contemplated in the Application would not be inconsistent with the GSP and would not decrease the likelihood of achieving the sustainability goals for the Basin defined in the GSP so long as any activities undertaken pursuant to any permit issued as a result of the Application, including, but not limited to, extraction of groundwater from the Basin from any well constructed, modified, or repaired, are undertaken in compliance with the GSP in its current form and as subsequently modified or amended, including, but not limited to, all sustainability criteria identified in the GSP and all projects and management actions undertaken pursuant to the GSP.

By supplying this Verification, the OID GSA does not warrant or guarantee that any permit issued as a result of the Application ensures Property Owner’s ability to extract any specific amount of groundwater from the Basin now or in the future, or the maintenance of any defined water level or water quality in the Basin.

The OID GSA is not responsible for or otherwise liable for any fees, costs, damages, investments, or payments related to any groundwater well permitted as a result of the Application, including, but not limited to, pumping fees, extraction limits, costs related to well failure, well deepening, increased maintenance, replacement, or operational costs.

Property Owner shall defend and indemnify the OID GSA and its agents, officers, and employees ("OID Parties") from any claim, action, liability, or proceeding against the OID Parties arising out of the Application, including, but not limited to, the OID GSA's review and verification of the Application pursuant to Executive Order N-7-22, the County of Stanislaus' review and action on the Application, the issuance of any permit on the Application, and any work or groundwater production undertaken pursuant to the Application. Property Owner's obligations under this Agreement to defend and indemnify the OID Parties shall include, but not be limited to, payment of all court costs and reasonable attorneys' fees, all litigation-related costs including OID GSA staff costs incurred in support of the litigation, all costs of any judgments or awards against the OID GSA, and/or all settlement costs, which arise out of the Application.

Eric Thorburn, Chair
OID GSA

Date

Property Owner is the sole fee title owner of APN: _____ (Property) or joint fee owner of the Property and has the full right, power and authority to execute this Verification and to carry out each and every obligation hereunder. To the best of Property Owner's knowledge, no legal impediment exists regarding the Property to prevent Property Owner from executing or performing in accordance with this Verification.

Property Owner Name

Property Owner Signature

Date

Property Owner Name

Property Owner Signature

Date

If additional Property Owners please continue with an additional signature sheet.



VERIFICATION BY OID GSA OF GROUNDWATER WELL PERMIT IN SAN JOAQUIN COUNTY IN ACCORDANCE WITH EXECUTIVE ORDER N-7-22

On March 28, 2022, Governor Newsom issued Executive Order N-7-22 associated with the extreme and expanding drought conditions across the State. Among other things, the Executive Order states: “To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not: Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.”

The Oakdale Irrigation District Groundwater Sustainability Agency (“OID GSA”) adopted the Eastern San Joaquin Subbasin Groundwater Sustainability Plan (“GSP”) for the San Joaquin Valley – Eastern San Joaquin Subbasin (“Basin”). The Basin is designated as “high-priority” and “critically over-drafted” by the Department of Water Resources and lies within portions of Stanislaus, San Joaquin and Calaveras Counties. The OID GSA is the exclusive groundwater sustainability agency (“GSA”) for the portion of the Basin within OID’s service area. The GSP sets sustainable management criteria and defines projects and management actions to achieve its sustainability goals.

Property Owner (“Property Owner”) has submitted Application For Well Construction Permit No. ____ - ____ (“Application”) to San Joaquin County for review. The Application requests a permit to construct, modify, or repair a groundwater well in the portion of the Basin subject to the OID GSA’s groundwater management authority under the Sustainable Groundwater Management Act (“SGMA”). Among other things, under SGMA, the OID GSA has the authority to regulate, limit, or suspend extractions from any groundwater well constructed, modified, or repaired pursuant to this permit. (See Wat. Code, § 10726.4(a)(2).)

In accordance with the Executive Order N-7-22, San Joaquin County has requested the OID GSA’s review of the Application. Based upon the information provided and the analysis undertaken, the OID GSA verifies the actions contemplated in the Application would not be inconsistent with the GSP and would not decrease the likelihood of achieving the sustainability goals for the Basin defined in the GSP so long as any activities undertaken pursuant to any permit issued as a result of the Application, including, but not limited to, extraction of groundwater from the Basin from any well constructed, modified, or repaired, are undertaken in compliance with the GSP in its current form and as subsequently modified or amended, including, but not limited to, all sustainability criteria identified in the GSP and all projects and management actions undertaken pursuant to the GSP.

By supplying this Verification, the OID GSA does not warrant or guarantee that any permit issued as a result of the Application ensures Property Owner’s ability to extract any specific amount of groundwater from the Basin now or in the future, or the maintenance of any defined water level or water quality in the Basin.

The OID GSA is not responsible for or otherwise liable for any fees, costs, damages, investments, or payments related to any groundwater well permitted as a result of the Application, including, but not limited to, pumping fees, extraction limits, costs related to well failure, well deepening, increased maintenance, replacement, or operational costs.

Property Owner shall defend and indemnify the OID GSA and its agents, officers, and employees ("OID Parties") from any claim, action, liability, or proceeding against the OID Parties arising out of the Application, including, but not limited to, the OID GSA's review and verification of the Application pursuant to Executive Order N-7-22, the County of San Joaquin's review and action on the Application, the issuance of any permit on the Application, and any work or groundwater production undertaken pursuant to the Application. Property Owner's obligations under this Agreement to defend and indemnify the OID Parties shall include, but not be limited to, payment of all court costs and reasonable attorneys' fees, all litigation-related costs including OID GSA staff costs incurred in support of the litigation, all costs of any judgments or awards against the OID GSA, and/or all settlement costs, which arise out of the Application.

Eric Thorburn, Chair
OID GSA

Date

Property Owner is the sole fee title owner of APN: _____ (Property) or joint fee owner of the Property and has the full right, power and authority to execute this Verification and to carry out each and every obligation hereunder. To the best of Property Owner's knowledge, no legal impediment exists regarding the Property to prevent Property Owner from executing or performing in accordance with this Verification.

Property Owner Name

Property Owner Signature

Date

Property Owner Name

Property Owner Signature

Date

If additional Property Owners please continue with an additional signature sheet.

BOARD AGENDA REPORT

Date: September 6, 2022
Item Number: 8
Staff: Eric Thorburn

SUBJECT: APPROVE THE ABANDONMENT OF A PORTION OF THE COULTER PUMP PIPELINE AND QUITCLAIM THE SECONDARY EASEMENT (APN: 014-048-009 – G 3 ENTERPRISES)

RECOMMENDED ACTION: Approve the abandonment and quitclaim of a portion of the Coulter Pump Pipeline.

BACKGROUND AND/OR HISTORY:

The Old Coulter Pump Pipeline traverses along the south side of Dusty Lane and terminates in the parcel noted above. The parcels along that portion of the Coulter Pump Pipeline have not been irrigated for many years, and the landowners of APN: 014-048-009 mistook the facility for a private pipeline. Upon completing irrigation system improvements, their sump box was installed on the Coulter Pump Pipeline. The landowners are amenable to Old abandoning and quitclaiming the Coulter Pump Pipeline on their property instead of being required to relocate their sump box. During the replacement of an upstream section of the pipeline a new inline valve and Krohne Meter were installed near the western property line of APN: 014-048-009 to serve as the measurable point of delivery for the parcel. Since the Coulter Pump Pipeline terminates in the parcel, Old has no operational need to keep that portion of the pipeline. Staff recommends the Board approve the abandonment and quitclaim of the Coulter Pump Pipeline and its secondary easement on the parcel noted above.

FISCAL IMPACT: Staff time for document preparation.

ATTACHMENTS:

- Abandonment Resolution
 - Quitclaim Resolution
 - Quitclaim Deed
-

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. 2022-30**

**ABANDONMENT OF A PORTION OF A DISTRICT FACILITY
COULTER PUMP PIPELINE**

APN: 014-048-009

WHEREAS, a portion of the Oakdale Irrigation District facility known as the Coulter Pump Pipeline is located within the southeast quarter of Section 24, Township 3 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County; and

WHEREAS, the landowner wishes to utilize that portion of the Coulter Pump Pipeline as a private facility and has requested abandonment by OID within the parcel noted above; and

WHEREAS, the Coulter Pump Pipeline within the parcel noted above has been reviewed by the Water Operations Department and has been determined to be operationally unnecessary; and

WHEREAS, Oakdale Irrigation District has no plan to expand or modify the use of that portion of the Coulter Pump Pipeline, has no need to maintain said facilities as described, and the abandonment of that portion of the Coulter Pump Pipeline will not be detrimental to the irrigation operations of the Oakdale Irrigation District.

NOW, THEREFORE BE IT RESOLVED, that we find the abandonment of the Coulter Pump Pipeline within the parcel noted above is appropriate and be adopted.

Upon motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled resolution was adopted this sixth day of September, 2022.

Yes:

No:

Absent:

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, Board President

Scot A. Moody, Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2022-31**

**AUTHORIZING QUITCLAIM DEED TO
G 3 ENTERPRISES, INC.**

APN: 014-048-009

WHEREAS, a portion of the Coulter Pump Pipeline lies within a secondary easement in the property noted above as defined under § 22438 of the California Water Code; and

WHEREAS, the landowner wishes to utilize that portion of the Coulter Pump Pipeline as a private facility and has requested abandonment by OID within the parcel noted above; and

WHEREAS, the Coulter Pump Pipeline terminates on the parcel noted above, and the Oakdale Irrigation District has no plan to expand existing irrigation beyond the current terminus; and

WHEREAS, quitclaim of any interest in a secondary easement for that portion of the Coulter Pump Pipeline will not impact the operations of the Oakdale Irrigation District.

NOW THEREFORE BE IT RESOLVED, that any interest in the right of way reserved to the Oakdale Irrigation District by a secondary easement on the Coulter Pump Pipeline be quitclaimed to the titled owner of said parcel, and that said Quitclaim in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was unanimously adopted this sixth day of September, 2022.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President

Scot A. Moody, Secretary

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:



OAKDALE IRRIGATION DISTRICT

1205 East F Street
Oakdale, CA 95361

MAIL TAX STATEMENTS TO:

G 3 Enterprises Inc.
5953 N. Weir Ave.
Livingston, CA 95334

APN: 014-048-009

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

Signature of declarant or agent determining tax-firm
name.

QUITCLAIM DEED

FOR A CONSIDERATION, receipt of which is hereby acknowledged,

OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, does hereby remise, release and forever quitclaim to the property owner of record, G 3 Enterprises, Inc., any interest in all rights of way reserved by a secondary easement on the Coulter Pump Pipeline. The parcel noted above is as shown on the Project Site Map attached hereto as Exhibit "B".

Approved by Board Action on September 6, 2022, as shown in the Resolution attached hereto as Exhibit "A".

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President

Date _____

Scot A. Moody, Secretary

Date

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of **Stanislaus**

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

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

WITNESS my hand and official seal

Signature (Seal)

CERTIFICATE OF ACKNOWLEDGMENT

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

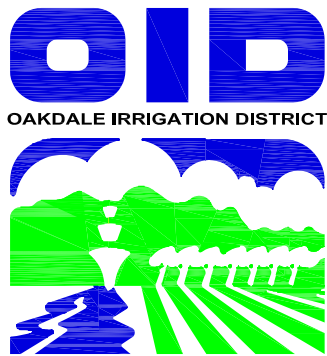
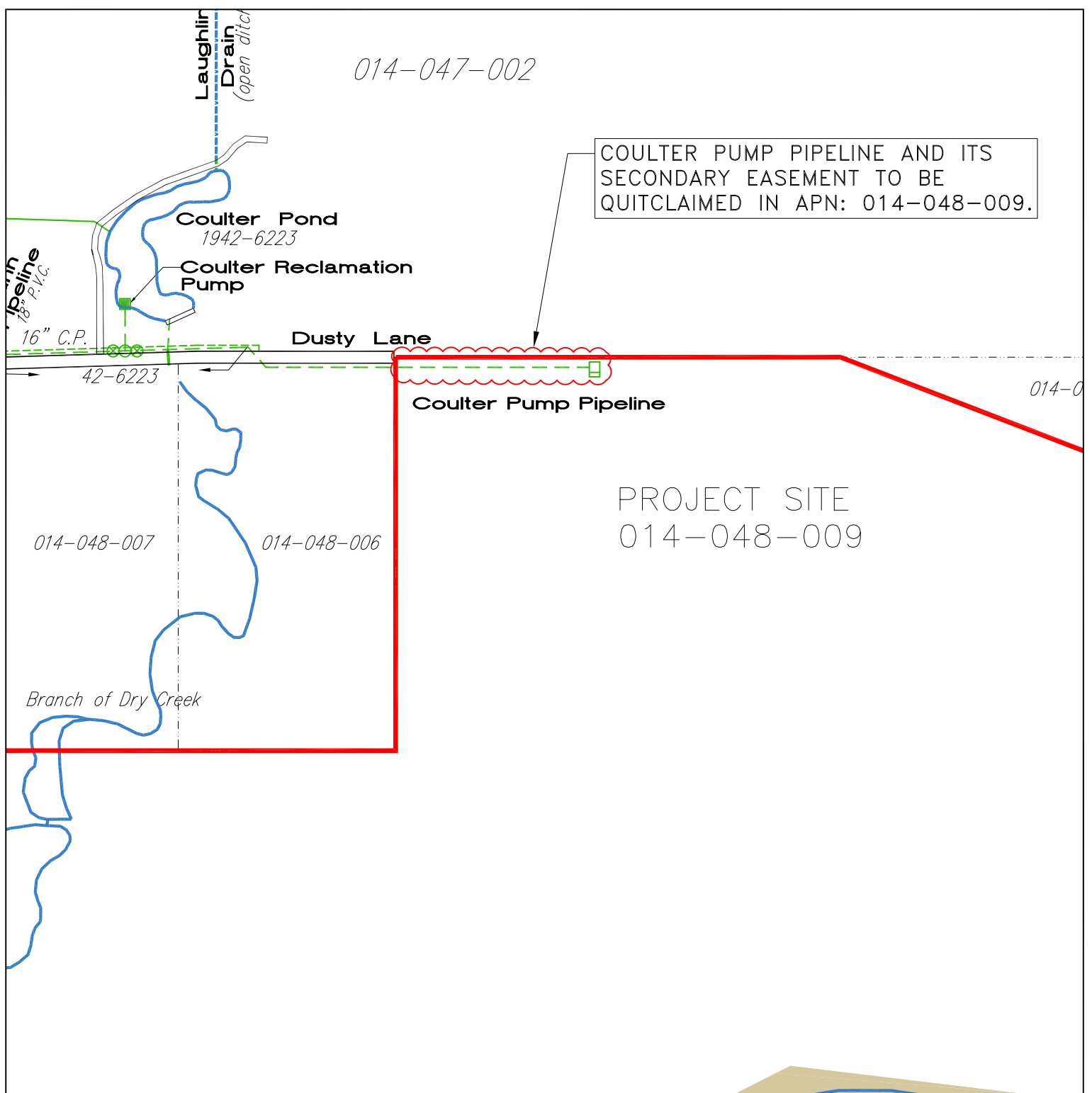
State of California
County of **Stanislaus**

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

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

WITNESS my hand and official seal

Signature (Seal)



OAKDALE IRRIGATION DISTRICT

1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PARCEL SITE MAP
QUITCLAIM OF DISTRICT FACILITY
COULTER PUMP PIPELINE
APN: 014-048-009



DATE: Aug. 22, 2022
DRAWN BY: ECS
CHECKED BY: ECT

EXHIBIT "B"

NOT TO SCALE
SHEET 1 of 1



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF SEPTEMBER 6, 2022

BOARD AGENDA REPORT

Date:	September 6, 2022
Item Number:	9
Staff:	Joe Kosakiewicz

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO AWARD BID TO SIERRA MOUNTAIN CONSTRUCTION, INC. AS THE LOWEST QUALIFIED BIDDER FOR SOUTH MAIN CANAL IMPROVEMENTS SEGMENT 3 PROJECT, AMEND THE 2022 CAPITAL BUDGET, AND AUTHORIZE GENERAL MANAGER TO EXECUTE ASSOCIATED CHANGE ORDERS

RECOMMENDED ACTION: Award the Bid to the Lowest Qualified Bidder for South Main Canal Improvements Segment 3 Project, Amend and Increase the 2022 Capital Budget by \$2,500,000, and Authorize General Manager to Execute Associated Change Orders

BACKGROUND AND/OR HISTORY:

Staff solicited bids for the South Main Canal Segment 3 Project (Segment 3) which will consist of placing new shotcrete and canal liners, new shotcrete and canal overlays, and new concrete liner. The recommended work also includes improvements at two canal access ramps. Segment 3 is located southwest of the intersection of Highway 108/120 and Wilms Road on the District's South Main Canal through the Wilms Ranch downstream of Flume #2. The Engineer's Estimate of Probable Construction Costs for the Project was \$1,844,337.

Two project bids were received by the August 4, 2022 bid deadline. Those bids have been reviewed and a determination has been made by District staff with assistance from Provost and Prichard Consulting Group (P&P) that Sierra Mountain Construction, Inc. (SMCI) submitted the lowest responsive and responsible bid. District staff recommends that the Board award the bid for the Project to SMCI in the amount of \$1,804,494.00.

This project was not budgeted in the 2022 Capital Budget; however, staff recommends proceeding with this project over the 2022/23 winter construction season in an effort to keep up with the ongoing maintenance needs in critical District infrastructure as outlined in the Water Resources Plan.

In order to proceed with this project starting in 2022, staff is requesting an amendment and increase in the 2022 Capital Budget of \$2,500,000 and utilization of the Main Canal and Tunnel Replacement/Improvement Project reserve funds as needed. The requested budget amendment includes project construction, construction management costs and a 20% contingency.

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

ATTACHMENTS:

- Bid Opening Total Base Bid Price Table
- Notice of Award Letter and SMCI Project Bid Section 00530

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
Segment 3
Bid Opening Total Base Bid Price
August 4, 2022

Bidder	Base Bid Price (Low to High)
Sierra Mountain Construction, Inc.	\$ 1,804,494.00
KW Emerson	\$ 1,965,216.00

NOTICE OF AWARD

To: Sierra Mountain Construction, Inc.
13919 Mono Way
Sonora, CA 95370

Project Description: Oakdale Irrigation District
South Main Canal Improvements Segment 3 Project

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated June 29, 2022, and Instructions for Bidders.

You are hereby notified that your BID, dated August 4, 2022, has been accepted in the amount of \$1,804,494.00, as attached.

You are required as indicated in the Instructions for Bidders to execute the Contract (Section 00520) and furnish the required Performance Bond (Section 00602) and Payment Bond (Section 00603) within ten (10) days after receipt of this Notice.

If you fail to execute the Contract and to furnish said BONDS and Agreements within ten (10) days from the date you receive this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this 6 day of September, 2022.

Owner

By: Scot Moody

Title: General Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
this the _____ day of _____, 20_____.

By: _____

Title: _____

SECTION 00530

BID

Bid Opening: 2:30 p.m.
on Thursday, August 4, 2022
Via Email to: jkosakiewicz@oakdaleirrigation.com

In response to your call for bids, the undersigned (also referred to as “Bidder”) having examined the site of the Work, the Contract Documents, Contract Drawings, and documents attached thereto, or other documents that are otherwise implied, hereby proposes to furnish the labor, all equipment, all materials, all devices and other costs including federal, state, county and local sales or other taxes, to do the work for which prices are quoted below, and to complete all work ready for use within the number of working days specified and in accordance with said Contract Documents.

In the following Bid, amounts shall be shown in figures for the bid items. The total base Bid Price shall be shown in both words and figures. In case of discrepancy between the words and figures, the words will govern.

Unit Quantities

The Owner reserves the right to adjust unit quantities to greater or lesser than twenty-five percent (25%) of the estimated quantities without change to the Contractor’s Bid Unit Price.

Mobilization/Demobilization Costs

Mobilization and demobilization shall be paid as a percentage complete of the Contract lump sum (LS) price. The mobilization bid amount shall not exceed fifteen percent (15%) of the total bid amount. The demobilization bid amount shall be equal to or greater than twenty-five percent (25%) of the mobilization bid amount.

OAKDALE IRRIGATION DISTRICT
South Main Canal Improvements
Segment 3
Schedule of Baseline Bid Prices

Bid Item	Bid Item Description	* Estimated Quantity	Unit	Unit Price	Unit Price Extension
1. Mobilization and Demobilization					
1A	Site Mobilization	1	LS	\$ 135,000.00	\$ 135,000.00
1B	Site Demobilization	1	LS	\$135,000.00	\$ 135,000.00
1. Subtotal Mobilization and Demobilization					\$ 270,000.00
1C	Willms Access Fee (See Note 1)	20	Day	(\$1,000)	\$ 20,000.00
1D	Optional Staging Area Rental Allowance (Hunter Only; Note 2)	5	Mos	(\$1,500)	\$ 7,500.00

2. Stormwater Management/Access Improvements and Maintenance					
2A	SWPPP, EPS, facilities, equipment, materials, operation, etc., including stormwater control and dewatering during construction	1	LS	95,000.00	\$ 95,000.00
2B	Access Improvements and Maintenance, including initial dewatering following irrigation season	1	LS	75,000.00	\$ 75,000.00
2 Subtotal Stormwater Management					\$ 170,000.00

3. Canal – Shotcrete Liner (See Note 3)					
3A	2" FRS Overlay, including siphon entry/exit	5,054	SF	6.00	\$ 30,324.00
3B	4" FRS Liner and Overlay	41,268	SF	11.00	\$ 453,948.00
3C	Backfill Shotcrete (See Note 4)	200	CY	\$500.00	\$100,000
3D	Top Liner (per Detail 3/5.0)	260	LF	120.00	\$ 31,200.00
3 Subtotal Canal – Shotcrete Liner					\$ 615,472.00

4. Canal – Concrete Invert (See Note 3)					
4A	2” Fiber Reinforced Invert Overlay	3,550	SF	6.00	\$ 21,300.00
4B	4” Fiber Reinforced Invert Overlay	1,656	SF	10.00	\$ 16,560.00
4C	6” Fiber Reinforced Invert	18,559	SF	14.00	\$ 259,826.00
4D	6” Steel Reinforced Invert	9,077	SF	19.00	\$ 172,463.00
4E	Compacted Road Base	650	CY	75.00	\$ 48,750.00
4F	Lean Concrete Backfill (if used, provide unit price only)	TBD	CY	345.00	N/A
4 Subtotal Canal – Concrete Invert					\$ 518,899.00

5. Access Ramps – Grading					
5A	Upstream: Grading, including ramp cuts and engineered fill, as needed	1	LS	57,000.00	\$ 57,000.00
5B	Downstream: Grading, including adjacent canal bank engineered fill and ramp cuts and engineered fill, as needed	1	LS	110,000.00	\$ 110,000.00
5 Subtotal Access Ramps – Grading					\$ 167,000.00

6. Miscellaneous					
6A	Offsite disposal of soil and rock spoils	1,000	LCY	22.00	\$ 22,000.00
6B	Offsite disposal of concrete and waste	10	LCY	80.00	\$ 800.00
6C	Cutoff/Keyway wall (per Detail 3/5.1)	1	LS	10,000.00	\$ 10,000.00
6D	Rip rap behind cutoff keyway(per Detail 3/5.2)	22	TON	206.00	\$ 4,532.00
6E	(E) Liner Crack Repair (per Detail 5/5.0)	307	LF	35.00	\$ 10,745.00
6F	Invert Connection (per Detail 4/5.1)	3	EA	1,600.00	\$ 4,800.00
6G	Concrete Curb (per Detail H/4.0)	94	LF	109.00	\$ 10,246.00
6 Subtotal Miscellaneous					\$ 63,123.00

OAKDALE IRRIGATION DISTRICT
SOUTH MAIN CANAL IMPROVEMENTS – SEGMENT 3
STANISLAUS COUNTY, CALIFORNIA

Notes:

1. Contractor shall provide duration and extend unit price of Item 1C if the contractor uses more than 30 days of site access through the Willms Ranch gate and compound. Do not include this item in the Total Base Bid Price.
2. Contractor shall provide duration and extend unit price of Item 1D if the Contractor chooses to use the Hunter Staging Area. Do not include this item in the Total Base Bid Price.
3. Refer to attached Figure 2 for SF pay item definitions.
4. Set Unit Price provided for allowance, actual quantity determined based on Technical Specifications Section 03470, Article 4.01.
5. LS – Lump sum
6. EA – Each
7. Mos – Months
8. LCY – Loose cubic yard
9. CY – Cubic yard
10. LF – Lineal foot
11. SF – Square foot
12. TON – Ton
13. DAY – Calendar work day

Subtotal – Items 1 through 6		
1	Mobilization and Demobilization	\$ 270,000.00
2	Stormwater Management/Access Improvements and Maintenance	\$ 170,000.00
3	Canal – Shotcrete Liner	\$ 615,472.00
4	Canal – Concrete Invert	\$ 518,899.00
5	Access Ramps – Grading	\$ 167,000.00
6	Miscellaneous	\$ 62,123.00
Total Base Bid Price (in words)		
one million eight hundred four thousand four hundred ninety- four		
Dollars		\$ 1,804,494.00

Attached hereto and made a part hereof is United States Currency, Cashier's Check, Certified Check or Surety Bond No. Bid Bond in the amount of \$ 10% of Total Bid Amount which is not less than ten percent (10%) of the total amount of the total Bid, as a guaranty that the Bidder will enter into a Contract in the form bound with these Contract Documents within five (5) days after the Notice-of-Award of the Contract by the Owner.

The undersigned hereby agrees that, in case his Bid is accepted, he will within five (5) days after notice thereof, execute a Contract with the Owner in the form hereto attached and, if required by law, shall furnish a bond in the sum of the Contract price to secure the payment of all labor and material bills, and also a bond in the sum of the Contract price to secure the faithful performance of the Contract according to the terms and provisions therein; and in case of failure to execute the Contract and furnish the bonds within said period or such extension thereof as may be allowed by resolution duly passed and adopted, it is expressly agreed that the District may award the Contract to the second lowest Bidder and the amount of Bidder's security shall be forfeited to the District.

It is understood by the undersigned that the quantities of material of work specified in the "Notice Inviting Sealed Bids" are estimated and are given only for the purpose of comparing Bids and that the prices quoted are not conditioned upon the accuracy or approximate accuracy of the estimate.

It is understood that the Owner may award a Contract as the interests of the Owner may dictate.

Attached hereto and made a part of this Bid is a list of Subcontractors as required by the provisions of Sections 4100 to 4113 of the Government Code of the State of California.

CONTRACTOR: Sierra Mountain Construction, Inc.

BY: 

TITLE: Douglas J. Benton, President

ADDRESS: 13919 Mono Way, Sonora, CA 95370

CONTRACTOR'S LICENSE NUMBER: 885550

DIR REGISTRATION NUMBER: 1000001151

TELEPHONE NUMBER: (209) 928-1900

- END OF SECTION 00530 -

BOARD AGENDA REPORT

Date:	September 6, 2022
Item Number:	10
Staff:	Sharon Cisneros, CFO

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE WORK RELEASE NO. 038 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-001 WITH PROVOST & PRITCHARD, INC. TO PROVIDE CONSTRUCTION MANAGEMENT AND QUALITY ASSURANCE SERVICES FOR THE OAKDALE IRRIGATION DISTRICT SOUTH MAIN CANAL IMPROVEMENTS SEGMENT 3 PROJECT

RECOMMENDED ACTION: Approve Work Release No. to Professional Services Agreement 2009-PSA-001 with Provost & Pritchard, Inc. to provide Construction Management and Quality Assurance Services for the Oakdale Irrigation District South Main Canal Improvements Segment 3 Project and authorize the General Manager to execute the work release upon approval

BACKGROUND AND/OR HISTORY:

Provost & Pritchard, Inc. (P&P) provided a proposal for Construction Management and Quality Assurance services for the construction of the South Main Canal Improvements Segment 3 Project (Segment 3). Construction Management and Quality Assurance services will be necessary to assure that the Contractor is meeting the contract requirements and that the construction is compliant with the drawings and specifications.

The request for approval of this work release is contingent the approval of agenda item 9 for the award of the construction contract for the Segment 3 Project.

Details on the staff providing the services are included in Exhibit A to the work release. Construction Management and Quality Assurance Services in Work Release No. 038 consist of three tasks:

Task 1 - Pre-Construction: Mobilization and Submittal Review

Task 2 - Construction: Management, Engineering Oversight and Quality Assurance

Task 3 - Post-Construction: Demobilization and Project Closeout

The estimated fee for Work Release No. 038 is \$285,285, which includes a 5% contingency of \$13,585. Based on the institutional knowledge P&P staff have pertaining to the Segment 3 Project, Staff recommends the Board authorize the General Manager to execute the Work Release No. 038 for P&P to perform the Construction Management and Quality Assurance services for the Segment 3 Project.

FISCAL IMPACT: Not to Exceed \$285,285

ATTACHMENTS:

- Work Release No. 038
-

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:



Work Release No. 038
Construction Management & Quality Assurance Services
South Main Canal Improvements Segment 3 Project

Background

Provost & Pritchard (P&P) has previously performed several phases of work on the South Main Canal Improvement Segment 3 Project (Project) including initial assessment, initial design, preliminary plans, engineers estimate, construction documents and contractor bidding support.

Description

Provide Construction Management & Quality Assurance Services during construction activities associated with the South Main Canal Improvement Segment 3 Project.

Scope of Work

The Scope of Work is divided into three primary tasks of work based on various stages of the Contractor's work. These tasks are defined as follows:

- Task 1 – Pre-Construction: Mobilization and Submittal Reviews
- Task 2 – Construction: Management, Engineering Oversight and Quality Assurance
- Task 3 – Post-Construction: Demobilization and Project Close Out

See the attached Exhibit A for P&P's detailed Scope of Work and Proposal.

Schedule

The Contract Notice of Award is anticipated to be issued on Tuesday, September 6, 2022, with the Notice to Proceed scheduled to be issued thereafter. The Contractor is scheduled to start the project work on November 2, 2022 and will be substantially completed by February 18, 2023.

Pricing

P&P will perform the services on a Time and Material basis in accordance with the Schedule of Fees approved by 2009-PSA-001, Amendment No. 3, dated February 9, 2022. The estimated costs for the three tasks outlined above and detailed in the attached Exhibit A are summarized below by Task:

- Task 1 – Pre-Construction: Mobilization and Submittal Reviews \$ 24,400.00

• Task 2 – Construction: Management, Engineering Oversight and Quality Assurance	\$ 227,500.00
• Task 3 – Post-Construction: Demobilization and Project Close Out	<u>\$ 19,800.00</u>
CM and QA Construction Estimate	\$ 271,700.00
Budget Contingency (5%)	<u>\$ 13,585.00</u>
Not to Exceed Amount	\$ 285,285.00

This Not to Exceed amount cannot be exceed without prior authorization from OID.

Terms and Conditions

Payment for Services will be according to the 2022 Schedule of Fees.

All Terms and Conditions identified in **Professional Services Agreement 2009-PSA-003, Amendment No. 3** will remain in effect for Work Release No. 038.

When submitting the invoice, include the Contract and Work Release Number on the invoice. All invoices are to be sent to the attention of Oakdale Irrigation District's Accounts Payable department.

Oakdale Irrigation District

Provost & Pritchard Consulting Group

By: _____

By: _____

Name: Scot A. Moody

Name: Alex Collins

Title: General Manager

Title: Director of Operations

Date: _____

Date: _____



19969 Greenley Road, Suite J
Sonora, CA 95370
Tel: (866) 776-6200

www.provostandpritchard.com

Project No. 1783-22-004

August 30, 2022

Joe Kosakiewicz
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

**Subject: Proposal for Construction Management and Quality Assurance
Segment 3 Long-Term Repairs
South Main Canal Improvement Project**

Dear Mr. Kosakiewicz:

Thank you for the opportunity to submit this Proposal to Oakdale Irrigation District (OID) for the continued support of the Segment 3 Long-Term Repairs Project. This Proposal provides our scope of services together with associated fees, establishes deliverables and approximate schedules, and sets forth our assumptions for the project.

Project Understanding

Bids for the project were received August 4, 2022. Upon completion of the Board submittal package and any related consultation, our work under our previous scope will be complete. The scope of this proposal includes Construction Management, Quality Assurance and engineering services throughout the duration construction of the Segment 3 Project. This scope also includes inspections, materials sampling and testing services as required in the project specifications, and contractor prevailing wage review as requested. Laboratory testing, materials sampling and prevailing wage review will be performed by our subconsultants.

Scope of Services

The scope of this Proposal is divided into three primary tasks of work based on our anticipated schedule for various stages of the Contractor's work. Additional details for each task are included in the following sections of this Proposal. In summary, the stages are identified as the following tasks:

- Phase 1 – Pre-Construction: Mobilization and Submittal Reviews
- Phase 2 – Construction: Management, Engineering Oversight and Quality Assurance
- Phase 3 – Post-Construction: Demobilization and Project Closeout

The Construction Management, Engineering Oversight and Quality Assurance scope is based on our assumed contractor schedule. As such, this scope of work is based on the following:

- P&P's Principal Tunneling Consultant, Scott Lewis, will be the Construction Manager and our Principal Engineer, Andy Kositsky, will be the Resident Engineer and Engineer of Record. Each are expected to be utilized one-quarter time or less for the project duration.

There will be periods of higher or lower utilization depending on the Contractor's work phasing and activities.

- P&P's Resident Construction Inspector will also act as Assistant Construction Manager and will be utilized full-time for the project duration. Primarily, the work will be performed by Kate Gabriel with support from other competent personnel as needed.
- A Materials Technician will be needed for a portion of the project. Materials Technicians will collect samples of shotcrete and concrete for testing as well as perform special inspections when required. P&P will cover these inspections and will utilize our subconsultant as needed.
- Part-time support staff will be provided for consultations, documentation, supplemental engineering and administrative support. Anticipated support includes the Senior Project Administrator, Kim Tarantino, along with other staff level professionals and administrative support.
- We have received an estimate from our subconsultants for the scope of laboratory testing for each task based on the project schedule assumptions and technical specification requirements, as well as review of contractor prevailing wage submittals.

A discussion of each phase is provided in the following sections, followed by a summary of estimated fees for each phase.

Phase 1 – Pre-Construction: Mobilization and Submittal Reviews

Phase 1 is based on 8 weeks of Pre-Construction services (duration anticipated from Contractor Notice-of-Award on September 6, 2022 through Start of Construction no earlier than November 1, 2022). P&P will attend a pre-construction meeting with OID and the selected Contractor, review and respond to Contractor submittals, monitor Contractor mobilization and development of the project office site and laydown areas.

Phase 2 – Construction: Construction Management, Engineering Oversight and Quality Assurance

Phase 2 is based on 16 weeks of Construction Services (duration anticipated from Start Construction November 2, 2022 through Substantial Completion February 18, 2023). Work includes fulltime on-site construction inspector; construction management including project meetings, daily reports, weekly updates, etc.; construction phase engineering and observations; materials testing and inspections, and laboratory services; subconsultant reimbursement for lab work and as needed inspections, and Contractor prevailing wage review and acceptance; administrative support and project management.

Phase 3 – Post-Construction: Demobilization and Project Closeout

Phase 3 is based on a total of 6 weeks (duration from Substantial Completion February 18, 2023 to Final Completion on March 31, 2023). P&P anticipates 2 weeks of demobilization efforts and 4 weeks of project closeout efforts. Work will include monitoring demobilization of the contractor, preparation and submittal of a final report, along with Project Contract Closeout.

Professional Fees

P&P proposes to perform the work on a time-and-expenses basis, according to our Schedule of Fees approved by 2009-PSA-001, Amendment No. 3 dated February 9, 2022. The estimated total fee will not be exceeded without prior authorization by OID. This fee estimate includes 5% contingency and is summarized below by Phases.

Proposed Fee – OID Segment 3 Construction Services	
Phase	Estimated Fee
Phase 1 – Pre-Construction: Mobilization and Submittal Review	\$24,400
Phase 2 – Construction: Construction Management, Engineering Oversight & QA	\$227,500
Phase 3 – Post-Construction: Demobilization and Project Closeout	\$19,800
Contingency 5%	\$13,585
Total Estimated Fee:	\$285,285

Schedule

P&P's work for the Segment 3 Project is anticipated to start immediately following Contractor Award or as directed by OID pending Contractor schedule. We anticipate that construction will begin no earlier than November 1, 2022 as described in the Contract Documents for Bidding. Based on this assumption, the project should be Substantially Complete by February 18, 2023.

Terms and Conditions

If acceptable, please assign a Work Release to cover this Proposal. Unless directed otherwise, the work will be performed per our Professional Services Agreement with OID (2009-PSA-001, Amendment No. 3).

Sincerely Yours,
Provost & Pritchard Consulting Group



Scott W. Lewis, CEG 1835
Principal Tunneling Consultant



Alex Collins, RCE 78242
Director of Operations

BOARD AGENDA REPORT

Date:	September 6, 2022
Item Number:	11
Staff:	Eric Thorburn

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON IRRIGATION WATER AVAILABILITY AFTER THE END OF THE WATER YEAR ON SEPTEMBER 30, 2022

RECOMMENDED ACTION: Staff recommends allowing for irrigation water availability throughout the month of October for In-District lands only.

BACKGROUND AND/OR HISTORY:

Any water used in October will count against OID's annual water use for WY 2022/23. The source of OID's water availability in October comes from the 1988 Agreement with Reclamation (Agreement). Under that agreement OID and SSJID receive the first 600,000 AF of runoff from the basin. If less than 600,000 AF OID and SSJID receive Inflow plus 1/3 of the difference between 600 TAF and actual inflow (Formula Water). Based on the formula water benefit under the Agreement, on October 1 OID and SSJID have 200,000 AF available.

Per the NOAA Climate Prediction Center El Nino Southern Oscillation (ENSO) Update (attached), La Nina is expected to continue with chances for La Nina to persist gradually decreasing from 86% down to 60% during December–February 2022-23. Only twice since the 1950s (1973-1975 and 1998-2001) has California experienced 3 consecutive La Nina events. Having a third La Nina could be challenging for OID, but not unsurmountable to adjust to according to water operations staff and assuming surface water is available according to the Agreement.

OID's investments in modernization and infrastructure has created a significant drought resiliency for OID. Couple those investments with OID's Surface Water Shortage Policy (recently amended), OID has the tools to make up significant water shortfalls in drought years, as was proven in 2015 when OID ended the year with total surface water diversions just under 170,000 AF.

OID has provided water up until the last week of October consecutively for the last 6 years with average October diversions being approximately 17,000 AF. Many OID constituents have expressed their appreciation and support of continuing to do so and, with October and November predicted to be dry, farmers will need to pump groundwater to meet ET if OID does not make surface water available. Based on OID's drought resiliency through its infrastructure investments and OID's time-tested Surface Water Shortage Policy, Staff is comfortable in recommending water deliveries continue into the last week of October (+/- October 25th).

Obviously, the other options available to the Board are to offer no rotations/water in October or only a single rotation (+/-15 days) in October.

ATTACHMENTS:

- NOAA Seasonal Drought Outlook from August 18, 2022
- NOAA ENSO Update from August 22, 2022

FISCAL IMPACT: Unknown at this time

Board Motion:

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

VOTE:

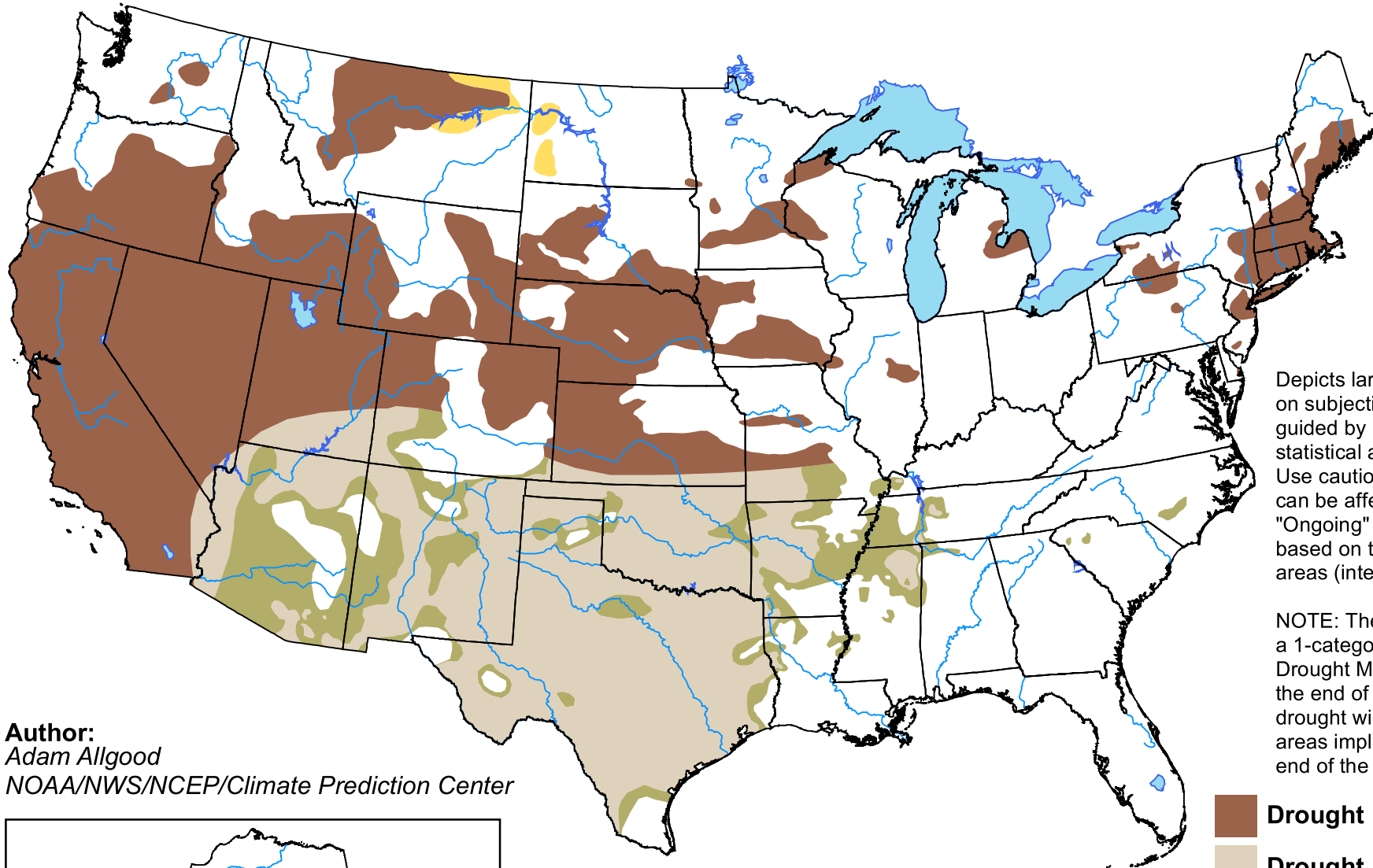
Orvis (Yes/No) Tobias (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period

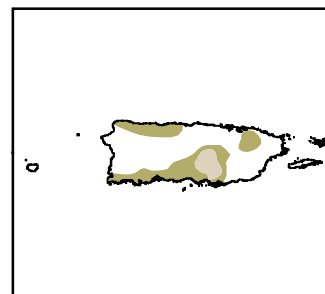
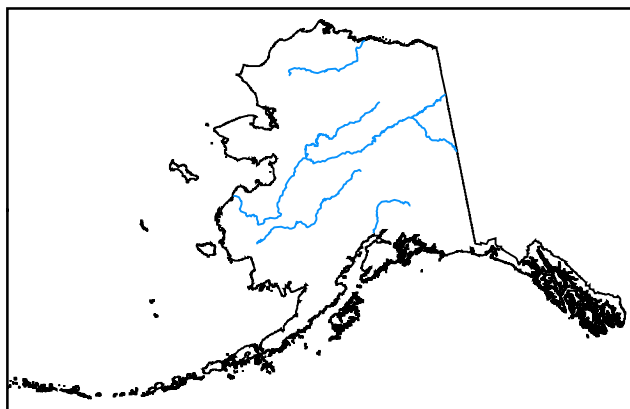
Valid for August 18 - November 30, 2022
Released August 18







Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

Author:
Adam Allgood
NOAA/NWS/NCEP/Climate Prediction Center



-  **Drought persists**
-  **Drought remains but improves**
-  **Drought removal likely**
-  **Drought development likely**



<http://go.usa.gov/3eZ73>

Summary

ENSO Alert System Status: **La Niña Advisory**

La Niña is present.*

Equatorial sea surface temperatures (SSTs) are below average across most of the Pacific Ocean.

The tropical Pacific atmosphere is consistent with La Niña.

La Niña is expected to continue, with chances for La Niña gradually decreasing from 86% in the coming season to 60% during December-February 2022-23.*

* Note: These statements are updated once a month (2nd Thursday of each month) in association with the ENSO Diagnostics Discussion, which can be found by clicking [here](#).

BOARD AGENDA REPORT

Date:	September 6, 2022
Item Number:	12
Staff:	Scot Moody

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION TO OPPOSE INITIATIVE 21-0042A1

RECOMMENDED ACTION: Approve Resolution to Oppose Initiative 21-0042A1 and Direct Staff to provide the California Special Districts Association with A Copy of the Resolution

BACKGROUND AND/OR HISTORY:

The California Special District Association (CSDA) is working with a coalition of local government leaders in opposing the proposed ballot initiative called the Taxpayer Protection and Government Accountability Act. The Act is a proposal to limit the ability of the state and local governments to enact, modify, or expand taxes, assessments, fees, and property-related charges since the passage of Proposition 218 (1996) and Proposition 26 (2010). If enacted, public agencies would face a drastic rise in litigation that could severely restrict their ability to meet essential services and infrastructure needs.

Proponents of Initiative #21-0042A1 submitted signatures by the August 2 deadline and if county elections officials confirm the validity of the signatures, the initiative will be placed on the November 2024 statewide ballot.

Ballot Initiative 21-0042A1 would result in the loss of billions of dollars annually in critical state and local funding, restricting the ability of local agencies and the State of California to fund services and infrastructure by: (see attachment CSDA Analysis of Ballot Initiative)

- Adopting new and stricter rules for raising taxes, fees, assessments, and property-related fees.
- Amending the State Constitution, including portions of Propositions 13, 218, and 26 among other provisions, to the advantage of the initiative's proponents and plaintiffs; creating new grounds to challenge these funding sources and disrupting fiscal certainty.
- Restricting the ability of local governments to issue fines and penalties to corporations and property owners that violate local environmental, water quality, public health, public safety, fair housing, nuisance and other laws and ordinances.

The initiative includes provisions that would retroactively void all state and local taxes or fees adopted after January 1, 2022 if they did not align with the provisions of this initiative. This may also affect indexed fees that adjust over time for inflation or other factors.

CSDA encourages all special districts, partners, and community leaders to join the coalition by passing a board resolution and provide a copy to CSDA.

ATTACHMENTS:

- Resolution Oppose Ballot Measure #21-0042A1
- CSDA Analysis of Ballot Initiative

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. 2022-NIL**

RESOLUTION TO OPPOSE INITIATIVE 21-0042A1

WHEREAS, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

WHEREAS, the proposed proposition, Initiative 21-0042A1, has received the official title: "LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT"; and

WHEREAS, the measure includes provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure exposes taxpayers to new costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure; and

WHEREAS, the measure severely restricts state and local officials' ability to protect our environment, public health and safety, and our neighborhoods against those who violate the law; and

WHEREAS, the measure creates new constitutional loopholes that would allow corporations to pay less than their fair share for the impacts they impose on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

WHEREAS, the measure threatens billions of dollars currently dedicated to state and local services, and could force cuts to Agricultural and Domestic Water Services provided by Oakdale Irrigation District as well as public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to address homelessness, mental health services, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, ports, drinking water, sanitation, utilities, and more.

THEREFORE, BE IT RESOLVED that the Oakdale Irrigation District opposes Initiative 21-0042A1;

BE IT FURTHER RESOLVED, that the Oakdale Irrigation District will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.

We direct staff to email a copy of this adopted resolution to the California Special Districts Association at advocacy@csda.net.

PASSED, APPROVED, AND ADOPTED this day six of September, 2022.

AYES:
NOES:
ABSTAIN:
ABSENT:

Thomas D. Orvis, President
Board of Directors

Scot A. Moody
General Manager/Secretary



BALLOT INITIATIVE #21-0042A1

LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT.

November 2024 Statewide Ballot Pending Signature Verification by Elections Officials

BACKGROUND

The purported “Taxpayer Protection and Government Accountability Act,” a statewide initiative measure to amend the California Constitution sponsored by the [California Business Roundtable](#) (“CBRT”), is the most consequential proposal to limit the ability of the state and local governments to enact, modify, or expand taxes, assessments, fees, and property-related charges since the passage of Proposition 218 (1996) and Proposition 26 (2010). If enacted, public agencies would face a drastic rise in litigation that could severely restrict their ability to meet essential services and infrastructure needs.

Proponents of Initiative 21-0042A1 submitted 1,429,529 signatures by the August 2 deadline to qualify the constitutional amendment for voter consideration. Should county elections officials confirm the validity of at least 997,139 signatures, the initiative will be placed on the November 2024 statewide ballot.

SUMMARY

Ballot Initiative [21-0042A1](#) would result in the loss of billions of dollars annually in critical state and local funding, restricting the ability of local agencies and the State of California to fund services and infrastructure by:

- Adopting new and stricter rules for raising taxes, fees, assessments, and property-related fees.
- Amending the State Constitution, including portions of Propositions 13, 218, and 26 among other provisions, to the advantage of the initiative’s proponents and plaintiffs; creating new grounds to challenge these funding sources and disrupting fiscal certainty.
- Restricting the ability of local governments to issue fines and penalties to corporations and property owners that violate local environmental, water quality, public health, public safety, fair housing, nuisance and other laws and ordinances.

The initiative includes provisions that would retroactively void *all* state and local taxes or fees adopted after January 1, 2022 if they did not align with the provisions of this initiative. This may also affect indexed fees that adjust over time for inflation or other factors. Effectively, it would



allow voters throughout California to invalidate the prior actions of local voters, undermining local control and voter-approved decisions about investments needed in their communities.

Specifically, among other provisions effecting the state government, the initiative would impact local agencies through changes to the California Constitution as follows:

Restricting Local Tax and Fee Authority to Provide Local Services

Fees:

- With few exceptions, fees and charges shall not exceed the “actual cost” of providing the product or service for which the fee is charged.
 - “Actual cost” is defined as the “...*minimum amount necessary...less other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds...*”
- The burden on the local government to prove the fee or charge does not exceed “actual cost” is heightened from a “*preponderance of the evidence*” to “*clear and convincing evidence*”.
- In addition to limiting fees and charges to the actual cost to the local government for providing the service, fees and charges must also be “reasonable” to the payor themselves; no definition is provided for this new subjective reasonableness test that is separate and apart from the test as to how closely the fee or charge is related to the cost of service.
- Defines *all* sources of revenue as either taxes or “exempt charges.”
- Includes Article XIID charges in Proposition 218 under the definition of “exempt” charges subjecting them to potential litigation.
- Exposes previously established fees indexed to inflation or other metrics to new standards and legal challenges.
- Adds to the Constitution a requirement for a board action to adopt, enact, create, establish, collect, increase, or extend any and all fees.

Taxes:

- Increases the threshold for voters to pass a local special tax initiative placed on the ballot by voters from a simple majority to a two-thirds majority, likely to address concerns over the 2017 California Supreme Court decision in *California Cannabis Coalition v. City of Upland*.
- Requires voter approval when an expansion of boundaries extends existing taxes or fees to new territory.
- New taxes can be imposed only for a specific duration.

Fines and Levees:

- Interferes with local enforcement efforts, by making it more difficult to impose fines and penalties for state and local law violations related to activities such as water discharge, waste recycling, weed abatement, fireworks, and housing code violations and unlawful commercial marijuana sales, just to name a few. The measure converts administratively



imposed fines and penalties into taxes unless a new, undefined, and ambiguous “adjudicatory due process” is followed.

Increasing Litigation Exposure

- Significantly increases a public agency’s burden of proof from “preponderance of evidence” to “clear and convincing evidence” to prove compliance with the new fee requirements. By changing evidence standards to favor corporations suing public agencies, the initiative will promote costly litigation.
- The local government would bear the burden of proving by clear and convincing evidence that a levy, charge or exaction is an “exempt charge” and not a tax. Moreover, the local government would bear the burden of proving by clear and convincing evidence that the amount of the exempt charge is *both* “reasonable” to the payor and that the amount charged does not exceed the “actual cost” of providing the service or product to the payor.
- By enacting a new requirement that all fees must be “reasonable” to the payor but offering no definition as to what “reasonable” means, the initiative provides a new avenue to challenge fees by enabling a plaintiff to claim a fee is not reasonable even if the fee meets the actual costs of service.
- Prop. 218 currently requires fees cover the *reasonable* cost of service. This initiative amends Prop. 218 to require the near-impossible standard of predicting *actual* costs years into the future. To compound this challenge, the new standard also factors in the receipt of external revenues that are constantly shifting and typically outside the control of the local agency. It defines “actual costs” as:
 - “(i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing “actual cost” the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.”
- Fosters endless litigation challenging local fees claiming they are not the “minimum amount necessary”. For instance:
 - Do roads need to be paved every 10 years or 50 years?
 - Does infrastructure need to be upgraded or replaced or not improved at all?
 - What is the minimum emergency response time necessary?

IMPACTS

- Could prevent virtually any new fees or assessments to fund water, sewer, trash, fire protection, parks and recreation, and other essential services and infrastructure.
 - Places over \$20 billion of local government fee and charge revenues over 10 years at heightened legal peril.



- Jeopardizes the public health and safety of communities by cutting off new revenue intended to pay for essential local services and infrastructure.
 - Substantially increases the legal and administrative cost of public infrastructure financing.
- With billions of dollars in deferred maintenance and unmet needs for California's infrastructure, exacerbates the neglect and deterioration of our roads, dams, waterways, and other facilities.
- By limiting revenues to the "minimum amount necessary", imposes a "race-to-the-bottom" in California that will halt investment in technological advancements that future generations will depend upon.
- Prevents critical investments in climate adaptation and community resilience to address drought, flooding, and wildfire as well as reduce emissions and harmful pollutants.
- Exposes taxpayers to a new wave of costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure.
- Restricting local services and infrastructure to the lowest and minimum amount possible will disproportionately impact the most underserved communities the hardest.

SUPPORT

- California Business Roundtable (CBRT) – Sponsor
 - Financial contributors to the initiative and CBRT Issues PAC include, but are not limited to:
 - Aera Energy
 - Albertsons Safeway
 - AMR Holdco Inc.
 - Blackstone Real Estate Partners
 - California Business PAC, Sponsored by CalChamber
 - CJ Segerstrom & Sons
 - Cypress Management Company
 - Dart Container
 - Douglas Emmett Properties
 - Enterprise Rental Car
 - Five Point Operating Company
 - Grimmway Enterprises
 - Howard Jarvis Taxpayers Association
 - Kilroy Realty
 - Majestic Realty
 - Michael K. Hayde
 - Pacific Ethanol
 - PEPSICO
 - Pharmaceutical Research and Manufacturers of America
 - Sempra Energy



**California Special
Districts Association**

Districts Stronger Together

- State Farm Insurance
- Sutter Health
- 7-Eleven
- In addition to the CBRT Issues PAC, direct contributors to the initiative include, but are not limited to:
 - AMR Holdco, Inc.
 - Michael K. Hayde, Including Western National Group and Affiliated Entities
 - Kilroy Realty
 - Hudson Pacific Properties and Affiliated Entities
 - Douglas Emmett Properties, LP and Affiliated Entities
 - Shorenstein Realty Services and Affiliated Entities

OPPOSITION

- AFSCME California
- CalCities (League of California Cities)
- California Alliance for Jobs
- California Contract Cities Association
- California Professional Firefighters
- California Special Districts Association
- California State Association of Counties
- California State Council of Laborers
- Rebuild SoCal Partnership
- SEIU California
- Over 150 local agencies, including over 50 special districts

BOARD AGENDA REPORT

Date: September 6, 2022
Item Number: 13
Staff: Sharon Cisneros, CFO

SUBJECT: Annual Financial Report for The Year Ended December 31, 2021

RECOMMENDED ACTION: Receive and file the Annual Financial Report for the Year Ended December 31, 2021

BACKGROUND AND/OR HISTORY: State legislation requires that Oakdale Irrigation District (District) have an audit of its annual financial statements. The 2021 audit was conducted by Fedak & Brown, LLP, a firm of independent CPAs appointed by and reporting to a Board of Directors. The purpose of the audit is to state an opinion with regards to the accuracy of the District's financial statements and results of operations.

The 2021 report was delayed due to the delay in completion of the two Tri-Dam entities audited financial statements.

After completing their audit of the District's records, Fedak & Brown, LLP has issued the opinion that the District's financial statements:

“present fairly, in all material respects, the financial position of the Oakdale Irrigation District as of December 31, 2020 and 2019, and the changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.”

This represents an unqualified audit opinion and is a result of the Board's sound fiscal policies, procedures, and financial management at the District.

FISCAL IMPACT: While there is no direct fiscal impact, receiving an unqualified audit opinion and reporting award is an indicator to external parties such as bond underwriters, granting agencies, and vendors of the District's financial policies and practices.

ATTACHMENTS: 2021 Annual Financial Report will be distributed under separate cover.

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:

BOARD AGENDA REPORT

Date: September 6, 2022
Item Number: 14
Staff: Sharon Cisneros, CFO

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT 2019-PSA-001 WITH FEDAK & BROWN, LLP FOR AUDIT SERVICES TO EXTEND THE CONTRACT FOR AN ADDITIONAL THREE (3) YEARS AND AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Approve the Amendment to Professional Services Agreement 2019-PSA-001 with Fedak & Brown, LLP to extend the agreement for an additional three (3) years for Audit Services and Authorize the General Manager to Execute

BACKGROUND AND/OR HISTORY:

An independent audit is required for all Special Districts by the California Code of Regulations. Fedak & Brown, LLP has provided independent audit services for the last three (3) years under the current contract. Due to the request by the Board for more oversight at Tri-Dam by the CFO until new management is in place, staff is requesting an extension of the current contract for an additional three years to provide continuity for District staff during the transition period.

Staff recommends approval of the amendment to the existing contract to extend it an additional three (3) years for audit services for years ending December 31, 2022, 2023 & 2024, and authorization for the General Manager to revise, if desired, and execute the Amendment to Professional Services Agreement 2019-PSA-001 with Fedak & Brown, LLP.

The alternative to extending the current contract would be to direct staff to do a Request for Proposal to seek the lowest responsive and responsible bid for audit services for the next three years.

Staff anticipates that we will go out to bid after this three-year extension.

FISCAL IMPACT: \$101,310 (total for three years) which represents a 6% increase from original contract

ATTACHMENTS:

- Amendment to Professional Services Agreement 2019-PSA-001

Board Motion:

Motion by: _____ Second by: _____

VOTE:

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

Action(s) to be taken:



**OAKDALE IRRIGATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
2019-PSA-001, AMENDMENT NO. 1**

WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, made this 6th day of September, 2022, by and between Oakdale Irrigation District, hereinafter called the "District" and Fedak & Brown LLP, hereinafter called the "Consultant" agrees to furnish at its own expense, all the labor, equipment and material necessary to do and perform in a good and workmanlike manner all the necessary work as needed by District per this AMENDMENT.

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

1. Revise the **Exhibit A** for Contract 2019-PSA-001 to extend the contract to include **2022, 2023 and 2024, and update the Schedule of Professional Fees.**

The fiscal impacts for the three-year extension will be:

➤ 2022	\$33,080
➤ 2023	\$33,770
➤ 2024	\$34,460

There are no other changes to the Professional Service Agreement. All Terms and Conditions of the original Professional Services Agreement remain the same for this Amendment No. 1.

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

Oakdale Irrigation District

Fedak & Brown LLP

By: _____

By: _____

Name: Scot A. Moody

Name: Christopher J. Brown

Title: General Manager

Title: Partner

Date: _____

Date: _____



**Certified
Public
Accountants**



**Consultants
& Advisors**



OAKDALE IRRIGATION DISTRICT

Cost Proposal to Provide Audit Services

**For the Years Ending
December 31, 2022, 2023, and 2024**

**Christopher J. Brown CPA, CGMA
Jonathan P. Abadesco, CPA
Andy Beck, CPA**

6081 Orange Avenue
Cypress, California 90630

1945 Chicago Avenue, Suite C-1
Riverside, California 92507

Phone: (657) 214-2307

Email: chris@fedakbrownllp.com
jonathan@fedakbrownllp.com
andy@fedakbrownllp.com

California BOA License Number: 7723





Christopher J. Brown, CPA, CGMA
Jonathan Abadesco, CPA
Andy Beck, CPA

Fedak & Brown LLP

Certified Public Accountants

Cypress Office:
6081 Orange Avenue
Cypress, California 90630
(657) 214-2307
FAX (714) 527-9154

Riverside Office:
1945 Chicago Avenue, Suite C-1
Riverside, California 92507
(951) 783-9149

August 31, 2022

Ms. Sharon Cisneros, CPA, Chief Financial Officer
Oakdale Irrigation District
1205 East F Street
Oakdale, California 95361

Re: Request for Audit Services Proposal

Dear Ms. Cisneros:

Based on our understanding of the Oakdale Irrigation District (District) requirements, our all-inclusive maximum price fee for audit services at our discounted rates for the year ending December 31, 2022 will be **\$33,080**. This fee is based on our understanding of the District's audit requirements.

Assuming there is no substantial change in the District's activities and operations, our all-inclusive maximum price fee for audit services for the years ending December 31, 2023 and 2024 will be **\$33,770** and **\$34,460**, respectively.

Our estimate for out-of-pocket expenses is a separate estimate and may not be utilized in total to the amount estimated. Again, these fees are based on the estimated costs to complete the audit. The components of this audit services fee proposal and out-of-pocket costs for the years ending December 31, 2022 through 2024 are itemized in the attached Exhibits.

Our not-to-exceed fee proposal is contingent upon our understanding of your requirements and the assistance we require as noted in our original audit technical proposal.

Additional services not included in this proposal will be based on our discounted billing rates based on the level of experience required. We would execute a separate contract for these services, if they are requested by the District.

I am authorized to make representations for Fedak & Brown LLP and am duly authorized to sign a contract with the District.

Christopher J. Brown, CPA CGMA

August 31, 2022

Date

Exhibit I – Proposed Hours and Our Fees

Proposed Hours and Our Fees

We anticipate that, for the years ending December 31, 2022 through 2024, the audit of the District will require approximately 240 audit hours. These hours, by major area, are summarized as follows:

Breakout of Audit Hours				
Audit Steps	Partner	Manager	Staff	Total
Planning	4	8	20	32
Controls Testwork	8	24	32	64
Substantive Testwork	8	32	48	88
Reporting	10	26	20	56
	30	90	120	240

As shown above, we expect approximately 50% of engagement hours to come from the Partners and Managers assigned to the engagements.

Working on the premise that we will be provided with all the documents listed per our audit requirements (will be provided prior to commencement of fieldwork), we expect to perform the audit of the District at fees as stated in the attached Schedule of Professional Fees on Page 3 for the years ending December 31, 2022 through 2024, respectively.

Our fees are based on the product of the time spent on the engagement and the billing rates of the individuals assigned, plus out-of-pocket costs (such as report reproductions, typing, postage, travel, copies, telephone, etc.). We will obtain the assistance of District's personnel to the extent possible and otherwise endeavor to keep these charges to a minimum. We will submit progress billings monthly to your office as our work progresses, which will be due and payable thirty days from the date of the invoice.

Based upon the present size and scope of the activities of the District, we expect to perform the services enumerated above at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audit.

In accordance with your request for proposal and the Office of Management and Budget Circular A-128, we will maintain our work papers for a minimum of seven years and make them available to the District, state agencies, the General Accounting Office, and other parties upon the direction of the District. We have provided a breakdown of our current hourly rates, which would apply to this engagement on the attached Schedule of Professional Fees by Hours on Pages 4 through 5 of this cost proposal.

We want the Board to understand that we will provide any assistance and answer any questions that the District's staff or members of the Boards may have when they arise for the entire duration of our contract. We find it important to stay abreast of the District's activities and issues during the entire engagement.

We would like to thank you and the Board for the opportunity to submit a proposal for the auditing services of the District. Because of our experience in special districts and agencies, we will provide you with accounting updates (GASB) to assist in your operations as well as meet the audit needs of the organization. We will also continually make recommendations on these and other matters that come to our attention. We are proud of the professional services we provide and encourage you to make inquiries to any of our clients about their satisfaction with our services and the quality of our staff.

Exhibit II – Schedule of Professional Fees

Oakdale Irrigation District					
Engagement Fees By Calendar Year	Audit Service Fees*	Not-to-Exceed Estimate of Out of Pocket Costs**	Total Audit Fee	Additional Items	Total Engagement
Year 2022	\$ 26,730	2,600	29,330	3,750	33,080
Year 2023	27,330	2,600	29,930	3,840	33,770
Year 2024	27,930	2,600	30,530	3,930	34,460
Total Three Year Contract Price	\$ 81,990	7,800	89,790	11,520	101,310

* Professional audit services fees, including preparation of the Comprehensive Annual Financial Report (CAFR) – labor only.

** Estimate of out-of-pocket costs consist of: travel, mileage, postage and printing costs. Out-of-pocket costs may not be fully utilized.

*** Additional items consist of: (1) Audit of the District's Improvement District; and (2) Preparation of the District and the District's Financing Authority's Annual State Controller's Report.

Exhibit III – Schedule of Professional Fees by Hours

Oakdale Irrigation District Calendar Year 2022

Breakdown of Fees by Hours

	<u>Hours</u>		<u>Hourly Rates</u>		<u>Total</u>
Calendar Year 2022 Audit of:					
District's Comprehensive Annual Financial Report					
Partner - Engagement & Technical	30	\$	152	\$	4,560
Manager	90		137		12,330
Staff	120		82		9,840
	<u>240</u>				<u>26,730</u>
Total Financial Statement Audit for 2022					
	<u>240</u>				<u>26,730</u>
Out-of-Pocket Expenses (Travel, Postage & Printing Costs)					<u>2,600</u>
Total Maximum for 2022					<u>29,330</u>
Additional Items Asked to be Priced by the District					
Audit of the District's Improvement District	20		125		2,500
Preparation of the District's Financing Authority's					
Annual State Controller's Report	3		125		375
Preparation of the District's Annual State Controller's Report	7		125		875
	<u>30</u>				<u>3,750</u>
Total Additional Items for 2022					
	<u>30</u>				<u>3,750</u>
Total Maximum with Additional Items for 2022	<u>270</u>			\$	<u>33,080</u>

Oakdale Irrigation District Calendar Year 2023

Breakdown of Fees by Hours

	<u>Hours</u>		<u>Hourly Rates</u>		<u>Total</u>
Calendar Year 2023 Audit of:					
District's Comprehensive Annual Financial Report					
Partner - Engagement & Technical	30	\$	155	\$	4,650
Manager	90		140		12,600
Staff	120		84		10,080
	<u>240</u>				<u>27,330</u>
Total Financial Statement Audit for 2023					
	<u>240</u>				<u>27,330</u>
Out-of-Pocket Expenses (Travel, Postage & Printing Costs)					<u>2,600</u>
Total Maximum for 2023					<u>29,930</u>
Additional Items Asked to be Priced by the District					
Audit of the District's Improvement District	20		128		2,560
Preparation of the District's Financing Authority's					
Annual State Controller's Report	3		128		384
Preparation of the District's Annual State Controller's Report	7		128		896
	<u>30</u>				<u>3,840</u>
Total Additional Items for 2023					
	<u>30</u>				<u>3,840</u>
Total Maximum with Additional Items for 2023	<u>270</u>			\$	<u>33,770</u>

Exhibit III – Schedule of Professional Fees by Hours

Oakdale Irrigation District Calendar Year 2024			
Breakdown of Fees by Hours			
Calendar Year 2024 Audit of:	Hours	Hourly Rates	Total
District's Comprehensive Annual Financial Report			
Partner - Engagement & Technical	30	\$ 158	\$ 4,740
Manager	90	143	12,870
Staff	120	86	10,320
Total Financial Statement Audit for 2024	240		27,930
Out-of-Pocket Expenses (Travel, Postage & Printing Costs)			2,600
Total Maximum for 2024			30,530
Additional Items Asked to be Priced by the District			
Audit of the District's Improvement District	20	131	2,620
Preparation of the District's Financing Authority's			
Annual State Controller's Report	3	131	393
Preparation of the District's Annual State Controller's Report	7	131	917
Total Additional Items for 2024	30		3,930
Total Maximum with Additional Items for 2024	270		\$ 34,460

BOARD AGENDA REPORT

Date: September 6, 2022
Item Number: 15
Staff: Scot Moody

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION TO APPROVE AN AMENDED WATER TRANSFER AGREEMENT BY AND AMONG THE OAKDALE IRRIGATION DISTRICT, SOUTH SAN JOAQUIN IRRIGATION DISTRICT AND THE CHICKEN RANCH RANCHERIA OF THE ME-WUK INDIANS OF CALIFORNIA

RECOMMENDED ACTION: Approve the Transfer Agreement as contained in the Amended Final Agreement

BACKGROUND AND/OR HISTORY:

A water transfer agreement between Oakdale Irrigation District, South San Joaquin Irrigation District, and the Chicken Ranch Rancheria of the Me-Wuk Indians of California was unanimously approved at the April 5, 2022 Board meeting.

Since then, changes to the agreement have been made and the agreement is being brought back to the Board for approval.

Changes are highlighted on the new agreement (attached) and summary below:

- a. Section 7 Payments - specification that payments are considered delinquent after the due date, the original agreement indicated they were delinquent 30 days after the due date. The changes also reflect a termination clause should the account become delinquent within a certain time frame.
- b. Section 17 Option to Renew – addition of “Extended Term” and the renegotiation of the agreement in terms of price, timeframe, and notification.

FISCAL IMPACT:

ATTACHMENTS:

- Water Transfer Agreement – Amended
- Water Transfer Agreement – Approved on April 5, 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:

**WATER TRANSFER AGREEMENT
BY AND BETWEEN THE OAKDALE IRRIGATION DISTRICT,
SOUTH SAN JOAQUIN IRRIGATION DISTRICT, AND THE
CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA**

This Water Transfer Agreement (“**Agreement**”) is entered into as of September ___, 2022 (“**Effective Date**”) between the OAKDALE IRRIGATION DISTRICT, the SOUTH SAN JOAQUIN IRRIGATION DISTRICT (together the “**Districts**”), and the CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA (“**Chicken Ranch**” or “**Purchaser**”). Districts and Chicken Ranch are collectively referred to hereafter as “Parties”, or individually as a “**Party**”.

1. RECITALS.

A. The Districts are operating under and by virtue of Division 11 of the California Water Code and are the owners of certain water rights to the waters of the Stanislaus River.

B. Chicken Ranch is a federally recognized tribe of Me-Wuk people in Tuolumne County, and desires to purchase water from the Districts for essential municipal and industrial (“**M&I**”) and irrigation uses.

C. The purpose of this Agreement is to facilitate a long term transfer of water conserved or water otherwise developed by the Districts.

D. The Districts are currently subject to changing land use patterns for both irrigable and non-irrigable lands, in that irrigated and non-irrigated agricultural lands are being converted to urbanized uses which is anticipated to result in a temporary decline in use of water for agricultural purposes and the long term demand growing within the area for use of water for urban purposes.

E. Due to such changes and due to ongoing conservation practices and improvements in facilities by the Districts, the water to be transferred to the Purchaser under this Agreement, hereinafter referred to as the “**Agreement-Water**,” is surplus to the current needs of the landowners and water users of the Districts in accordance with California Water Code section 22259.

F. Purchaser intends by this Agreement to (1) obtain additional surface water for their use; (2) cause a reduction in the extraction of groundwater; and (3) assist their landowners, water users, and water purveyors in obtaining a safe and reliable water supply; and (4) assist in compliance with the Sustainable Groundwater Management Act (“**SGMA**”).

G. By providing Agreement-Water to the Purchaser pursuant to this Agreement, the Districts intend to (1) keep agriculture viable within its district and benefit its water users and landowners; (2) safeguard the Districts groundwater and provide for reasonable beneficial uses of available water supplies that may be temporarily available due to land use changes and increased conservation within their districts; (3) continue to maintain and secure these water supplies for the long term benefit of the Districts and the landowners served by it; and (4) provide water determined to be not immediately required for agricultural or beneficial purposes within the Districts to be placed to reasonable beneficial use by the Purchaser; and (5) assist in compliance with SGMA.

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

2. **DEFINITIONS.** The following definitions shall govern this Agreement:

A. **"Agreement-Water"** is that surface water under the District's pre-1914 and post-1914 water rights that are surplus to the current needs of the landowners and water users of the District's in accordance with California Water Code Section 22259, which is to be transferred to the Purchaser by this Agreement.

B. **"Delivery"** means that the Agreement-Water is made available to Purchaser at the Purchaser's Pipeline Intake to be constructed at a location in Tuolumne County to be determined (**"Delivery Point"**), whether or not Purchaser can make use of such water. This definition is intended to include the grammatical variations of the term "delivery" including "deliver" and "delivered", where such term references water.

3. **TERM.** The term of this Agreement (**"Term"**) shall be twenty-five (25) years from the date on which water is first delivered to Purchaser under this Agreement, with an option to renew for an additional fifteen (15) years.

4. **AGREEMENT TO TRANSFER.** The Districts will annually sell and deliver Agreement-Water for reasonable and beneficial uses in the quantities described and subject to the terms and conditions of this Agreement. Agreement-Water will be used on tribal land or lands used in conjunction with operation of tribal lands.

5. **QUANTITY.** The Districts agree to sell and deliver to Purchaser One Thousand Five Hundred (1,500) acre-feet of water, per calendar year, measured from January 1 to December 31 pursuant to the following build-up schedule (**"Build-Up Schedule"**). Purchaser may increase amounts used in any year but shall not exceed 1,500 acre feet in a year, and that amount shall represent the minimum amount to be taken in future years under this Agreement.

	YEAR	M&I	AG	TOTAL
1	2024	75	0	75
2	2025	190	0	190
3	2026	200	300	500
4	2027	210	300	510
5	2028	220	300	520
6	2029	230	300	530
7	2030	240	300	540
8	2031	250	600	850
9	2032	260	600	860
10	2033	270	600	870
11	2034	280	600	880
12	2035	290	600	890
13	2036	300	900	1,200
14	2037	300	900	1,200

15	2038	300	900	1,200
16	2039	300	900	1,200
17	2040	300	900	1,200
18	2041	300	1,200	1,500
19	2042	300	1,200	1,500
20	2043	300	1,200	1,500
21	2044	300	1,200	1,500
22	2045	300	1,200	1,500
23	2046	300	1,200	1,500
24	2047	300	1,200	1,500
25	2048	300	1,200	1,500

6. **PURCHASE PRICE.** The purchase price for the Agreement-Water shall be Two Hundred Dollars (\$200.00) (“**Purchase Price**”) per acre-foot.

7. **PAYMENTS.**

A. Purchaser shall pay Districts for the total amount of water listed in the Build-Up Schedule each year, regardless of use, no later than January 15 of each year. All payments to be made by Purchaser pursuant to this Agreement will be made one-half (1/2) to SSJID and one-half (1/2) to OID. The respective payments will be made to the address provided in Section 23.

B. If Purchaser takes more water than is set forth in the build out schedule, in a year, then the Purchaser shall be invoiced for such amount taken over the build out schedule, **with such invoices due and payable with sixty (60) days of receipt.**

C. **Purchaser shall pay Districts interest at the annual interest rate of ten percent (10%) on any charges that remain unpaid beyond the due date. Should any charges remain unpaid beyond the due date, Districts shall be allowed to terminate water service under this Agreement if any amounts owed remain unpaid ten (10) days after Purchaser’s receipt of written notice of such delinquency.**

8. **ANNUAL ADJUSTMENT TO PURCHASE PRICE:** The Purchase Price shall be adjusted based on changes to the Consumer Price Index (All Items) for all Urban Consumers for All U.S. Items published by the United States Department of Labor, Bureau of Labor Statistics, (the "**Index**") for the twelve (12) month period concluding with the August Index of each preceding year. Effective, October 1, of each year, following the initial delivery of water, the base purchase price will be modified, whether an increase or decrease in price, based on the same percentage that the Index as published in August of such year has changed, whether higher or lower, as compared to the Index published in August of the preceding year, provided, however, that the increase shall not exceed five percent (5%) in any year. If the Index is discontinued or revised, the index designated as the successor or substitute to the Index by the government of the United States Bureau of Labor Statistics shall be substituted.

9. **WATER QUALITY.** The Districts make no warranty or representation as to the quality or fitness for use of Agreement-Water sold and delivered to Purchaser. Purchaser shall be responsible for all necessary measures at its own expense for the testing, treatment, and other steps required for the intended uses of the Agreement-Water by the Purchaser.

10. **WATER MEASUREMENT.** The Agreement-Water will be measured by Purchaser at Purchaser's Delivery Point with equipment satisfactory to the Districts, which shall be installed, operated and maintained in good repair at the expense of Purchaser. All determinations relative to the measurement of Agreement-Water shall be made by the Districts, and upon request of Purchaser, the accuracy of such measurements will be investigated by the Districts.

11. **LIMITING CONDITIONS.** The Districts' obligations hereunder will, at all times, be subject and subordinate to the following conditions: (1) the terms and conditions of their water rights; (2) the 1988 Agreement and Stipulation between the Districts and the United States Bureau of Reclamation ("USBR") as it now exists and as modified from time to time; (3) the Tulloch Enhancement Agreement with PG&E, as it now exists and as modified from time to time; (4) the terms and conditions of Federal Energy Regulatory Commission licenses, as they now exist, and as they may be amended and/or renewed upon relicensing including, but not limited to, those held for Tulloch and Goodwin Dams; (5) the rights of landowners, within the boundaries of the Districts as of the initial delivery of Agreement-Water hereunder, to the beneficial use of their respective district's water; (6) the rights of the cities of Lathrop, Manteca, Escalon, and Tracy pursuant to each city's Water Supply Development Agreement with SSJID; and (7) applicable federal and state laws now in existence and as modified from time to time, affecting the Districts' rights or obligations. The conditions described in 1-6, inclusive, above, are collectively referred to as the "**Limiting Conditions.**" In the event of any conflict between any of the Limiting Conditions and this Agreement, the Limiting Condition(s) shall control, and Districts shall not be deemed to be in violation of this Agreement by any modifications of the Agreement, including reduced supply for Purchaser, required to ensure compliance with any of the Limiting Conditions.

12. **AGREEMENT-WATER DELIVERY.** The Districts will deliver Agreement-Water to Purchaser and the Delivery Point in the amounts listed in Section 5 in each and every year of this Agreement until the 25 year period ends subject to the changes, limitations, and other provisions in this Agreement. Purchaser shall provide to Districts an accounting of all Agreement-Water pumped in the prior month no later than the 10th day of the following month.

13. **WATER SUPPLY REDUCTIONS.** Water supply to be delivered to Purchaser under this Agreement may be reduced by the Districts for any of the following reasons: the Limiting Conditions; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River, and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the District's reasonable control. The Districts shall make good faith efforts to oppose such reductions, but Purchaser agrees that the Districts shall not be liable for reductions of supply in this Agreement due to such causes. In the event of a reduction of supply caused by factors listed in this Section, Purchaser shall pay only for water actually made available at the Delivery Point.

14. **DIVERSION COSTS.** All permitting, construction, reconstruction, and maintenance costs for facilities necessary or used to divert Agreement-Water from the Delivery Point and those which are necessary to accomplish the measurement of Agreement-Water shall be borne solely by Purchaser. Purchaser is also solely responsible for all costs associated with treatment, diversion headworks,

pumping facilities, etc., to divert, convey, transport, treat, and deliver Agreement-Water.

15. **ENVIRONMENTAL REVIEW.** The Districts will be the lead agency for purposes of the California Environmental Quality Act (“**CEQA**”). Compliance with CEQA shall be a condition precedent to deliveries under this Agreement. In addition, the Parties agree to cooperate with each other and the USBR to prepare any documents required under the National Environmental Policy Act (“**NEPA**”), including, but not limited to, preparation of the joint CEQA/NEPA document. Costs and expenses of environmental review and approval will be paid by Purchaser.

16. **TERMINATION.**

A. Prior to water delivery under this Agreement, if regulatory approvals and final CEQA action are not satisfied by December 31, 2024, either Party may terminate this Agreement by written notice to the other Party;

B. Prior to water delivery under this Agreement, should the State Water Resources Control Board, USBR, the United States Corps of Engineers, or any other state or federal agency or any state or federal court, exercising jurisdiction over this Agreement and/or the operations of either Party or the District’s water rights, impose any requirements, limitations, operational restrictions, fees, charges, costs, water rights restrictions or operating criteria upon either Party in whole or in part as a result of the transfer of Agreement-Water under this Agreement, then either Party may determine that compliance with such regulatory action is not in its best interest and unilaterally terminate this Agreement upon written notice to the other Party.

C. Prior to water delivery under this Agreement, if, in either Party’s judgment, the costs of litigation, the restrictions imposed in the approvals of any regulatory agency, mitigation measures imposed by any agency pursuant to the CEQA, or any relief afforded to plaintiffs in an action brought in State or Federal Court involving this Agreement are too burdensome in relation to the benefits to be received under this Agreement, then either Party may terminate this Agreement upon written notice to the other Party.

D. Purchaser may terminate this Agreement at any time upon one (1) year’s prior written notice to both Districts.

E. Notice. Other than pursuant to Section 16.D, a Party to the Agreement shall give thirty (30) days’ advance written notice to all the other Parties prior to terminating their involvement in this Agreement pursuant to this Section. Prior to giving such notice, the Party electing to terminate pursuant to this provision shall have met and conferred with representatives of the other Parties to discuss the concerns. In the event of one Party’s termination under this Section, that Party shall thereafter be under no further obligation or responsibility hereunder and will release each other Party from further obligations under this Agreement, except for their respective shares of costs incurred prior to the effective date of termination.

17. **OPTION TO RENEW.** If this Agreement has not been terminated or previously cancelled, and if Purchaser has complied with and performed all obligations under this Agreement, and if Purchaser is not in default, then Purchaser shall have the option to renew this Agreement upon the same terms and

conditions, except as specified further herein regarding renegotiation, for an additional fifteen (15) year period (“**Extended Term**”). Districts reserve the right to renegotiate new operational terms for any Extended Term provided such terms do not materially adversely affect the time and quantity of deliveries under this Agreement. The Purchase Price for the Extended Term shall continue to adjust from the preceding year as specified in Section 8, unless Districts provide notice within three (3) months of Purchaser’s written Extension Notice (defined herein) that such Purchase Price is below market rate, and then the Purchase Price shall be negotiated among the Parties with consideration given to the market rate. The amount of water to be delivered in each of the additional fifteen (15) years shall be equivalent to that in Year 25 of the Build-Up Schedule. If Purchaser exercises the option to renew, it shall be responsible for paying for the total amount of water specified in Year 25 of the Build-Up Schedule for all fifteen (15) years, regardless of use. There shall be no cost to the Purchaser to exercise the option to renew. To exercise the **Extended Term**, Purchaser must provide written notice to the Districts no less than one (1) year prior to the end of Year 25 of this Agreement (“**Extension Notice**”).

18. REGULATORY AND LITIGATION COSTS. The Districts will defend their own interests in any litigation or regulatory action challenging the validity or transferability of its water rights. Purchaser shall pay all costs of defending CEQA and NEPA litigation or regulatory action involving this Agreement. Any attorney fees and/or costs awarded in CEQA litigation to a person or entity not a party to this Agreement shall be paid by Purchaser.

19. CONDITIONS TO DELIVERY OF WATER. It is a condition to the Districts’ obligation to deliver water to Purchaser and to the obligation of Purchaser to pay for Agreement-Water that the following conditions be met:

A. Environmental Compliance. Adoption of a certified environmental impact report pursuant to the requirements of the CEQA.

B. Change Petition. Districts agree that pre-1914 water will be provided under this Agreement whenever possible. Districts agree to promptly petition the State Water Resources Control Board (“**State Board**”) for a change petition to deliver post-1914 stored water from Tulloch Reservoir to the diversion point in the months of November, December, January and February. Purchasers shall pay all costs and expenses incurred by the Districts in drafting, compiling, and filing the change petition, and receiving a decision thereon from the State Board.

C. Other Approvals. The Parties shall obtain such other state and/or federal regulatory approval for this transfer as are agreed upon by the Parties. Purchasers shall pay all costs and expenses for obtaining any required regulatory approvals.

D. Billing. Districts shall bill the Purchasers monthly for all costs and expenses incurred in 18 (B)(C). Payment is due in 60 days.

20. COOPERATION. To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other in obtaining all such necessary approvals and preparation of required environmental documents. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.

21. **WARREN ACT.** Purchasers may seek a Warren Act Contract to allow storage of Agreement-Water. The Districts will not object if Purchaser requests the USBR to store Agreement-Water for use in subsequent years, provided that: (1) Purchaser uses its stored water first in any given year, (2) the Districts determine they will not be injured, and (3) Purchaser's stored water spills before any water stored by the Districts. Should Purchaser obtain a written agreement with the United States to store Agreement-Water, Purchaser and the Districts shall mutually agree to any amendments to this Agreement required to confirm the timing of delivery of such stored water. It is agreed that payment for stored water shall be made by Purchaser to the Districts at the time of storage, and that election to store water in any given year shall be made on or before May 1st of that year.

22. **WAIVER OF RIGHTS.** Any waiver, at any time, by any Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default, or matter.

22. **ASSIGNMENT.** This Agreement is entered into in reliance on water supplies available to the Districts and the need and credit of Purchaser, as well as the desire of the Parties to assist in alleviating Purchaser's water shortage problems; therefore, any attempted assignment of this Agreement in whole or in part without the prior written consent of each party is void.

23. **NOTICES.** Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or, if an email address is provided, sent by electronic transmission subject to confirmation of such transmission. Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) one (1) Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT) on any Business Day or on any day other than a Business Day or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses as such party may subsequently designate to the other parties by notice given hereunder:

OAKDALE IRRIGATION DISTRICT
General Manager / Secretary
1205 East "F" Street
Oakdale, CA 95361
Phone: 209.840.5508
Email: smoody@oakdaleirrigation.com

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
General Manager / Secretary
Post Office Box 747
Ripon, CA 95366
Or
11011 E. Hwy 120, Manteca

Manteca, CA 95336
Phone: 209.249.4600
Email: prietkerk@ssjid.com

CHICKEN RANCH RANCHERIA
Post Office Box 1159
9195 Tribal Way
Jamestown, CA 95327
Phone: 209.984.9066
Email: ssuess@crttribal.com

24. **APPROVALS.** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review or determination of any Party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

25. **ARBITRATION.** In the event of a dispute between the Parties as to any right, alleged right, obligation or alleged obligation under this Agreement, the Parties shall make a good faith effort to resolve the dispute. In the event that a resolution of the dispute cannot be reached despite these efforts, any Party may declare an impasse and its intent to submit the matter to arbitration. Any such arbitration shall be held and conducted before one arbitrator who shall be selected by mutual agreement of the Parties. If agreement is not reached on the selection of an arbitrator within fifteen (15) days after a Party has notified the other Parties of its election to submit an issue to arbitration, then such arbitrator shall be appointed by the presiding judge of the superior court of Stanislaus County upon application of either Party hereto. The award or decision of the arbitrator shall be final and judgment may be entered thereon. The provisions of Title 9 of Part 3 of the California Code of Civil Procedure, including Section 1283.05, and successor statutes, permitting expanded discovery proceedings shall be applicable to all disputes which are arbitrated pursuant to this Section.

26. MISCELLANEOUS

A. Other Agreements. Nothing contained herein restricts the Districts from providing water services and sales to others as authorized by law which do not unreasonably interfere with the Districts' obligations hereunder.

B. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any oral agreement, statement or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all Parties to be effective.

C. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page of this Agreement. The Parties hereby acknowledge and agree that electronic signatures, facsimile signatures, electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign signatures),

or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

D. General Interpretation. The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

E. Performance on a Business Day. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. As used herein, "**Business Day**" means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

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

OAKDALE IRRIGATION DISTRICT

By: _____
Scot Moody, General Manager

Approved as to Form: _____
Tim O'Laughlin, Special Counsel

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: _____
Peter Rietkerk, General Manager

Approved as to Form: _____
Mia S. Brown, General Counsel

CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS
OF CALIFORNIA

By: _____

**WATER TRANSFER AGREEMENT
BY AND BETWEEN THE OAKDALE IRRIGATION DISTRICT,
SOUTH SAN JOAQUIN IRRIGATION DISTRICT, AND THE
CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA**

This Water Transfer Agreement (“**Agreement**”) is entered into as of April 1, 2022 (“**Effective Date**”) between the OAKDALE IRRIGATION DISTRICT, the SOUTH SAN JOAQUIN IRRIGATION DISTRICT (together the “**Districts**”), and the CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA (“**Chicken Ranch**” or “**Purchaser**”). Districts and Chicken Ranch are collectively referred to hereafter as “Parties”, or individually as a “**Party**”.

1. RECITALS.

- A. The Districts are operating under and by virtue of Division 11 of the California Water Code and are the owners of certain water rights to the waters of the Stanislaus River.
- B. Chicken Ranch is a federally recognized tribe of Me-Wuk people in Tuolumne County, and desires to purchase water from the Districts for essential municipal and industrial (“**M&I**”) and irrigation uses.
- C. The purpose of this Agreement is to facilitate a long term transfer of water conserved or water otherwise developed by the Districts.
- D. The Districts are currently subject to changing land use patterns for both irrigable and non-irrigable lands, in that irrigated and non-irrigated agricultural lands are being converted to urbanized uses which is anticipated to result in a temporary decline in use of water for agricultural purposes and the long term demand growing within the area for use of water for urban purposes.
- E. Due to such changes and due to ongoing conservation practices and improvements in facilities by the Districts, the water to be transferred to the Purchaser under this Agreement, hereinafter referred to as the “**Agreement-Water**,” is surplus to the current needs of the landowners and water users of the Districts in accordance with California Water Code section 22259.
- F. Purchaser intends by this Agreement to (1) obtain additional surface water for their use; (2) cause a reduction in the extraction of groundwater; and (3) assist their landowners, water users, and water purveyors in obtaining a safe and reliable water supply; and (4) assist in compliance with the Sustainable Groundwater Management Act (“**SGMA**”).
- G. By providing Agreement-Water to the Purchaser pursuant to this Agreement, the Districts intend to (1) keep agriculture viable within its district and benefit its water users and landowners; (2) safeguard the Districts groundwater and provide for reasonable beneficial uses of available water supplies that may be temporarily available due to land use changes and increased conservation within their districts; (3) continue to maintain and secure these water supplies for the long term benefit of the Districts and the landowners served by it;

and (4) provide water determined to be not immediately required for agricultural or beneficial purposes within the Districts to be placed to reasonable beneficial use by the Purchaser; and (5) assist in compliance with SGMA.

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

2. **DEFINITIONS.** The following definitions shall govern this Agreement:

A. **"Agreement-Water"** is that surface water under the District's pre-1914 and post-1914 water rights that are surplus to the current needs of the landowners and water users of the District's in accordance with California Water Code Section 22259, which is to be transferred to the Purchaser by this Agreement.

B. **"Delivery"** means that the Agreement-Water is made available to Purchaser at the Purchaser's Pipeline Intake to be constructed at a location in Tuolumne County to be determined ("**Delivery Point**"), whether or not Purchaser can make use of such water. This definition is intended to include the grammatical variations of the term "delivery" including "deliver" and "delivered", where such term references water.

3. **TERM.** The term of this Agreement ("**Term**") shall be twenty-five (25) years from the date on which water is first delivered to Purchaser under this Agreement, with an option to renew for an additional fifteen (15) years.

4. **AGREEMENT TO TRANSFER.** The Districts will annually sell and deliver Agreement-Water for reasonable and beneficial uses in the quantities described and subject to the terms and conditions of this Agreement. Agreement-Water will be used on tribal land or lands used in conjunction with operation of tribal lands.

5. **QUANTITY.** The Districts agree to sell and deliver to Purchaser One Thousand Five Hundred (1,500) acre-feet of water, per calendar year, measured from January 1 to December 31 pursuant to the following build-up schedule ("**Build-Up Schedule**"). Purchaser may increase amounts used in any year but shall not exceed 1,500 acre feet in a year, and that amount shall represent the minimum amount to be taken in future years under this Agreement.

	YEAR	M&I	AG	TOTAL
1	2024	75	0	75
2	2025	190	0	190
3	2026	200	300	500
4	2027	210	300	510
5	2028	220	300	520
6	2029	230	300	530
7	2030	240	300	540
8	2031	250	600	850
9	2032	260	600	860

10	2033	270	600	870
11	2034	280	600	880
12	2035	290	600	890
13	2036	300	900	1,200
14	2037	300	900	1,200
15	2038	300	900	1,200
16	2039	300	900	1,200
17	2040	300	900	1,200
18	2041	300	1,200	1,500
19	2042	300	1,200	1,500
20	2043	300	1,200	1,500
21	2044	300	1,200	1,500
22	2045	300	1,200	1,500
23	2046	300	1,200	1,500
24	2047	300	1,200	1,500
25	2048	300	1,200	1,500

6. **PURCHASE PRICE.** The purchase price for the Agreement-Water shall be Two Hundred Dollars (\$200.00) (“**Purchase Price**”) per acre-foot.

7. **PAYMENTS.** Purchaser shall pay Districts for the total amount of water listed in the Build-Up Schedule each year, regardless of use, no later than January 15 of each year. Purchaser shall pay Districts interest at the annual interest rate of ten percent (10%) on any charges that remain unpaid thirty (30) days beyond the due date. All payments to be made by Purchaser pursuant to this Agreement will be made one-half (1/2) to SSJID and one-half (1/2) to OID. The respective payments will be made to the address provided in Section 23. If Purchaser takes more water than is set forth in the build out schedule, in a year, then the Purchaser shall be invoiced for such amount taken over the build out schedule. Invoice is due and payable with 60 days.

8. **ANNUAL ADJUSTMENT TO PURCHASE PRICE:** The Purchase Price shall be adjusted based on changes to the Consumer Price Index (All Items) for all Urban Consumers for All U.S. Items published by the United States Department of Labor, Bureau of Labor Statistics, (the "**Index**") for the twelve (12) month period concluding with the August Index of each preceding year. Effective, October 1, of each year, following the initial delivery of water, the base purchase price will be modified, whether an increase or decrease in price, based on the same percentage that the Index as published in August of such year has changed, whether higher or lower, as compared to the Index published in August of the preceding year, provided, however, that the increase shall not exceed five percent (5%) in any year. If the Index is discontinued or revised, the index designated as the successor or substitute to the Index by the government of the United States Bureau of Labor Statistics shall be substituted.

9. **WATER QUALITY.** The Districts make no warranty or representation as to the quality or fitness for use of Agreement-Water sold and delivered to Purchaser. Purchaser shall be responsible for all necessary measures at its own expense for the testing, treatment, and other steps required for the intended uses of the Agreement-Water by the Purchaser.

10. **WATER MEASUREMENT.** The Agreement-Water will be measured by Purchaser at Purchaser's Delivery Point with equipment satisfactory to the Districts, which shall be installed, operated and maintained in good repair at the expense of Purchaser. All determinations relative to the measurement of Agreement-Water shall be made by the Districts, and upon request of Purchaser, the accuracy of such measurements will be investigated by the Districts.

11. **LIMITING CONDITIONS.** The Districts' obligations hereunder will, at all times, be subject and subordinate to the following conditions: (1) the terms and conditions of their water rights; (2) the 1988 Agreement and Stipulation between the Districts and the United States Bureau of Reclamation ("USBR") as it now exists and as modified from time to time; (3) the Tulloch Enhancement Agreement with PG&E, as it now exists and as modified from time to time; (4) the terms and conditions of Federal Energy Regulatory Commission licenses, as they now exist, and as they may be amended and/or renewed upon relicensing including, but not limited to, those held for Tulloch and Goodwin Dams; (5) the rights of landowners, within the boundaries of the Districts as of the initial delivery of Agreement-Water hereunder, to the beneficial use of their respective district's water; (6) the rights of the cities of Lathrop, Manteca, Escalon, and Tracy pursuant to each city's Water Supply Development Agreement with SSJID; and (7) applicable federal and state laws now in existence and as modified from time to time, affecting the Districts' rights or obligations. The conditions described in 1-6, inclusive, above, are collectively referred to as the "**Limiting Conditions**." In the event of any conflict between any of the Limiting Conditions and this Agreement, the Limiting Condition(s) shall control, and Districts shall not be deemed to be in violation of this Agreement by any modifications of the Agreement, including reduced supply for Purchaser, required to ensure compliance with any of the Limiting Conditions.

12. **AGREEMENT-WATER DELIVERY.** The Districts will deliver Agreement-Water to Purchaser and the Delivery Point in the amounts listed in Section 5 in each and every year of this Agreement until the 25 year period ends subject to the changes, limitations, and other provisions in this Agreement. Purchaser shall provide to Districts an accounting of all Agreement-Water pumped in the prior month no later than the 10th day of the following month.

13. **WATER SUPPLY REDUCTIONS.** Water supply to be delivered to Purchaser under this Agreement may be reduced by the Districts for any of the following reasons: the Limiting Conditions; failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to the Districts; diversions which may hereafter be authorized for others from the North, Middle or South Forks of the Stanislaus River, and any action, legislation, ruling or determination adverse to the Districts affecting the Agreement and beyond the District's reasonable control. The Districts shall make good faith efforts to oppose such reductions, but Purchaser agrees that the Districts shall not be liable for reductions of supply in this Agreement due to such causes. In the event of a reduction of supply caused by factors listed in this Section, Purchaser shall pay only for water actually made available at the Delivery Point.

14. **DIVERSION COSTS.** All permitting, construction, reconstruction, and maintenance costs for

facilities necessary or used to divert Agreement-Water from the Delivery Point and those which are necessary to accomplish the measurement of Agreement-Water shall be borne solely by Purchaser. Purchaser is also solely responsible for all costs associated with treatment, diversion headworks, pumping facilities, etc., to divert, convey, transport, treat, and deliver Agreement-Water.

15. **ENVIRONMENTAL REVIEW.** The Districts will be the lead agency for purposes of the California Environmental Quality Act (“CEQA”). Compliance with CEQA shall be a condition precedent to deliveries under this Agreement. In addition, the Parties agree to cooperate with each other and the USBR to prepare any documents required under the National Environmental Policy Act (“NEPA”), including, but not limited to, preparation of the joint CEQA/NEPA document. Costs and expenses of environmental review and approval will be paid by Purchaser.

16. **TERMINATION.**

A. Prior to water delivery under this Agreement, if regulatory approvals and final CEQA action are not satisfied by December 31, 2024, either Party may terminate this Agreement by written notice to the other Party;

B. Prior to water delivery under this Agreement, should the State Water Resources Control Board, USBR, the United States Corps of Engineers, or any other state or federal agency or any state or federal court, exercising jurisdiction over this Agreement and/or the operations of either Party or the District’s water rights, impose any requirements, limitations, operational restrictions, fees, charges, costs, water rights restrictions or operating criteria upon either Party in whole or in part as a result of the transfer of Agreement-Water under this Agreement, then either Party may determine that compliance with such regulatory action is not in its best interest and unilaterally terminate this Agreement upon written notice to the other Party.

C. Prior to water delivery under this Agreement, if, in either Party’s judgment, the costs of litigation, the restrictions imposed in the approvals of any regulatory agency, mitigation measures imposed by any agency pursuant to the CEQA, or any relief afforded to plaintiffs in an action brought in State or Federal Court involving this Agreement are too burdensome in relation to the benefits to be received under this Agreement, then either Party may terminate this Agreement upon written notice to the other Party.

D. Purchaser may terminate this Agreement at any time upon one (1) year’s prior written notice to both Districts.

E. Notice. Other than pursuant to Section 16.D, a Party to the Agreement shall give thirty (30) days’ advance written notice to all the other Parties prior to terminating their involvement in this Agreement pursuant to this Section. Prior to giving such notice, the Party electing to terminate pursuant to this provision shall have met and conferred with representatives of the other Parties to discuss the concerns. In the event of one Party’s termination under this Section, that Party shall thereafter be under no further obligation or responsibility hereunder and will release each other Party from further obligations under this Agreement, except for their respective shares of costs incurred prior to the effective date of termination.

17. **OPTION TO RENEW.** If this Agreement has not been terminated or previously cancelled, and if Purchaser has complied with and performed all obligations under this Agreement, and if Purchaser is not in default, then Purchaser shall have the option to renew this Agreement upon the same terms and conditions for an additional 15-year period, with the purchase price continuing to adjust from the preceding year as specified in Paragraph 8. The amount of water to be delivered in each of the additional 15 years shall be equivalent to that in Year 25 of the Build-Up Schedule. If Purchaser exercises the option to renew, it shall be responsible for paying for the total amount of water specified in Year 25 of the Build-Up Schedule for all 15 years, regardless of use. There shall be no cost to the Purchaser to exercise the option to renew. To exercise the option to renew, Purchaser must provide written notice to the Districts no less than one year prior to the end of Year 25 of the contract.

18. **REGULATORY AND LITIGATION COSTS.** The Districts will defend their own interests in any litigation or regulatory action challenging the validity or transferability of its water rights. Purchaser shall pay all costs of defending CEQA and NEPA litigation or regulatory action involving this Agreement. Any attorney fees and/or costs awarded in CEQA litigation to a person or entity not a party to this Agreement shall be paid by Purchaser.

19. **CONDITIONS TO DELIVERY OF WATER.** It is a condition to the Districts' obligation to deliver water to Purchaser and to the obligation of Purchaser to pay for Agreement-Water that the following conditions be met:

A. Environmental Compliance. Adoption of a certified environmental impact report pursuant to the requirements of the CEQA.

B. Change Petition. Districts agree that pre-1914 water will be provided under this Agreement whenever possible. Districts agree to promptly petition the State Water Resources Control Board ("**State Board**") for a change petition to deliver post-1914 stored water from Tulloch Reservoir to the diversion point in the months of November, December, January and February. Purchasers shall pay all costs and expenses incurred by the Districts in drafting, compiling, and filing the change petition, and receiving a decision thereon from the State Board.

C. Other Approvals. The Parties shall obtain such other state and/or federal regulatory approval for this transfer as are agreed upon by the Parties. Purchasers shall pay all costs and expenses for obtaining any required regulatory approvals.

D. Billing. Districts shall bill the Purchasers monthly for all costs and expenses incurred in 18 (B)(C). Payment is due in 60 days.

20. **COOPERATION.** To the extent reasonably required, each Party to this Agreement shall, in good faith, assist the other in obtaining all such necessary approvals and preparation of required environmental documents. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.

21. **WARREN ACT.** Purchasers may seek a Warren Act Contract to allow storage of Agreement-Water. The Districts will not object if Purchaser requests the USBR to store Agreement-Water for use in subsequent years, provided that: (1) Purchaser uses its stored water first in any given year, (2) the Districts determine they will not be injured, and (3) Purchaser's stored water spills before any water stored by the Districts. Should Purchaser obtain a written agreement with the United States to store Agreement-Water, Purchaser and the Districts shall mutually agree to any amendments to this Agreement required to confirm the timing of delivery of such stored water. It is agreed that payment for stored water shall be made by Purchaser to the Districts at the time of storage, and that election to store water in any given year shall be made on or before May 1st of that year.

22. **WAIVER OF RIGHTS.** Any waiver, at any time, by any Party of its rights with Respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default, or matter.

22. **ASSIGNMENT.** This Agreement is entered into in reliance on water supplies available to the Districts and the need and credit of Purchaser, as well as the desire of the Parties to assist in alleviating Purchaser's water shortage problems; therefore, any attempted assignment of this Agreement in whole or in part without the prior written consent of each party is void.

23. **NOTICES.** Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or, if an email address is provided, sent by electronic transmission subject to confirmation of such transmission. Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) one (1) Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT) on any Business Day or on any day other than a Business Day or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses as such party may subsequently designate to the other parties by notice given hereunder:

OAKDALE IRRIGATION DISTRICT
General Manager / Secretary
1205 East "F" Street
Oakdale, CA 95361
Phone: 209.840.5508
Email: srknell@oakdaleirrigation.com

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
Post Office Box 747
Ripon, CA 95366
or
11011 E. Hwy 120, Manteca
Manteca, CA 95336
prietkerk@ssjid.com

CHICKEN RANCH RANCHERIA
Post Office Box 1159
9195 Tribal Way
Jamestown, CA 95327
Phone: 209.984.9066
Email: ssuess@crttribal.com

24. **APPROVALS.** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review or determination of any Party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

25. **ARBITRATION.** In the event of a dispute between the Parties as to any right, alleged right, obligation or alleged obligation under this Agreement, the Parties shall make a good faith effort to resolve the dispute. In the event that a resolution of the dispute cannot be reached despite these efforts, any Party may declare an impasse and its intent to submit the matter to arbitration. Any such arbitration shall be held and conducted before one arbitrator who shall be selected by mutual agreement of the Parties. If agreement is not reached on the selection of an arbitrator within fifteen (15) days after a Party has notified the other Parties of its election to submit an issue to arbitration, then such arbitrator shall be appointed by the presiding judge of the superior court of Stanislaus County upon application of either Party hereto. The award or decision of the arbitrator shall be final and judgment may be entered thereon. The provisions of Title 9 of Part 3 of the California Code of Civil Procedure, including Section 1283.05, and successor statutes, permitting expanded discovery proceedings shall be applicable to all disputes which are arbitrated pursuant to this Section.

26. **MISCELLANEOUS**

A. Other Agreements. Nothing contained herein restricts the Districts from providing water services and sales to others as authorized by law which do not unreasonably interfere with the Districts' obligations hereunder.

B. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any oral agreement, statement or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all Parties to be effective.

C. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page of this Agreement. The Parties hereby acknowledge and agree that electronic signatures, facsimile signatures, electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign signatures), or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by facsimile or electronic mail, (b) are aware that the

other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

D. General Interpretation. The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

E. Performance on a Business Day. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. If the date on which payment or performance of any obligation of a Party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date. As used herein, “**Business Day**” means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

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

OAKDALE IRRIGATION DISTRICT

By: _____
Steve Knell, General Manager

Attest: _____
Secretary

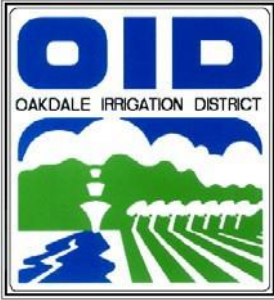
SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: _____
Peter Rietkerk, General Manager

Attest: _____
Secretary

CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS
OF CALIFORNIA

By: _____



COMMUNICATIONS

**BOARD MEETING OF
SEPTEMBER 6, 2022**



CLOSED SESSION ITEMS

BOARD MEETING OF SEPTEMBER 6, 2022