

**AGENDA
SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
TUESDAY, JANUARY 9, 2018**

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

CALL TO ORDER 9:00 a.m., the Boardroom of the District Office
1205 East F Street, Oakdale, California 95361

PLEDGE OF ALLEGIANCE

ROLL CALL Directors Orvis, Altieri, Doornenbal, Santos, DeBoer

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PRESENTATION – ITEM 1

1. Support Services Manager Jason Jones has Completed the JPIA Supervisor Basics Certification Program through the Professional Development Program offered by ACWA/JPIA

PUBLIC COMMENTS – ITEM 2

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

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

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

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 3 - 21

Agenda items listed under the Consent Calendar may be acted upon individually, in whole or in part. Subsequently, should discussion on a particular item be desired, you should identify the item now so as to remove it from the list of items to be approved under one motion. Any items removed from the list on Consent Calendar items will be discussed and acted upon individually following action on the remaining Consent Calendar items if so moved.

3. Approve the **Board of Directors' Minutes of the Regular Meeting of December 5, 2017 and Resolution Nos. 2017-79, 2017-80, 2017-81, 2017-82, 2017-83, 2017-84, 2017-85, 2017-86, 2017-87, 2017-88, 2017-89, 2017-90, 2017-91, 2017-92, and 2017-93**
4. Approve **Oakdale Irrigation District Statement of Obligations**
5. Approve **Improvement District Statement of Obligations**
6. Approve the **Treasurer and Chief Financial Officer's Report for the Month Ending November 30, 2017**
7. Approve **Assignment of Capital Work Order Numbers**
8. Approve **Resolution Adopting the Oakdale Irrigation District's 2018 Investment Policy**
9. Approve **Employee 2018 Official Wage Schedule**
10. Approve **Attendance by Directors at the California Irrigation Institute Conference in Sacramento January 29 – 30, 2018**
11. Approve **Amendment No. 11 to Professional Services Agreement 2008-PSA-007 with Boutin Jones, Inc. for Revised Hourly Rate Schedule**
12. Approve **Amendment No. 009 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. for Revised Hourly Rate Schedule**
13. Approve **Work Release No. 016 to Professional Services Agreement 2009-PSA-003 with Condor Earth Technologies, Inc. for On-Call Professional Engineering Services**
14. Approve **Amendment No. 006 to Professional Services Agreement 2011-PSA-008 with Davids Engineering, Inc. for Revised Hourly Rate Schedule**

15. Approve **Work Release No. 009 to Professional Services Agreement 2011-PSA-008 with Davids Engineering, Inc. for On-Call Professional Engineering Services**
16. Approve **Work Release No. 071 to Professional Services Agreement 2009-PSA-015 with Giuliani & Kull, Inc. for Professional Services to Stake the Wills Pipeline Easement Through APNS: 002-063-052/053/055**
17. Approve **Work Release No. 037 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for Cutting, Bending, and Placement of Rebar for One (1) Ea. Constant Head Orifice Structure Located on the Lower Cometa Lateral**
18. Approve **Work Release No. 038 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for Cutting, Bending, and Placement of Rebar for One (1) Ea. Standard Control Structure Located on the East Thalheim Pipeline**
19. Approve **Work Release No. 005 to General Services Agreement 2015-GSA-002 with Sierra Controls, LLC for Technical Support**
20. Approve **General Services Agreement 2018-GSA-001 with Tashjian Towers Corporation for SCADA Tower Technical Support and Services and Authorize General Manager to Execute**
21. Approve **Encroachment and Agricultural Discharge Permits on the Riverbank Lateral (APN: 063-027-064 – The Separate Property Trust of John Peter Brichetto Under the John and Jacqueline Brichetto 2008 Revocable Trust U/A/D 12/24/2008, the John Michael Brichetto 2012 Irrevocable Trust U/A/D 12/21/2012, the Joseph Paul Brichetto 2012 Irrevocable Trust U/A/D 12/21/2012, the John M. Brichetto 2012 Irrevocable Trust U/A/D 12/21/2012, the Joseph P. Brichetto 2012 Irrevocable Trust U/A/D 12/21/2012**

ACTION CALENDAR – ITEMS 22

22. Review and take possible action on **Board Committee Appointments**

DISCUSSION - ITEMS 23 - 24

23. Discussion / Presentation on the **District's Surface Water Diversions and Deep Well Production**
24. Discussion on **Revised Records Retention and Destruction Policy**

COMMUNICATIONS – ITEM 25

25. Oral Reports and Comments

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

CLOSED SESSION - ITEM 26

26. Closed Session to discuss the following:

- A. **Government Code §54957.6 – Conference with Labor Negotiator**
Agency Representative: General Manager
Unrepresented Employee: Exempt Supervisory Employee

OTHER ACTION – ITEM 27

27. Adjournment:

- A. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, January 16, 2018 at 6:00 p.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, January 18, 2018 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

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

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



PRESENTATION

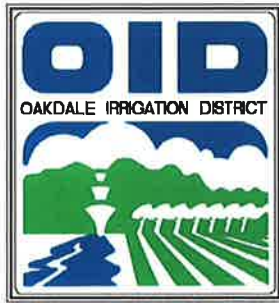
**SPECIAL BOARD MEETING OF
JANUARY 9, 2018**



PUBLIC COMMENTS

No Information Included

SPECIAL BOARD MEETING OF JANUARY 9, 2018



AGENDA ITEMS CONSENT CALENDAR

SPECIAL BOARD MEETING OF JANUARY 9, 2018

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 3
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF DECEMBER 5, 2017 AND RESOLUTION NOS. 2017-79, 2017-80, 2017-81, 2017-82, 2017-83, 2017-84, 2017-85, 2017-86, 2017-87, 2017-88, 2017-89, 2017-90, 2017-91, 2017-92 AND 2017-93

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Regular Meeting of December 5, 2017
- Draft Resolution No. 2017-79
- Draft Resolution No. 2017-80
- Draft Resolution No. 2017-81
- Draft Resolution No. 2017-82
- Draft Resolution No. 2017-83
- Draft Resolution No. 2017-84
- Draft Resolution No. 2017-85
- Draft Resolution No. 2017-86
- Draft Resolution No. 2017-87
- Draft Resolution No. 2017-88
- Draft Resolution No. 2017-89
- Draft Resolution No. 2017-90
- Draft Resolution No. 2017-91
- Draft Resolution No. 2017-92
- Draft Resolution No. 2017-93

Board Motion:

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

VOTE:

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

Action(s) to be taken:

MINUTES

Oakdale, California
December 5, 2017

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

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

Staff Present: Steve Knell, General Manager
Eric Thorburn, Water Operations Manager
Jason Jones, Support Services Manager
Kathy Cook, Chief Financial Officer

Also Present: Fred Silva, General Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no additions or deletions of agenda items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

At the hour of 9:01 a.m. the Board welcomed public comment.

PUBLIC COMMENT ITEM NO. 1

Robert Frobose commented on abandonment of water and storage in New Melones.

Gary Osmundson congratulated the three Directors winning the election. Mr. Osmundson also stated that when the conservation account is full at New Melones no new water can be added.

There being no further public comment, public comment closed at the hour of 9:08 a.m.

HEARING CALENDAR
ITEM NO. 2

ITEM NO. 2
PUBLIC HEARING AND POSSIBLE ACTION TO CERTIFY THE VOTE OF THE
IMPROVEMENT DISTRICT NO. 41 MEMBERSHIP REGARDING THE EXECUTION
OF THE OUT-OF-AREA AGREEMENT FOR WATER SERVICE AND ISSUE
A ONE-TIME ASSESSMENT FOR THE ASSOCIATED WATER IMPACT FEE

Water Operations Manager Eric Thorburn gave the Board of Directors some background information on Improvement District No. 41.

There being no one present from Improvement District No. 41 the public hearing was closed at 9:10 a.m.

Water Operations Manager Eric Thorburn stated that the Improvement District No. 41 Membership voted to approve the execution of the Out-of-Area Agreement for Water Service and issue a one-time assessment for the associated water impact fee, by the following vote:

Ayes: 16 (by mail)
Unreturned Ballots 17 (all non-votes are considered as a yes vote)
Noes: 6 (by mail)
Passed by a total vote of 33-6

A motion was made by Director Santos, seconded by Director Orvis, and unanimously supported to certify the vote of Improvement District No. 41 Membership approving the execution of the Out-of-Area Agreement for Water Service and issue a one-time assessment for the associated water impact fee.

General Manager Steve Knell requested that Items Nos. 3 and 4 be pulled from the Consent Calendar; Director Altieri requested that Item No. 5 be pulled from the Consent Calendar; and Director Santos requested that Item Nos. 11 and 14 be pulled from the Consent Calendar.

CONSENT ITEMS
ITEM NOS. 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22

ITEM NO. 6
APPROVE OID IMPROVEMENT
DISTRICT'S STATEMENT OF OBLIGATIONS

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

ITEM NO. 7
APPROVE ASSIGNMENT OF
CAPITAL WORK ORDER NUMBERS

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the following assignment of capital work order numbers:

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Vogt Pipeline	Installation of new Type 1 turnout with 3-turnouts, 1-20" Krohne flow meter, and approximately 50' LF of 21" PVC. (APN: 010-017-067)	\$84,400	2017-044
Albers Lateral No. 1	Remove and replace 1-5'x7' precast MBI structure, 2-18" starter couplers, 1-18"x9' Fresno 101C slide gate, 44'-18" 100 PSI PIP PVC, and 2-18" 100 PSI PIP PVC elbows. (APN: 014-009-005)	14,600	2017-047
Hirschfeld Lateral	Import approximately 1,300 cubic yards of borrow material to rebuild the drivable access, and install 1,100'-six strand barbed wire fence. (APN: 002-004-027)	87,500	2017-048
Langworth Pipeline	Install 4-15" line gates, 8-15" bolt-on couplers and 8-concrete connection collars. (APNs: 062-010-006/007/025/026)	41,500	2017-049
Albers Lateral No. 1	Remove and replace 1-5'x6' precast MBI structure w/ 15" starter coupler, 1-15"x8' Fresno 101C slide gate, 2-15"x20' 100 PSI PIP PVC, 2-15" 100 PSI PIP PVC elbows. (APN: 014-009-009)	13,000	2017-050

ITEM NO. 8
APPROVE TREASURER AND CHIEF FINANCIAL
OFFICER'S REPORT FOR THE MONTH ENDING OCTOBER 31, 2017

A motion as made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the Treasurer and Chief Financial Officer's Report for the month ending October 31, 2017.

ITEM NO. 9
APPROVE REQUEST TO WRITE-OFF MR. BAILON-GUTIERREZ'S
MISCELLANEOUS INVOICE FOR DAMAGES TO THE CRANE DRAIN

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve writing off Mr. Bailon-Gutierrez's miscellaneous invoice for damages to the Crane Drain

ITEM NO. 10
APPROVE PAYMENT OF CLAIM SUBMITTED BY STEVE CRAIG

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the payment of the claim submitted by Steve Craig.

ITEM NO. 12
APPROVE PROFESSIONAL SERVICES AGREEMENT
2017-PSA-002 WITH BROWNING RESERVE GROUP FOR A RESERVE STUDY OF
EACH OF THE IMPROVEMENT DISTRICTS AND THE RURAL WATER SYSTEM

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve Professional Services Agreement 2017-PSA-002 with Browning Reserve Group for a Reserve Study of each of the Improvement Districts and the Rural Water System.

ITEM NO. 13
APPROVE WORK RELEASE NO. 036 TO GENERAL SERVICES
AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR
CUTTING, BENDING, AND PLACEMENT OF REBAR FOR ONE (1) EA.
STANDARD CONTROL STRUCTURE LOCATED ON THE VOGT PIPELINE

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve Work Release No. 036 to General Services Agreement 2013-GSA-032 with Northern Steel, Inc. for Cutting, Bending, and Placement of rebar for one (1) ea. standard control structure located on the Vogt Pipeline.

ITEM NO. 15
APPROVE NOTIFICATION AGREEMENT ON THE RIVER
ROAD LATERAL (APN: 006-013-028 – PACIFIC GAS & ELECTRIC)

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the Notification Agreement on the River Road Lateral (APN: 006-013-028 – Pacific Gas & Electric).

ITEM NO. 16
APPROVE NOTIFICATION AGREEMENT ON THE
HOWARD PIPELINE (APN: 006-002-080 – PACIFIC GAS & ELECTRIC)

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the Notification Agreement on the Howard Pipeline (APN: 006-002-080 – Pacific Gas & Electric).

ITEM NO. 17
APPROVE NOTIFICATION AGREEMENT ON THE
BRICHETTO PIPELINE (APN: 014-008-003 – PACIFIC GAS & ELECTRIC)

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the Notification Agreement on the Brichetto Pipeline (APN: 014-008-003 – Pacific Gas & Electric).

ITEM NO. 18
APPROVE ENCROACHMENT PERMIT ON THE
HIRSCHFELD PIPELINE (APN: 207-370-18 – BECK)

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the Encroachment Permit on the Hirschfeld Pipeline (APN: 207-370-18 – Beck).

ITEM NO. 19
APPROVE ENCROACHMENT AND AGRICULTURAL
DISCHARGE PERMITS ON THE BRICHETTO PIPELINE, STOWELL LATERAL,
ALBERS LATERAL, ALBERS DRAIN, KUHN DRAIN, AND MOOTZ DRAIN
(APNS: 014-002-013/014/015/016/017/018/019/020/021/022/023/024/025/026/
027/028/029/030/031/032/033/034/035/036/037/038/039 – BENTLEY RANCH, LLC)

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the Encroachment and Agricultural Discharge Permits on the Brichetto Pipeline, Stowell Lateral, Albers Lateral, Albers Drain, Kuhn Drain, and Mootz Drain (APNS: 014-002-013/014/015/016/017/018/019/020/021/022/023/024/025/026/027/028/029/030/031/032/033/034/035/036/037/038/039 – BENTLEY RANCH, LLC).

ITEM NO. 20
APPROVE ENCROACHMENT AND AGRICULTURAL DISCHARGE PERMITS
ON THE BRICHETTO LATERAL (APN: 014-008-003 – BENTLEY RANCH, LLC)

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the Encroachment and Agricultural Discharge Permits on the Brichetto Lateral (APN: 014-008-003 – Bentley Ranch, LLC).

ITEM NO. 21
APPROVE ENCROACHMENT AND AGRICULTURAL DISCHARGE
PERMITS ON THE BRICHETTO PIPELINE, STOWELL LATERAL, KUHN
DRAIN, AND MOOTZ DRAIN (APN: 014-009-001 – BENTLEY RANCH, LLC)

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the Encroachment and Agricultural Discharge Permits on the Brichetto Pipeline, Stowell Lateral, Kuhn Drain, and Mootz Drain (APN: 014-009-001 – Bentley Ranch, LLC).

ITEM NO. 22
APPROVE ENCROACHMENT AND AGRICULTURAL DISCHARGE PERMITS
ON THE CLARIBEL LATERAL (APN: 014-021-011 – HARRIS FAMILY TRUST)

A motion was made by Director Orvis, seconded by Director DeBoer, and unanimously supported to approve the Encroachment and Agricultural Discharge Permits on the Claribel Lateral (APN: 014-021-011 – Harris Family Trust).

The above Consent Items passed unanimously by the following votes:

Ayes: Directors Doornenbal, Altieri, Santos, Orvis, DeBoer
Noes: None
Absent: None

PULLED CONSENT ITEMS
ITEM NOS. 3, 4, 5, 11, 14

ITEM NO. 3
APPROVE THE BOARD OF DIRECTORS' MINUTES
OF THE REGULAR MEETING OF OCTOBER 3, 2017
AND RESOLUTION NOS. 2017-72, 2017-73, AND 2017-74

A motion was made by Director DeBoer, seconded by Director Orvis, and unanimously supported to approve the Board of Directors' Minutes of the regular Meeting of October 3, 2017 and Resolution Nos. 2017-72, 2017-73, and 2017-74.

ITEM NO. 4
APPROVE THE BOARD OF DIRECTORS'
MINUTES OF THE REGULAR MEETING OF NOVEMBER 7, 2017
AND RESOLUTION NOS. 2017-75, 2017-76, 2017-77, AND 2017-78

A motion was made by Director DeBoer, seconded by Director Orvis, and unanimously supported to approve the Minutes of the Regular Meeting of November 7, 2017 and Resolution Nos. 2017-75, 2017-76, 2017-77, and 2017-78.

ITEM NO. 5
APPROVE OAKDALE IRRIGATION
DISTRICT'S STATEMENT OF OBLIGATIONS

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

ITEM NO. 11
APPROVE ACWA JPIA ADDENDUM TO
THE MEMORANDUM OF LIABILITY COVERAGE

A motion was made by Director DeBoer, seconded by Director Orvis, and unanimously supported to approve the ACWA JPIA Addendum to the Memorandum of Liability Coverage.

ITEM NO. 14
APPROVE RESIDENTIAL LEASE FOR REAL PROPERTY
LOCATED AT 6000 ALBERS ROAD AND AUTHORIZE GENERAL
MANAGER TO EXECUTE AND MAKE ANY SUBSTANTIVE CHANGES

A motion was made by Director DeBoer, seconded by Director Orvis, and unanimously supported to approve the Residential Lease for Real Property located at 6000 Albers Road and authorize the General Manager to execute and make any substantive changes.

The above Consent Items passed unanimously by the following votes:

Ayes: Directors Doornenbal, Altieri, Santos, Orvis, DeBoer
Noes: None
Absent: None

ACTION CALENDAR
ITEM NOS. 23, 24, 25, 26, 27, 28, 29, 30, 31, 32

ITEM NO. 23
REVIEW AND TAKE POSSIBLE ACTION ON THE
NOMINATION AND ELECTION OF A PRESIDENT OF THE BOARD

Director Santos nominated Director Orvis as President of the Board. There were no other nominations.

Director Orvis was nominated and elected as President of the Board.

ITEM NO. 24
REVIEW AND TAKE POSSIBLE ACTION ON THE
NOMINATION AND ELECTION OF A VICE PRESIDENT OF THE BOARD

Director Doornenbal nominated Director DeBoer for Vice President; Director Santos nominated Director Altieri for Vice President.

Director DeBoer abstained from voting on this agenda item.

Director Altieri was nominated and elected as Vice President the Board.

ITEM NO. 25
REVIEW AND TAKE POSSIBLE ACTION ON THE
APPOINTMENT OF SECRETARY AND TREASURER TO THE BOARD

The Board unanimously supported to appoint General Manager Steve Knell as Secretary to the Board; and Chief Financial Officer Kathy Cook as Treasurer to the Board.

ITEM NO. 26
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION
OF THE ELECTION AND APPOINTMENT OF NEW OFFICERS TO THE BOARD

A motion as made by Director Santos, seconded by Director Altieri, and unanimously supported to adopt the Resolution of Election and Appointment of New Officers to the Board.

The motion passed unanimously by the following vote:

Ayes:	Directors Doornenbal, DeBoer, Orvis, Santos, Altieri
Noes:	None
Absent	None

ITEM NO. 27
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A
RESOLUTION FOR DESIGNATION OF BANK ACCOUNT SIGNATORIES

A motion as motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to adopt the Resolution for Designation of Bank Account Signatories.

The motion passed unanimously by the following vote:

Ayes:	Directors Doornenbal, DeBoer, Orvis, Santos, Altieri
Noes:	None
Absent	None

ITEM NO. 28
REVIEW AND TAKE POSSIBLE
ACTION TO ADOPT THE 2017 BUDGET

A motion was made by Director Doornenbal and seconded by Director DeBoer to adopt the 2018 Budget, and was voted as follows:

Ayes:	Directors Doornenbal, DeBoer, Orvis
Noes:	None
Absent	None
Abstained:	Directors Santos, Altieri

The motion passed by a 3-2 vote:

ITEM NO. 29
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION
COMMENDING STEVEN A. WEBB IN APPRECIATION OF THIRTY-TWO
YEARS OF CONTINUOUS SERVICE AS A DIRECTOR ON THE BOARD FOR THE
OAKDALE IRRIGATION DISTRICT, TRI-DAM PROJECT, AND TRI-DAM AUTHORITY

A motion was made by Director Doornenbal and seconded by Director DeBoer to adopt the Resolution Commending Steven A. Webb in Appreciation of Thirty-Two Years of Continuous Service as a Director on the Board for the Oakdale Irrigation District, Tri-Dam Project and Tri-Dam Authority and was voted as follows:

Ayes:	Directors Doornenbal, DeBoer, Orvis
Noes:	None
Absent:	None
Abstained:	Directors Santos, Altieri

The motion passed by a 3-2 vote:

ITEM NO. 30
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT A RESOLUTION TO
CHANGE THE NAME OF THE TWO-MILE BAR TUNNEL TO THE WEBB TUNNEL

Director Orvis stated that he understands that Mr. Webb was the longest serving Director in the history of OID, but he feels that it would be easier to name the facility for what it is and maybe recognize Mr. Webb in the name and call it the Two-Mile Bar Webb Tunnel.

A motion as made by Director Doornenbal and seconded by Director DeBoer, and unanimously supported to adopt a Resolution to Change the Name of the Two-Mile Bar Tunnel to the Webb Tunnel, and was voted as follows:

Ayes:	Directors Doornenbal, DeBoer
Noes:	Directors Orvis, Santos, Altieri
Absent:	None

The motion failed by a 2-3 vote.

ITEM NO. 31
REVIEW AND TAKE POSSIBLE ACTON TO APPROVE
THE RENEWAL OF MEMBERSHIPS WITH VARIOUS ORGANIZATIONS
(ASSOCIATION OF CALIFORNIA WATER AGENCIES, OAKDALE CHAMBER
OF COMMERCE, CALIFORNIA FARM WATER COALITION, CALIFORNIA
SPECIAL DISTRICTS ASSOCIATION AND WATER EDUCATION FOUNDATION)

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve the renewal of memberships with various organizations (Association of California Water Agencies, Oakdale Chamber of Commerce, California Farm Water Coalition, California Special Districts Association and Water Education Foundation).

The motion passed unanimously by the following vote:

Ayes:	Directors Doornenbal, DeBoer, Orvis, Santos, Altieri
Noes:	None
Absent	None

ITEM NO. 32
REVIEW AND TAKE POSSIBLE ACTION TO CANCEL THE
BOARD MEETINGS SCHEDULED FOR JANUARY 2, 2018 AND
JANUARY 16, 2018 AND SCHEDULE SPECIAL BOARD MEETINGS
FOR JANUARY 9, 2018 AT 9:00 A.M. AND JANUARY 23, 2018 AT 6:00 P.M.

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to cancel the Board Meeting scheduled for January 2, 2018 at 9:00 a.m. and schedule a Special Board Meeting for January 9, 2018 at 9:00 a.m. The second Special Board Meeting will remain calendared for January 16, 2018 at 6:00 p.m.

The motion passed unanimously by the following vote:

Ayes:	Directors Doornenbal, DeBoer, Orvis, Santos, Altieri
Noes:	None
Absent	None

ITEM NO. 33
COMMUNICATIONS

A. **GENERAL MANAGERS REPORT**

The General Manager Steve Knell discussed his attendance at the ACWA 2017 Fall Conference, the Water Management Committee Meeting and the General Session Meeting.

Support Services Manager Jason Jones gave the Board an update on the Two-Mile Bar Project.

B. **COMMITTEE REPORTS**

General Manager Steve Knell reported on the Tri-Dam Advisory Committee Meeting and stated that Tri-Dam is looking at building a new tunnel from Goodwin down to Knights Ferry. The District will pay 28% of the cost of that tunnel. General Manager Steve Knell stated that the budget will probably be brought back for amendment to cover the costs associated with the expenses for this year, once they are known.

C. DIRECTORS' COMMENTS/SUGGESTIONS

Director Altieri

Director Altieri stated that she is an eternal optimist and is looking forward to working with the new Board members as well as the old and hopefully it will start a new beginning of a positive working relationship.

Director Santos

Director Santos congratulated Director Doornenbal for winning his seat back and congratulated Directors DeBoer and Orvis for winning their seats and sees good things going forward.

Director Doornenbal

Director Doornenbal stated that he is looking forward to serving another term and thanked his constituents that supported him.

Director DeBoer

Director DeBoer thanked the voters of his division for voting for him and stated that he is very humbled by that. He stated that he is the newbie and has a lot to learn and hopes everyone will be patient. Director DeBoer stated that there were a lot OF people who helped to get him elected and he thanked them; friends and neighbors. He looks forward to a Board that can work together and believes that the Board can do this. He stated that the Board can disagree without being disagreeable and do good things.

Director Orvis

Director Orvis thanked the constituents of Division 3 for the opportunity to serve. Director Orvis stated that he has a lot of years of service on other types of Boards from the county level to local and some state level. Some of those Boards have taught him a lot of things and one of those things is that he does not have meetings for the sake of meetings. We have meetings when there is business to be conducted and is for the business of the public. However, meetings have associated costs that go along with these meetings. Director Orvis made a couple of suggestions; first, he took note earlier that he would like to get together with the General Manager and General Counsel to see if there can be some type of opportunity to provide some type of itemization for legal costs; and secondly, he suggested conducting night meetings during the irrigation season, March through the first of October when our constituents are worrying about the water delivery.

A member of the public, Robert Frobose, commented on Closed Session.

At the hour of 10:47 a.m. the Board moved to Closed Session.

CLOSED SESSION
ITEM NO. 34

- A. Government Code §54956.8 Conference with Real Property Negotiator**
Negotiating Parties: San Luis Delta Mendota Water Authority,
Department of Water Resources
Property: Water
Agency Negotiators: General Manager and Water Counsel
Under Negotiations: Terms
- B. Initiation of Litigation §54956.9(d)(4)**
One (1) Case
- C. Government Code §54956.9(d)(1) - Existing Litigation (4 cases)**
Oakdale Groundwater Alliance; Frobose, Brichetto, et al. v. OID
Chris Lewis v. Oakdale Irrigation District
Gregory L. Ellis, et al., v. Oakdale Irrigation District
Oakdale Irrigation District v. SWRCB, et al.
Oakdale Irrigation District v. Linda Santos, Gail Altieri, et al.

At the hour of 10:56 Director Orvis opened Closed Session.

At the hour of 11:45 a.m. the Board returned to open session.

Coming out of Closed Session Director Orvis reported that there was no reportable action.

OTHER ACTION
ITEM NO. 35

At the hour of 11:45 a.m. the meeting was adjourned. The next Special Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, December 19, 2017 at 6:00 p.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Special 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, December 14, 2017 at 9:00 a.m.** in the board room of the South San Joaquin Irrigation District, 11011 East Highway 120, Manteca, CA.

Tom Orvis, President

Attest:

Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-79**

**NOTIFICATION AGREEMENT OF
CROSSING THE RIVER ROAD LATERAL**

APN: 006-013-028

WHEREAS, Oakdale Irrigation District holds an easement for the River Road Lateral, located in Section 18, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, Pacific Gas and Electric Company has requested a Notification Agreement for one (1) overhead electric service line crossing over the River Road Lateral in a perpendicular manner at a minimum height of thirty (30) feet above finished grade; and

WHEREAS, the attached Notification Agreement has been signed by Pacific Gas and Electric Company.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Notification Agreement of the above-identified land have been accepted by Pacific Gas and Electric Company, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Notification Agreement in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-80**

**NOTIFICATION AGREEMENT OF
CROSSING THE HOWARD PIPELINE**

APN: 006-002-080

WHEREAS, Oakdale Irrigation District holds an easement for the Howard Pipeline, located in Section 6, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, Pacific Gas and Electric Company has requested a Notification Agreement for one (1) overhead electric service line crossing over the Howard Pipeline in a perpendicular manner at a minimum height of thirty (30) feet above finished grade; and

WHEREAS, the attached Notification Agreement has been signed by Pacific Gas and Electric Company.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Notification Agreement of the above-identified land have been accepted by Pacific Gas and Electric Company, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Notification Agreement in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-81**

**NOTIFICATION AGREEMENT
ON THE BRICHETTO PIPELINE**

APN: 014-018-003

WHEREAS, Oakdale Irrigation District is the titled owner of the Thompson Lateral, located in the Southeast Quarter of Section 9, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, Pacific Gas and Electric Company has requested an Encroachment Permit for one (1) overhead electric service line crossing the Thompson Lateral in a perpendicular manner at a minimum height of thirty (30) feet above finished grade; and

WHEREAS, the attached Encroachment Permit has been signed by Pacific Gas and Electric Company.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by Pacific Gas and Electric Company, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-82**

ENCROACHMENT PERMIT ON THE HIRSCHFELD PIPELINE

APN: 207-370-18

WHEREAS, MARILYN E. BECK, AS TRUSTEE OF THE BECK FAMILY 2005 REVOCABLE TRUST, is the titled owner of property located in the Northeast quarter of Section 21, Township 1 South, Range 9 East, Mount Diablo Base and Meridian, in the unincorporated area of San Joaquin County, California; and

WHEREAS, the owners have requested an Encroachment Permit for:

1. One (1) 4" 100 PSI IPS PVC private irrigation pipeline crossing over the Hirschfeld Pipeline.

WHEREAS, the Encroachment Permit has been signed by the titled owner.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owner of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of San Joaquin County, and that said Encroachment Permit in its entirety is incorporated by reference hereto this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-83**

**ENCROACHMENT PERMIT ON THE
BRICHETTO PIPELINE, STOWELL LATERAL, ALBERS LATERAL,
ALBERS DRAIN, KUHN DRAIN, AND MOOTZ DRAIN**

**APNs: 014-002-013/014/015/016/017/018/019/020/021/022/023/024/025/026/027/028/
029/030/031/032/033/034/035/036/037/038/039**

WHEREAS, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of property located in Section 3, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY has requested an Encroachment Permit for:

1. One (1) 8" 100 PSI PIP PVC private irrigation pipeline crossing the Brichetto Pipeline.
2. One (1) 10" 100 PSI PIP PVC private irrigation pipeline crossing the Brichetto Pipeline.
3. One (1) 15" 100 PSI PIP PVC private irrigation pipeline crossing the Brichetto Pipeline.
5. One (1) 8" 100 PSI PIP PVC private irrigation pipeline crossing the Stowell Lateral.
6. One (1) 2" Sch. 40 PVC private irrigation pipelines crossing the Albers Lateral.
7. One (1) 3" Sch. 40 PVC private irrigation pipelines crossing the Albers Lateral.
8. One (1) 8" 100 PSI PIP PVC private irrigation pipeline crossing the Albers Drain.
9. One (1) 12" 100 PSI PIP PVC private irrigation pipeline crossing the Albers Drain.
10. Three (3) 6" 100 PSI PIP PVC private drain pipelines on the Albers Drain.
11. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline on the Albers Drain.
11. One (1) 10" 100 PSI PIP PVC private irrigation pipeline crossing the Kuhn Drain.
12. Two (2) 6" 100 PSI PIP PVC private drain pipelines on the Kuhn Drain.
13. One (1) 6" 100 PSI PIP PVC private irrigation pipeline crossing the Mootz Drain.
14. One (1) 8" 100 PSI PIP PVC private irrigation pipeline crossing the Mootz Drain.
15. One (1) 15" 100 PSI PIP PVC private irrigation pipeline crossing the Mootz Drain.
16. Four (4) 6" 100 PSI PIP PVC private drain pipelines on the Mootz Drain.
17. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline on the Mootz Drain.

WHEREAS, the Encroachment Permit has been signed by the titled owner.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owner of said property, is hereby accepted by the District, and that the President be and is

hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-84**

**AGRICULTURAL DISCHARGE PERMIT ON THE
ALBERS DRAIN, KUHN DRAIN, AND MOOTZ DRAIN**

**APNs: 014-002-013/014/015/016/017/018/019/020/021/022/023/024/025/026/027/028/
029/030/031/032/033/034/035/036/037/038/039**

WHEREAS, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of the property located in Section 3, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for one (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline and three (3) 6" 100 PSI PIP PVC private drain pipelines on the Albers Drain, two (2) 6" 100 PSI PIP PVC private drain pipelines on the Kuhn Drain, and one (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline and four (4) 6" 100 PSI PIP PVC private drain pipelines on the Mootz Drain, constructed in accordance with District Standard Details.

WHEREAS, the Agricultural Discharge Permit has been signed by the titled OWNER.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Agricultural Discharge Permit of the above-identified lands have been accepted by the titled OWNER of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Agricultural Discharge Permit in its entirety is incorporated by reference to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-85**

**ENCROACHMENT PERMIT ON THE BRICHETTO
LATERAL AND KUHN DRAIN**

APN: 014-008-003

WHEREAS, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of property located in the South 1/2 of Section 4, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY has requested an Encroachment Permit for:

1. One (1) 3" Sch. 40 PVC private irrigation pipeline crossing the Brichetto Lateral.
2. One (1) 2" Sch. 40 PVC private irrigation pipeline crossing the Brichetto Lateral.
3. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline discharging into the Brichetto Lateral.
4. Four (4) 6" 100 PSI PIP PVC private drain pipelines on the Kuhn Drain.
5. Two (2) 10" 100 PSI PIP PVC private drain pipelines on the Kuhn Drain.

WHEREAS, the Encroachment Permit has been signed by the titled owner.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owner of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-86**

**AGRICULTURAL DISCHARGE PERMIT ON THE
BRICHETTO LATERAL AND KUHN DRAIN**

APN: 014-008-003

WHEREAS, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of the property located in the Northwest 1/4 of Section 2, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC PRIVATE AGRICULTURAL FILTER STATION BACKFLUSH DISCHARGE PIPELINE on the BRICHETTO LATERAL, FOUR (4) 6" 100 PSI PIP PVC PRIVATE DRAIN PIPELINES ON THE KUHN DRAIN, AND TWO (2) 10" 100 PSI PIP PVC PRIVATE DRAIN PIPELINES ON THE KUHN DRAIN, constructed in accordance with District Standard Details.

WHEREAS, the Agricultural Discharge Permit has been signed by the titled OWNER.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Agricultural Discharge Permit of the above-identified lands have been accepted by the titled OWNER of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Agricultural Discharge Permit in its entirety is incorporated by reference to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-87**

**ENCROACHMENT PERMIT ON THE BRICHETTO PIPELINE,
STOWELL LATERAL, AND THE KUHN DRAIN**

APN: 014-009-001

WHEREAS, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of property located in the NW 1/4 of Section 2, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY has requested an Encroachment Permit for:

1. One (1) 3" Sch. 40 PVC private irrigation pipeline crossing the Brichetto Pipeline.
2. One (1) 2" Sch. 40 PVC private irrigation pipeline crossing the Brichetto Pipeline.
3. Two (2) 4" Sch. 40 PVC private irrigation pipelines crossing the Stowell Lateral.
4. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline on the Stowell Lateral.
5. One (1) 6" 100 PSI PIP PVC private irrigation pipeline crossing the Kuhn Drain.

WHEREAS, the Encroachment Permit has been signed by the titled owner.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owner of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-88**

**AGRICULTURAL DISCHARGE PERMIT
ON THE STOWELL LATERAL**

APN: 014-009-001

WHEREAS, BENTLEY RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, is the titled owner of the property located in the Northwest 1/4 of Section 2, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC PRIVATE AGRICULTURAL FILTER STATION BACKFLUSH DISCHARGE PIPELINE on the STOWELL LATERAL, constructed in accordance with District Standard Details.

WHEREAS, the Agricultural Discharge Permit has been signed by the titled OWNER.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Agricultural Discharge Permit of the above-identified lands have been accepted by the titled OWNER of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Agricultural Discharge Permit in its entirety is incorporated by reference to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-89**

ENCROACHMENT PERMIT ON THE CLARIBEL LATERAL

APN: 014-021-011

WHEREAS, F. RUSSELL HARRIS AND ANNE M. HARRIS, AS CO-TRUSTEES OF THE HARRIS FAMILY TRUST, DATED SEPTEMBER 24, 1992, are the titled owners of property located in the Northeast 1/4 of Section 11, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, F. RUSSELL HARRIS AND ANNE M. HARRIS, AS CO-TRUSTEES OF THE HARRIS FAMILY TRUST, DATED SEPTEMBER 24, 1992 have requested an Encroachment Permit for:

1. One (1) 4" Sch. 40 PVC private agricultural filter station backflush discharge pipeline

WHEREAS, the Encroachment Permit has been signed by the titled owner.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owners of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated by reference and attached to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-90**

**AGRICULTURAL DISCHARGE PERMIT
ON THE CLARIBEL LATERAL**

APN: 014-021-011

WHEREAS, F. RUSSELL HARRIS AND ANNE M. HARRIS, AS CO-TRUSTEES OF THE HARRIS FAMILY TRUST, DATED SEPTEMBER 24, 1992, is the titled owner of the property located in the Northeast 1/4 of Section 11, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC PRIVATE AGRICULTURAL FILTER STATION BACKFLUSH DISCHARGE PIPELINE on the CLARIBEL LATERAL, constructed in accordance with District Standard Details.

WHEREAS, the Agricultural Discharge Permit has been signed by the titled OWNER.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Agricultural Discharge Permit of the above-identified lands have been accepted by the titled OWNER of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Agricultural Discharge Permit in its entirety is incorporated by reference to this Resolution.

Upon Motion of Director Orvis, seconded by Director DeBoer, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifth day of December, 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-91**

ELECTION AND APPOINTMENT OF NEW OFFICERS

WHEREAS, California Water Code (Water Code), Division 11, Part A, Article 4, section 21376 provides for the Election of president and appointment of officers, and

WHEREAS, section 21375 of the Water Code states that on the first Tuesday after the original directors qualify, and on the day on which the board holds its first regular monthly meeting after the first Friday in December of the year in which a general district election is held, the directors shall meet and organize as a board and may transact any other business of the district; and

WHEREAS, the Oakdale Irrigation District has established an Administrative Code for the Board of Directors; and

WHEREAS, the Administrative Code states that the President and Vice President shall be appointed by the Board from its members in accordance with the provisions of the Irrigation District Law (Water Code Section 20500 et seq.) A Secretary and Treasurer shall be appointed by the Board at the same time as the President and Vice President.

THEREFORE BE IT RESOLVED, that the following Oakdale Irrigation District officers have been duly elected and appointed, are now acting and are qualified to sign written instructions, consents, stock certificates or other securities, etc., on behalf of the District, that the specimen signatures appearing opposite the names and titles are genuine signatures of such officers and that said resolution electing and appointing these officers is now in full force and effect, and that this election and appointment of officers shall remain in effect until such annual election and appointment supersedes said action.

President, Tom Orvis	Signature _____
Vice President, Gail Altieri	Signature _____
Secretary, Steve Knell	Signature _____
Treasurer, Kathy Cook	Signature _____

Upon motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above resolution was adopted at the regular meeting of the Board of Directors of the Oakdale Irrigation District this 5th day of December 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P. E.
Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-92**

DESIGNATION OF BANK ACCOUNTS AND SIGNATORIES

REPLACES RESOLUTION NO. 2015-106

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

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

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

<u>BANK</u>	<u>ACCOUNT DESCRIPTION</u>	<u>SIGNATORIES</u>
LAIF	Investment Fund	Steve Knell, Secretary Kathy Cook, Treasurer
Oak Valley Community Bank	Business checking (A/P, Payroll)	Tom Orvis, President Gail Altieri, Vice President Steve Knell, Secretary Kathy Cook, Treasurer
Oak Valley Community Bank	Business Savings	Steve Knell, Secretary Kathy Cook, Treasurer
Oak Valley Community Bank	OID Imp. District's CD	Steve Knell, Secretary Kathy Cook, Treasurer
BBVA Bank	OID Imp. District's Checking and CD	Steve Knell, Secretary Kathy Cook, Treasurer
Bank of Stockton	OID Imp. District's CD	Steve Knell, Secretary Kathy Cook, Treasurer
Union Bank of California	Third-party Custodial Account	Steve Knell, Secretary Kathy Cook, Treasurer

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

Account: Oak Valley Community Bank Business Checking

Conditions: **Payroll checks** - one signature required
Accounts Payable checks \$5,000 or less - one (1) signature required
Accounts Payable Checks in excess of \$5,000 - two (2) signatures required. One from the President or Vice President of the Board of Directors and one from the Secretary or Treasurer

Upon motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above resolution was adopted at the regular meeting of the Board of Directors of the Oakdale Irrigation District this 5th day of December 2017.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2017-93**

**COMMENDING
STEVEN A. WEBB
IN APPRECIATION OF CONTINUOUS SERVICE
FROM DECEMBER 1985 TO DECEMBER 2017**

WHEREAS, Steven A. Webb, has served and devoted thirty-two years of service to the Oakdale Irrigation District (District) as a Director; and

WHEREAS, Steven A. Webb, has shown to be a progressive Director through his advocacy in the implementation of the following milestone projects; development and execution of the 1988 Agreement and Stipulation with the United States Bureau of Reclamation after construction of New Melones Dam, the development and construction of the Sand Bar Hydroelectric Facility and the paying off of the bonds for its construction in 2017; construction of the Robert Van Lier Regulating Reservoir; implementation of a Strategic Plan to guide OID; development of a Water Resources Plan to protect water rights and to modernize and rebuild the District's infrastructure; the commitment of \$15 million in hazard reduction projects on OID's South Main Canal; the expansion of the District's service area by annexation of over 10,000 acres and expanding the District's agricultural base to advance agriculture and regional economics in our community; the building of Honolulu Bar Restoration and Floodplain Enhancement Project to improve spawning and rearing habitat for salmon; the building of the North Side Regulating Reservoir; the commencement of the Two-Mile Bar Tunnel Project after eight years of planning; and helping to bring the District from \$4.6 million in cash and investments in 1985 to \$58.6 million in cash and investments in 2016.

WHEREAS, Steven A. Webb, has provided an example of EXCELLENCE through his selfless dedication as a Board member for not only the District, but also as a contributing Board member of the Tri-Dam Project and Tri-Dam Authority; and

WHEREAS, Steven A. Webb, has always shown the highest level of professionalism in the manner in which he handled his service to OID, the Tri-Dam Project and the Tri-Dam Authority. His loyalty, integrity, devotion, and hard work made him a valued Director; and

NOW, THEREFORE the Board of Directors of the Oakdale Irrigation District do hereby extend to **Steven A. Webb** its best wishes for health and happiness in his retirement; and

BE IT FURTHER RESOLVED, that the text of this Resolution be spread upon the Minutes of the Board of Directors in permanent testimony of its appreciation of the service provided by **Steven A. Webb**.

Upon Motion of Director Doornenbal, and seconded by Director DeBoer, and duly submitted to the Board for its consideration the above-titled Resolution was adopted this 5th day of December 2017, by the following vote:

Ayes:	Directors Doornenbal, DeBoer, Orvis
Noes:	Directors Santos, Altieri
Absent:	None

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 4
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
State Board of Equalization	2017-2018 Water Rights Fee	\$122,734.91
Condor Earth Technologies, Inc.	WR #011, #012, #014	89,601.15
Kaiser Foundation Health Plan, Inc.	January 2018 Health Insurance	58,386.57
CalPERS	Retirement Contributions – December	51,818.09
Hilmar Lumber, Inc.	21" Pipe, Bell Reducers, Couplers	39,016.23
USDA Rural Development	Payment No. 10 – ID52 Annual Loan	36,562.50
Allied Concrete and Supply Co., Inc.	Concrete	29,933.69
Damrell, Nelson, Schrimp, Pallios	Attorney Fees	28,796.09
Rinker Materials	60" RCP	27,862.58
Sutter Health Plus	January 2018 Health Insurance	24,744.40

FISCAL IMPACT: \$778,024.87

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

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

VOTE:

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

Action(s) to be taken:

Accounts Payable
Check Register - January 9, 2018



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
ACH	12/14/2017	Oak Valley Community Bank	\$14,660.90	January 1, 18 Payment - ID 52 Installment Loan Payment
ACH	12/14/2017	USDA Rural Development	\$36,562.50	Payment No. 10 - ID 52 Annual Loan Payment
ACH	12/21/2017	CalPERS	\$51,818.09	Retirement Contribution - December
22528	12/5/2017	Goad, Bobby	\$29.00	Refund - APN: 064-032-001
22529	12/5/2017	Airgas USA, LLC	\$1,230.48	Shims, Blades, Sleeves, Jackets, Migwire, Argon
22530	12/5/2017	AT&T	\$68.23	Phone Charges 11/25/17 - 12/24/17
22531	12/5/2017	Bissell-Vargas, Kristy	\$45.00	Productivity Enhancement Cert. Payout
22532	12/5/2017	Blossom Hill, LLC	\$6,000.00	Refund - APN: 002-063-048/049/050/053/054
22533	12/5/2017	Borba, A.J.	\$116.58	Productivity Enhancement Cert. Payout
22534	12/5/2017	California State Disbursement Unit	\$207.69	Levy
22535	12/5/2017	California State Disbursement Unit	\$320.30	Levy
22536	12/5/2017	City of Oakdale - Utilities	\$404.13	Water/Sewer 10/16/17 - 11/15/17
22537	12/5/2017	Coelho, Frank	\$75.00	Productivity Enhancement Cert. Payout
22538	12/5/2017	Farris, Chris	\$120.00	Productivity Enhancement Cert. Payout
22539	12/5/2017	Franchise Tax Board	\$410.00	Levy
22540	12/5/2017	Franchise Tax Board	\$285.06	Levy
22541	12/5/2017	GB McLeod Ranch LLC	\$5,161.37	Refund - APN: 002-022-015
22542	12/5/2017	Gilton Solid Waste Management, Inc.	\$289.59	Refuse Charges - October
22543	12/5/2017	Golden Valley Awards	\$533.94	Plaque
22544	12/5/2017	Green, Gary	\$465.00	Productivity Enhancement Cert. Payout
22545	12/5/2017	Hillview WV	\$14,561.01	Refund - APN: 011-005-064/065/066/073
22546	12/5/2017	Jones, Jason	\$427.68	Productivity Enhancement Cert. Payout
22547	12/5/2017	Lillie, Carla	\$150.00	Productivity Enhancement Cert. Payout
22548	12/5/2017	McMaster-Carr	\$156.11	Pressure Gauge, Spray Bottles
22549	12/5/2017	NorCal Kenworth	\$423.37	Filters, Wipers, Mirror, Bracket, Backup Alarm
22550	12/5/2017	Nunez, Robert	\$480.00	Productivity Enhancement Cert. Payout
22551	12/5/2017	Oberkamper, Marc	\$948.58	Productivity Enhancement Cert. Payout
22552	12/5/2017	State Board of Equalization	\$122,734.91	2017-2018 Water Rights Fee
22553	12/5/2017	Tom's Smog and Auto Repair	\$222.25	Annual Smog Certification Tests
22554	12/5/2017	TP Express	\$75.00	Portable Toilet Rental - December
22555	12/5/2017	Larson, Richard G. & Pamela J.	\$100.00	Refund - APN: 010-032-034
22556	12/5/2017	Walsh, John	\$60.00	Productivity Enhancement Cert. Payout
22557	12/11/2017	Comcast Business	\$319.89	Office Phone Charges - November
22558	12/11/2017	Jim Dobbas Inc.	\$4,000.00	Used Flatcar Without Deck - Deposit
22559	12/11/2017	Oakdale Chamber of Commerce	\$200.00	Annual Awards Dinner
22560	12/19/2017	Craig Steve & Pamela	\$360.00	Claim - August 28, 2017
22561	12/19/2017	Ace Hardware	\$171.91	Bushings, Wire Brush, Tool Set, Brush, Plug, Oil Mix
22562	12/19/2017	ACWA-JPIA	\$8,756.86	Dental/Vision Insurance - January
22563	12/19/2017	Allied Concrete Pumping, LLC	\$14,294.51	Concrete Pumping Services
22564	12/19/2017	Allied Concrete and Supply Co., Inc.	\$27,269.18	Concrete
22565	12/19/2017	Applied Technology Group, Inc.	\$215.00	WR #002
22566	12/19/2017	Battery Systems	\$673.38	Batteries - #42, #53, #135, #160
22567	12/19/2017	Backflow Apparatus & Valve Co.	\$291.31	Test Valves, Test Adapters, Rubber Repair Kit
22568	12/19/2017	Bobcat Central, Inc.	\$610.82	Bushings, Bolt, Spring, Gasket, Solenoid Assembly

Accounts Payable
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Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
22569	12/19/2017	Boutin Jones, Inc.	\$4,417.50	Attorney Fees
22570	12/19/2017	California State Disbursement Unit	\$207.69	Levy
22571	12/19/2017	California State Disbursement Unit	\$320.30	Levy
22572	12/19/2017	Casey Moving Systems Records Management	\$96.00	Shredding - November
22573	12/19/2017	C & C Portables, Inc.	\$1,192.05	Portable Toilet Rental - December
22574	12/19/2017	Central Valley Ag Grinding, Inc.	\$369.00	Waste Disposal - October
22575	12/19/2017	Coffee Break Service, Inc.	\$163.36	Coffee Service
22576	12/19/2017	Comcast Business	\$319.89	Office Phone Charges - December
22577	12/19/2017	Condor Earth Technologies, Inc.	\$89,601.15	WR #011, #012, #014
22578	12/19/2017	Conlin Supply Co., Inc.	\$1,354.15	Wire Panels
22579	12/19/2017	CoreLogic Solutions, LLC	\$255.50	Real Quest - November
22580	12/19/2017	Cutting Edge Supply	\$2,088.56	Standard Parabolic Tooth, Parabolic Flex Pin, Roll Pin
22581	12/19/2017	Damrell, Nelson, Schrimp, Pallios, Pacher & Silva	\$28,796.09	Attorney Fees
22582	12/19/2017	Davids Engineering, Inc.	\$9,047.25	WR #006, #008
22583	12/19/2017	Denair Lumber Company, Inc.	\$1,820.27	Lumber
22584	12/19/2017	Dennis Wing Trucking	\$7,921.00	Haul Dirt
22585	12/19/2017	Devnalysis	\$60.00	Hosting - oidwaterresourcesplan.org, savethestan.org
22586	12/19/2017	Don Pedro Pump, Inc.	\$300.00	ID46 - Service Call
22587	12/19/2017	Far West Laboratories, Inc.	\$35.00	Lead and Copper Samples
22588	12/19/2017	Fastenal Company	\$983.91	Head Lamps, Impact Socket, Pliers, Wedge Anchor
22589	12/19/2017	Franchise Tax Board	\$410.00	Levy
22590	12/19/2017	Franchise Tax Board	\$285.06	Levy
22591	12/19/2017	Freeman Designs	\$88.87	Business Cards - DeBoer, Orvis
22592	12/19/2017	Fresno Valves & Castings, Inc.	\$5,750.91	12", 18", and 24" 101C Gate
22593	12/19/2017	George Reed, Inc.	\$719.74	AB CL II
22594	12/19/2017	GGD Oakdale LLC	\$2,414.07	DSO Office Lease - January
22595	12/19/2017	Grainger	\$1,183.76	Clamps, Diaphragm Pump, Steel Strapping
22596	12/19/2017	Green Rubber-Kennedy Ag	\$1,492.33	Hoses
22597	12/19/2017	Grenzebach, David	\$272.94	Steel-Toe Boots, Health and Wellness Reimbursement
22598	12/19/2017	Grover Landscape Services, Inc.	\$495.00	Monthly Landscape - November
22599	12/19/2017	Haidlen Ford	\$7,562.35	Wiper Blades, Fuel Filter Tubes, Radiator, Transmission
22600	12/19/2017	Hilmar Lumber, Inc.	\$26,333.75	21" Pipe, Gaskets, Couplers, Bell Reducers
22601	12/19/2017	Hixco	\$3,047.55	Hex Cap Screws, Hex Nuts, Master Locks, Flat Washers
22602	12/19/2017	Interstate Truck Center	\$1,276.24	Turbo H2C, Flange Nut
22603	12/19/2017	International Mailing Equipment, Inc.	\$1,540.56	Maintenance Agreement Renewal
22604	12/19/2017	Jorgensen Company	\$2,746.66	Sensors, Gas Detector
22605	12/19/2017	Kaiser Foundation Health Plan, Inc.	\$58,386.57	January 2018 Health Insurance
22606	12/19/2017	Knell, Steve	\$120.00	ACWA Conference - Per Diem
22607	12/19/2017	Leard L3 Ranch LLC	\$4.75	Refund - Overpayment
22608	12/19/2017	Les Schwab, Inc	\$270.94	Tire Balancer
22609	12/19/2017	Lowe's	\$844.50	Concrete, Pallets
22610	12/19/2017	McMaster-Carr	\$849.88	Samson Casters, 1/2" Hoses, Casters, O-Rings
22611	12/19/2017	Mission Uniform Service	\$3,798.72	Uniform Service
22612	12/19/2017	Modesto Irrigation District	\$113.23	Electricity

Accounts Payable
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Oakdale Irrigation District
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Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
22613	12/19/2017	Modesto Steel	\$573.78	Sheet-Hot Roll
22614	12/19/2017	Moore Quality Galvanizing L.P.	\$2,712.97	Angle Frames, Round Plate Covers, Rails, Beams
22615	12/19/2017	Morrill Industries, Inc.	\$14,376.60	Couplers, Flange Adapters, Gaskets
22616	12/19/2017	Motor Parts Distributors, Inc.	\$882.37	Coolant Hose, Tie Rod Ends, Diesel Fluid, Spark Plugs
22617	12/19/2017	NorCal Kenworth	\$151.85	Back-Up Alarms, Filters
22618	12/19/2017	Oakdale Automotive Repair & Tire	\$3,396.60	Tires, Dismount/Mount
22619	12/19/2017	Oakdale Leader	\$29.17	Community Service Awareness
22620	12/19/2017	Oakdale Joint Unified School District	\$60.00	Replacement Check - 2017 Science Fair Plaques
22621	12/19/2017	Oak Valley Hospital	\$562.00	Medical Cards, Pre-Employment Exams
22622	12/19/2017	Office Depot	\$1,310.17	Office Supplies
22623	12/19/2017	OID Secretary's Petty Cash	\$87.47	Petty Cash Reimbursement
22624	12/19/2017	O'Laughlin & Paris LLP	\$11,460.71	Attorney Fees
22625	12/19/2017	Old Republic Title Company	\$24.50	Refund - APN: 062-022-004
22626	12/19/2017	Operating Engineers Union Local No. 3	\$2,988.00	Union Dues - PPE 12/9/17
22627	12/19/2017	P G & E	\$11,732.60	Electricity, Line Extension Deficiency - S. Main Deep Well
22628	12/19/2017	Pakmail	\$54.34	Shipping Charges
22629	12/19/2017	Phillips, John	\$75.00	Steel-Toe Boots Reimbursement
22630	12/19/2017	P & L Concrete Products, Inc.	\$134.51	Concrete
22631	12/19/2017	Ray Morgan Company	\$748.00	Copier Usage - 9/24/17 - 11/23/17
22632	12/19/2017	Redwood Health Services	\$305.75	125 Cafeteria Plan & Cobra - January 2018
22633	12/19/2017	Resource Building Materials	\$152.42	3/4" Crushed Rock, Redi Mix
22634	12/19/2017	Rinker Materials	\$27,862.58	60" RCP
22635	12/19/2017	Samba Holdings, Inc.	\$730.08	Fleet Watch - July - November
22636	12/19/2017	Savemart Supermarkets	\$47.71	Employee Training
22637	12/19/2017	Scully, Lee	\$405.00	Productivity Enhancement Cert. Payout
22638	12/19/2017	Spray & Son Janitorial, Inc.	\$2,450.00	Monthly Janitorial Service - November
22639	12/19/2017	Streamline	\$400.00	Monthly Website Fee - November
22640	12/19/2017	Sutter Employee Assistance Program	\$425.00	EAP - 4th Quarter 2017
22641	12/19/2017	Sutter Health Plus	\$24,744.40	January 2018 Health Insurance
22642	12/19/2017	Trust for Conservation Innovation	\$100.00	Donation - Maven's Notebook
22643	12/19/2017	Bissett Trust, Stephen & Karen J.	\$58.13	Refund - APN: 010-032-029
22644	12/19/2017	Emery, John	\$18.35	Refund - APN: 010-052-008
22645	12/19/2017	United Rentals Northwest, Inc.	\$1,872.19	Truck Stake Rental, Air Filters, Carburetor Repair Kits
22646	12/19/2017	UNKE, Inc.	\$300.00	Dirty Dump - Wood and Debris
22647	12/19/2017	USA Borescopes	\$4,845.00	Pipe Inspection Camera System
22648	12/19/2017	Verizon Wireless	\$2,602.48	Cimis Station and Cell Phone Charges - November
22649	12/19/2017	Visa	\$483.45	Monitors, Cables, Memory Sticks, Ethernet, Phone Cases
22650	12/19/2017	Visa	\$1,162.72	ACWA Conference, Post Meetings Lunches and Parking
22651	12/19/2017	Visa	\$630.00	ITRC Cal Poly - Flow Measurement Canal Operation Class
22652	12/19/2017	W. H. Breshears, Inc.	\$7,411.83	Fuel
22653	12/19/2017	White Cap Construction Supply	\$5,597.34	Stop Rolls, Sandbags, Visqueen, Form Aligner Clamps
22654	12/19/2017	Wienhoff Drug Testing, Inc.	\$820.00	Pre-Employment and Random Drug Testing - November
22655	12/19/2017	Wille Electric Supply Co., Inc.	\$493.20	Ground Rod, Ground Clamp, LED Bulbs
22657	12/19/2017	CH2M	\$11,988.47	WR #016

Accounts Payable
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Oakdale Irrigation District
 1205 East F Street
 Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
22658	12/19/2017	Fishbio Inc.	\$4,284.78	Honolulu Bar III 10/1/17 - 10/31/17
22659	12/19/2017	Hilmar Lumber, Inc.	\$12,682.48	36" PVC Pipe
22660	12/21/2017	Allied Concrete Pumping, LLC	\$2,652.65	Concrete Pumping Services
22661	12/21/2017	Borba, A.J.	\$100.00	Certification Renewal - Irrigation Designer
22662	12/21/2017	Gilton Solid Waste Management, Inc.	\$362.28	Refuse Charges - November
22663	12/21/2017	Moore Quality Galvanizing L.P.	\$1,441.24	Beams, Pipe Rails
22664	12/21/2017	Skokan, David	\$86.50	Hazmat Renewal Fingerprinting
22665	12/21/2017	State Water Resources Control Board	\$2,062.00	Annual Permit Fee 7/1/17 - 6/30/18
22666	1/2/2018	California State Disbursement Unit	\$207.69	Levy
22667	1/2/2018	California State Disbursement Unit	\$320.30	Levy
22668	1/2/2018	Franchise Tax Board	\$410.00	Levy
22669	1/2/2018	Franchise Tax Board	\$110.51	Levy
22670	1/9/2018	Allied Concrete and Supply Co., Inc.	\$2,664.51	Concrete
22671	1/9/2018	AT&T Mobility	\$52.52	GPS Device
22672	1/9/2018	CH2M	\$11,431.50	WR# 016
22673	1/9/2018	City of Oakdale - Utilities	\$303.09	Water/Sewer 11/16/17 - 12/15/17
22674	1/9/2018	Fresno Valves & Castings, Inc.	\$5,203.97	20" Line Gate
22676	1/9/2018	South San Joaquin Irrigation District	\$720.43	Routine Joint Supply Maintenance - November
			<u>\$778,024.87</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
January 9, 2018

Void Check No. 22263, 22543, 20785, 22656, 22675

THE FOREGOING CLAIMS, NUMBERED 22528 Through 22676 INCLUSIVE
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT
AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 5
APN: N/A

SUBJECT: APPROVE OID IMPROVEMENT DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve

BACKGROUND AND DISCUSSION:

Check number 1242 for the reimbursement of Improvement District's November 2017 O & M expenses and 2017 Administrative Fees in the amount of \$46,979.37 is being submitted for Board approval.

FISCAL IMPACT: \$46,979.37

ATTACHMENTS:

- Statement of Obligations
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICT ACCOUNT**

1242

DATE: 9-Jan-18		TO: Oakdale Irrigation District			
MAINTENANCE PAYABLE					
I.D. #	NOVEMBER O & M Expense and 2017 Admin Fee	I.D. #	NOVEMBER O & M Expense and 2017 Admin Fee		
1	\$300.89	31	\$328.88		Note: Included Misc. Recon. Items
2	300.89	36	300.89		
8	300.89	38	300.89		
13	300.89	41	6,595.47		
19	1,762.93	45	7,370.97		
20	300.89	46	9,921.12	I.D. #	Construction In Progress
21	300.89	48	299.65		
22	6,538.27	51	9,702.86		
26	300.89	52			
29	1,751.21				
SUB-TOTAL	\$12,158.64	SUB-TOTAL	\$34,820.73	SUB-TOTAL	\$0.00
VOUCHER CHARGES					
Maintenance & Operations					\$46,979.37
Capital Projects					\$0.00
TOTAL AMOUNT					\$46,979.37

**OAKDALE IRRIGATION DISTRICT
IMPROVEMENT DISTRICTS
STATEMENT OF OBLIGATIONS
FOR JANUARY 1, 2018 - JANUARY 31, 2018**

CHECK

NO.	PAYABLE TO:	AMOUNT	DATE
1242	OAKDALE IRRIGATION DISTRICT	46,979.37	01/09/2018

THE FOREGOING CLAIM NUMBERED 1242 WAS APPLIED TO
GENERAL FUNDS OF THE OAKDALE IRRIGATION'S IMPROVEMENT
DISTRICTS AND ARE AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 6
APN: N/A

SUBJECT: APPROVE THE MONTHLY TREASURER AND CHIEF FINANCIAL OFFICER'S REPORTS FOR THE MONTH ENDING NOVEMBER 30, 2017

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

Actual revenues are at 100.1% of the budget; while actual expenditures (including capital projects and purchases) are at 58.0% of the budget. Additional information is provided within the attached reports.

FISCAL IMPACT: None

ATTACHMENTS:

- Monthly Financial Reports (*unaudited*)
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT



MONTHLY FINANCIAL STATEMENTS

November 30, 2017

FOR INTERNAL REPORTING PURPOSES ONLY

OAKDALE IRRIGATION DISTRICT
November 30, 2017



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OAKDALE IRRIGATION DISTRICT

STATEMENT OF NET POSITION



	At November 30	
	2017	2016
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 2,104,656	\$ 6,066,942
Investments	64,386,742	53,143,269
Receivables		
Annexation fees	855,433	769,130
Agricultural water fees	1,742,318	2,067,117
Due from other governmental agencies	1,351	518
Miscellaneous	171,648	173,619
Domestic water fees	10,028	8,772
Inventory of materials and supplies	711,006	770,968
Prepaid expenses	318,365	331,649
Due from Improvement Districts	13,710	47,398
Total current assets	70,315,257	63,379,382
Noncurrent assets:		
Accounts receivable - delinquencies	7,753	3,010
Due from other governmental agencies-Prop 1A	101,475	101,475
Restricted cash and cash equivalents	-	2,152,656
Restricted Improvement Districts' cash and cash equivalents	1,259,747	1,151,972
Annexation fees receivable	15,463,298	14,734,124
Investments in Tri-Dam Project	43,227,700	38,074,439
Capital assets:		
Not being depreciated	3,150,292	2,807,252
Being depreciated, net	81,309,376	76,606,186
Total noncurrent assets	144,519,641	135,631,114
Total assets	214,834,898	199,010,496
Deferred outflows of resources		
Pensions	950,403	573,848
Bonds	3,603,277	-
Total deferred outflows of resources	4,553,680	573,848
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	219,388,578	199,584,344
LIABILITIES		
Current liabilities:		
Payable from nonrestricted assets		
Accounts payable	771,500	1,100,604
Accrued salaries, wages and related benefits	880,034	855,628
Unearned revenue	13,027	1,908,345
Deposits payable	149,135	875,295
Due to Improvement Districts	22,843	36,539
Claims payable	10	3,750
Improvement Districts' deposits payable from restricted assets	1,259,747	1,156,927
Total current liabilities	3,096,296	5,937,088
Noncurrent liabilities:		
Long-term liabilities, due in more than one-year, net	28,874,189	27,678,687
Pensions	3,368,866	2,297,665
Total noncurrent liabilities	32,243,055	29,976,352
TOTAL LIABILITIES	35,339,351	35,913,440
DEFERRED INFLOWS OF RESOURCES		
Pensions	572,465	948,385
Total deferred inflows of resources	572,465	948,385
Net Position		
Net investment in capital assets	54,327,487	51,589,942
Restricted for debt service	-	2,149,258
Unrestricted	129,149,275	108,983,319
TOTAL NET POSITION	\$ 183,476,762	\$ 162,722,519

OAKDALE IRRIGATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
For the Month Ended November 30, 2017



	<u>Current Month</u>	<u>YTD Actual</u>	<u>2017 Budget</u>	<u>Budget Remaining</u>	<u>% of 2017 Budget Remaining</u>
Operating revenues:					
Agricultural water deliver charges (base rate)	\$1,927,022	\$2,851,440	\$1,928,100	(\$923,340)	0%
Water sales	597,608	1,312,458	6,397,100	5,084,642	79%
Annexation Fees	0	2,833,792	1,922,000	(911,792)	0%
Domestic water delivery fee	13,521	200,765	206,300	5,535	3%
Improvement District Fees	875	14,645	62,000	47,355	76%
Other water related revenues	2,999	239,596	80,100	(159,496)	0%
Total operating revenues	<u>2,542,025</u>	<u>7,452,696</u>	<u>10,595,600</u>	<u>3,142,904</u>	<u>30%</u>
Operating expenses:					
Operation and maintenance	279,147	4,235,334	5,998,300	1,762,966	29%
Water operations	180,340	2,824,446	3,021,600	197,154	7%
General and administrative	101,928	1,937,997	4,706,700	2,768,703	59%
Depreciation / amortization	202,046	2,249,446	2,446,500	197,054	8%
Total operating expenses	<u>763,461</u>	<u>11,247,223</u>	<u>16,173,100</u>	<u>4,925,877</u>	<u>30%</u>
Operating Income (loss)	<u>1,778,564</u>	<u>(3,794,527)</u>	<u>(5,577,500)</u>	<u>(1,782,973)</u>	<u>32%</u>
Nonoperating revenues (expenses):					
County property tax appropriations	2,723	1,686,487	2,275,000	588,513	26%
Interest earned	245,366	963,845	697,600	(266,245)	0%
Gain (loss) sale of assets	0	(9,798)	0	0	0%
Debt service interest	0	(648,329)	(1,093,000)	(444,671)	41%
Tri-Dam Project distributions	0	16,386,500	10,000,000	(6,386,500)	0%
Tri-Dam Power Authority distributions	0	692,000	3,350,000	2,658,000	79%
Total non-operating revenues (expenses)	<u>248,089</u>	<u>19,070,705</u>	<u>15,229,600</u>	<u>(3,850,903)</u>	<u>0%</u>
Change in net position	<u>\$2,026,653</u>	<u>\$15,276,178</u>	<u>\$9,652,100</u>	<u>(\$5,633,876)</u>	<u>0%</u>
Capital expenditures & debt obligations	\$615,868	\$7,103,020	\$15,476,800	\$8,373,780	54%

OAKDALE IRRIGATION DISTRICT
REVENUES - DETAIL
For the Month Ended November 30, 2017



	<u>Current Month</u>	<u>YTD Actual</u>	<u>2017 Budget</u>	<u>Budget Remaining</u>	<u>% of 2017 Budget Remaining</u>
OPERATING REVENUES					
Agricultural water service fees					
Tier 1	\$1,704,128	\$2,521,914	\$1,706,700	(\$815,214)	0%
Tier 2	222,894	329,526	221,400	(108,126)	0%
Water Sales					
Tier 1	289,163	575,295	696,600	121,305	17%
Tier 2	250,262	589,394	650,500	61,106	9%
Local out-of-district	58,183	147,769	50,000	(97,769)	0%
Out-of-district	0	0	5,000,000	5,000,000	100%
Annexation fees	0	2,833,792	1,922,000	(911,792)	0%
Domestic water sales	13,521	200,765	206,300	5,535	3%
Improvement District fees	875	14,645	62,000	47,355	76%
Miscellaneous revenues					
Penalties	0	21,884	21,300	(584)	0%
Transfer fees	175	5,285	3,700	(1,585)	0%
Clavey house rental	500	5,500	6,000	500	8%
Miscellaneous revenue	2,324	206,927	49,100	(157,827)	0%
Total Operating Revenue	<u>2,542,025</u>	<u>7,452,696</u>	<u>10,595,600</u>	<u>3,142,904</u>	<u>30%</u>
NONOPERATING REVENUES					
County property tax appropriations	2,723	1,686,487	2,275,000	588,513	26%
Investment earnings					
Investment earnings	85,482	490,328	240,000	(250,328)	0%
General interest (notes)	159,884	473,517	457,600	(15,917)	0%
Gain (loss) sale of assets	0	(9,798)	0	9,798	0%
Tri-Dam Project distributions	0	16,386,500	10,000,000	(6,386,500)	0%
Tri-Dam Power Authority distributions	0	692,000	3,350,000	2,658,000	79%
Total Nonoperating Revenues	<u>248,089</u>	<u>19,719,034</u>	<u>16,322,600</u>	<u>(3,396,434)</u>	<u>0%</u>
TOTAL REVENUES	<u>\$2,790,114</u>	<u>\$27,171,730</u>	<u>\$26,918,200</u>	<u>(\$253,530)</u>	<u>0%</u>

OAKDALE IRRIGATION DISTRICT
OPERATING EXPENSES SUMMARY
For the Month Ended November 30, 2017



	<u>Current Month</u>	<u>YTD Actual</u>	<u>2017 Budget</u>	<u>Budget Remaining</u>	<u>% of 2017 Budget Remaining</u>
OPERATING EXPENSES					
MAINTENANCE					
SSJID Main Supply Diversion Works	\$5,181	\$34,512	\$ 38,000	\$ 3,488	9%
North Main Canal Maintenance	49,700	400,470	406,600	6,130	2%
South Main Canal Maintenance	5,823	180,699	371,800	191,101	51%
Irrigation Water Lateral Maintenance-North Side	100,969	1,325,661	2,028,500	702,839	35%
Irrigation Water Lateral Maintenance - South Side	23,744	825,382	1,472,400	647,018	44%
Pumping Plant Operations and Maintenance	16,228	374,623	670,800	296,177	44%
Drainage System Maintenance	12,833	220,990	266,900	45,910	17%
Building and Grounds Maintenance	25,345	342,499	230,800	(111,699)	0%
Vehicle and Equipment Maintenance	39,324	530,498	512,500	(17,998)	0%
TOTAL MAINTENANCE	279,147	4,235,334	5,998,300	1,762,966	29%
WATER OPERATIONS					
Domestic Water System Maintenance	12,926	193,300	238,600	45,300	19%
Irrigation Water Operations - North Division	81,606	1,331,038	1,363,300	32,262	2%
Irrigation Water Operations - South Division	81,481	1,229,406	1,343,300	113,894	8%
Drainage Water Operations	3,530	38,408	18,600	(19,808)	0%
Water Measurement Management	797	32,294	57,800	25,506	44%
TOTAL WATER OPERATIONS	180,340	2,824,446	3,021,600	197,154	7%
GENERAL, ADMINISTRATION, AND DEPRECIATION					
General and Administration	101,928	1,937,997	4,706,700	2,768,703	59%
Depreciation and Amortization	202,046	2,249,446	2,446,500	197,054	8%
TOTAL GENERAL, ADMINISTRATION, AND DEPR.	303,974	4,187,443	7,153,200	2,965,757	41%
TOTAL OPERATING EXPENSES	763,461	11,247,223	16,173,100	4,925,877	30%
NONOPERATING EXPENSES					
Interest expense	0	648,329	1,093,000	444,671	41%
TOTAL NONOPERATING EXPENSES	0	648,329	1,093,000	444,671	41%
TOTAL OPERATING AND NONOPERATING EXPENSES	\$763,461	\$ 11,895,552	\$ 17,266,100	\$ 5,370,548	31%

OAKDALE IRRIGATION DISTRICT
CAPITAL AND DEBT EXPENDITURES
For the Month Ended November 30, 2017



GL ACCOUNT NO.	GL DESCRIPTION	PROJECT DESCRIPTION	2017 YTD ACTUAL	2017 BUDGET
Various	Capital Work	Capital construction projects as per WRP (baseline CIP)	\$1,210,792	\$2,000,000
		Capital construction projects as per WRP (modernization)	798,231	3,000,000
		Two-Mile Bar Tunnel	3,379,488	8,480,000
00-000-15120-00	Lands & Right-of-Ways	Albers Road Property (approved by BOD)	298,579	0
00-000-15150-00	Ag Pumping Plants	Major repairs		50,000
00-000-15181-00	Backhoes & Heavy Eq.	36" digging bucket (unbudgeted, approved by BOD)	4,633	0
00-000-15183-00	Miscellaneous	Electric Vibrator, 10 ft. shaft		1,500
	Construction Equipment	Trash pump - 3"	1,349	2,000
		Generator - 5.6 KW	1,972	2,700
		Air compressor - 175 PSI with electric start	1,837	3,000
		Trash pump - 2" (2)	2,210	3,400
		Tool storage chest set	3,451	3,500
		Vibratory Rammer	2,861	3,900
		Pipeline inspection camera		4,500
		Air conditioning refrigerant recover, recycle, evacuate & rchg unit	4,850	6,500
		Venturo electric / hydraulic truck crane (ET-21KX - 3500 lb. rating)		15,000
		Compact excavator w/attachments (2)	128,770	170,000
		Loader		360,000
00-000-15184-00	Autos/Pickups/Trucks/ Trailers	1/2-ton pickup for DSOs (2)	49,150	60,000
		1/2-ton 4 wheel drive pickup for DSO	27,350	32,000
		3/4-ton 4x4 gas pickup with tow package (gasoline) (2)	62,300	76,000
		Crew truck with auto crane and custom bed	109,625	95,000
		Crew truck with auto crane and custom bed (2016 budget)	99,214	0
00-000-15186-00	Shop/Wshe/Yard Eq.	Commerical ice maker (non-budgeted/replacement)	3,197	0
00-000-15187-00	Office and Engineering Equipment	Workstation computers	5,108	10,000
		Postage machine	4,941	12,800
		Network redundancy and reliability upgrade (virtualization)		200,000
00-000-15188-00	Communications Equipment	Telephone server (non-budgeted/replacement)	18,112	0
TOTAL CAPITAL PROJECTS AND PURCHASES EXPENDITURES			<u>6,218,020</u>	<u>14,591,800</u>
00-000-22320-00	Current portion - COP Debt	Principal payment of Series 2016 COP	885,000	885,000
TOTAL CAPITAL AND DEBT EXPENDITURES			<u>\$7,103,020</u>	<u>\$15,476,800</u>

OAKDALE IRRIGATION DISTRICT
OPERATING EXPENSES - DETAIL
For the Month Ended November 30, 2017



ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
SSJID MAIN SUPPLY DIVERSION WORKS					
	295 - 52000 - 60	Other	<u>\$34,512</u>	<u>\$38,000</u>	<u>\$3,488</u>
NORTH MAIN CANAL MAINTENANCE					
Administration	100 - 52400 - 10	Labor	15,782	16,400	618
	100 - 52400 - 20	Overhead	<u>9,787</u>	<u>10,200</u>	<u>413</u>
		Total	<u>25,569</u>	<u>26,600</u>	<u>1,031</u>
Bridge/Crossing Maintenance	125 - 52400 - 10	Labor	3,523	1,500	(2,023)
	125 - 52400 - 20	Overhead	2,184	1,000	(1,184)
	125 - 52400 - 30	Materials	1,907	300	(1,607)
	125 - 52400 - 40	Transportation	1,518	500	(1,018)
	125 - 52400 - 60	Other	0	200	200
		Total	<u>9,132</u>	<u>3,500</u>	<u>(5,632)</u>
Concrete Canal Maintenance	140 - 52400 - 10	Labor	4,805	1,100	(3,705)
	140 - 52400 - 20	Overhead	2,979	700	(2,279)
	140 - 52400 - 30	Materials	4,094	200	(3,894)
	140 - 52400 - 40	Transportation	3,479	400	(3,079)
	140 - 52400 - 60	Other	861	300	(561)
		Total	<u>16,218</u>	<u>2,700</u>	<u>(13,518)</u>
Dams and Reservoir Maintenance	150 - 52400 - 10	Labor	0	400	400
	150 - 52400 - 20	Overhead	0	300	300
	150 - 52400 - 30	Materials	456	200	(256)
	150 - 52400 - 60	Other	<u>5,717</u>	<u>5,800</u>	<u>83</u>
		Total	<u>6,173</u>	<u>6,700</u>	<u>527</u>
Earth Canal Maintenance	165 - 52400 - 10	Labor	25,791	28,800	3,009
	165 - 52400 - 20	Overhead	15,990	17,900	1,910
	165 - 52400 - 30	Materials	19,284	6,000	(13,284)
	165 - 52400 - 40	Transportation	32,459	10,000	(22,459)
	165 - 52400 - 60	Other	<u>98,893</u>	<u>124,000</u>	<u>25,107</u>
		Total	<u>192,417</u>	<u>186,700</u>	<u>(5,717)</u>
Pest Control	235 - 52400 - 10	Labor	2,658	5,800	3,142
	235 - 52400 - 20	Overhead	1,648	3,600	1,952
	235 - 52400 - 30	Materials	26,383	23,000	(3,383)
	235 - 52400 - 40	Transportation	<u>2,412</u>	<u>3,000</u>	<u>588</u>
		Total	<u>33,101</u>	<u>35,400</u>	<u>2,299</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
NORTH MAIN CANAL MAINTENANCE - <i>continued</i>					
Road Maintenance	260 - 52400 - 10	Labor	7,586	30,600	23,014
	260 - 52400 - 20	Overhead	4,703	19,000	14,297
	260 - 52400 - 30	Materials	9,609	2,300	(7,309)
	260 - 52400 - 40	Transportation	6,094	14,700	8,606
	260 - 52400 - 60	Other	64,325	8,000	(56,325)
		Total	<u>92,317</u>	<u>74,600</u>	<u>(17,717)</u>
SCADA Maintenance	270 - 52400 - 10	Labor	9,047	18,400	9,353
	270 - 52400 - 20	Overhead	5,609	11,500	5,891
	270 - 52400 - 30	Materials	1,319	2,600	1,281
	270 - 52400 - 40	Transportation	1,176	1,900	724
	270 - 52400 - 50	Utilities	1,511	500	(1,011)
	270 - 52400 - 60	Other	2,390	1,100	(1,290)
		Total	<u>21,052</u>	<u>36,000</u>	<u>14,948</u>
Structures and Turnout Maintenance	305 - 52400 - 10	Labor	478	14,400	13,922
	305 - 52400 - 20	Overhead	297	9,000	8,703
	305 - 52400 - 30	Materials	3,583	6,800	3,217
	305 - 52400 - 40	Transportation	102	1,200	1,098
	305 - 52400 - 60	Other	31	3,000	2,969
		Total	<u>4,491</u>	<u>34,400</u>	<u>29,909</u>
TOTAL NORTH MAIN CANAL MAINTENANCE			<u>400,470</u>	<u>406,600</u>	<u>6,130</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
SOUTH MAIN CANAL MAINTENANCE					
Administration	100 - 52600 - 10	Labor	6,262	9,900	3,638
	100 - 52600 - 20	Overhead	3,885	6,200	2,315
		Total	<u>10,147</u>	<u>16,100</u>	<u>5,953</u>
Bridge/Crossing Maintenance	125 - 52600 - 10	Labor	0	1,800	1,800
	125 - 52600 - 20	Overhead	0	1,200	1,200
	125 - 52600 - 30	Materials	140	800	660
	125 - 52600 - 40	Transportation	0	200	200
	125 - 52600 - 60	Other	0	500	500
		Total	<u>140</u>	<u>4,500</u>	<u>4,360</u>
Concrete Canal Maintenance	140 - 52600 - 10	Labor	2,955	7,200	4,245
	140 - 52600 - 20	Overhead	1,833	4,500	2,667
	140 - 52600 - 30	Materials	503	1,400	897
	140 - 52600 - 40	Transportation	2,938	2,600	(338)
	140 - 52600 - 60	Other	3,011	1,500	(1,511)
		Total	<u>11,240</u>	<u>17,200</u>	<u>5,960</u>
Dams and Reservoir Maintenance	150 - 52600 - 10	Labor	664	5,400	4,736
	150 - 52600 - 20	Overhead	412	3,400	2,988
	150 - 52600 - 30	Materials	3,066	2,600	(466)
	150 - 52600 - 40	Transportation	154	400	246
		Total	<u>4,296</u>	<u>11,800</u>	<u>7,504</u>
Earth Canal Maintenance	165 - 52600 - 10	Labor	2,039	7,100	5,061
	165 - 52600 - 20	Overhead	1,265	4,500	3,235
	165 - 52600 - 30	Materials	4,400	2,500	(1,900)
	165 - 52600 - 40	Transportation	1,556	1,400	(156)
	165 - 52600 - 60	Other	18,587	21,100	2,513
		Total	<u>27,847</u>	<u>36,600</u>	<u>8,753</u>
Pest Control	235 - 52600 - 10	Labor	5,219	24,500	19,281
	235 - 52600 - 20	Overhead	3,237	15,200	11,963
	235 - 52600 - 30	Materials	84,611	103,000	18,389
	235 - 52600 - 40	Transportation	5,123	7,000	1,877
		Total	<u>98,190</u>	<u>149,700</u>	<u>51,510</u>
Road Maintenance	260 - 52600 - 10	Labor	1,904	18,000	16,096
	260 - 52600 - 20	Overhead	1,181	11,200	10,019
	260 - 52600 - 30	Materials	803	3,500	2,697
	260 - 52600 - 40	Transportation	1,291	6,500	5,209
	260 - 52600 - 60	Other	127	8,000	7,873
		Total	<u>5,306</u>	<u>47,200</u>	<u>41,894</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
SOUTH MAIN CANAL MAINTENANCE - <i>continued</i>					
SCADA Maintenance	270 - 52600	10 Labor	9,006	37,200	28,194
	270 - 52600	20 Overhead	5,584	23,100	17,516
	270 - 52600	30 Materials	931	5,300	4,369
	270 - 52600	40 Transportation	1,273	3,800	2,527
	270 - 52600	60 Other	2,598	2,100	(498)
		Total	<u>19,392</u>	<u>71,500</u>	<u>52,108</u>
Structures and Turnout Maintenance	305 - 52600	10 Labor	510	6,900	6,390
	305 - 52600	20 Overhead	316	4,300	3,984
	305 - 52600	30 Materials	3,045	2,800	(245)
	305 - 52600	40 Transportation	197	1,000	803
	305 - 52600	60 Other	73	2,200	2,127
		Total	<u>4,141</u>	<u>17,200</u>	<u>13,059</u>
TOTAL SOUTH MAIN CANAL MAINTENANCE			<u>180,699</u>	<u>371,800</u>	<u>191,101</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAINTENANCE - NORTH SIDE					
Administration	100 - 52700 - 10	Labor	94,228	117,100	22,872
	100 - 52700 - 20	Overhead	58,852	72,700	13,848
	100 - 52700 - 30	Materials	8,467	6,000	(2,467)
	100 - 52700 - 50	Utilities	1,191	1,600	409
		Total	<u>162,738</u>	<u>197,400</u>	<u>34,662</u>
Bridge/Crossing Maintenance	125 - 52700 - 10	Labor	290	2,700	2,410
	125 - 52700 - 20	Overhead	180	1,700	1,520
	125 - 52700 - 30	Materials	186	1,000	814
	125 - 52700 - 40	Transportation	0	500	500
	125 - 52700 - 60	Other	5,981	500	(5,481)
		Total	<u>6,637</u>	<u>6,400</u>	<u>(237)</u>
Concrete Canal Maintenance	140 52700 10	Labor	5,473	11,900	6,427
	140 52700 20	Overhead	3,393	7,400	4,007
	140 52700 30	Materials	5,081	4,200	(881)
	140 52700 40	Transportation	2,787	2,400	(387)
	140 52700 60	Other	113	3,400	3,287
		Total	<u>16,847</u>	<u>29,300</u>	<u>12,453</u>
Earth Canal Maintenance	165 - 52700 - 10	Labor	65,008	127,600	62,592
	165 - 52700 - 20	Overhead	40,306	79,200	38,894
	165 - 52700 - 30	Materials	36,798	32,000	(4,798)
	165 - 52700 - 40	Transportation	78,811	39,000	(39,811)
	165 - 52700 - 60	Other	196,218	164,000	(32,218)
		Total	<u>417,141</u>	<u>441,800</u>	<u>24,659</u>
Pest Control	235 - 52700 - 10	Labor	23,799	35,500	11,701
	235 - 52700 - 20	Overhead	14,754	22,100	7,346
	235 - 52700 - 30	Materials	81,108	129,800	48,692
	235 - 52700 - 40	Transportation	25,615	30,000	4,385
	235 - 52700 - 60	Other	0	200	200
		Total	<u>145,276</u>	<u>217,600</u>	<u>72,324</u>
Pipeline Maintenance	240 - 52700 - 10	Labor	41,249	115,600	74,351
	240 - 52700 - 20	Overhead	25,575	71,700	46,125
	240 - 52700 - 30	Materials	21,291	32,600	11,309
	240 - 52700 - 40	Transportation	18,327	31,700	13,373
	240 - 52700 - 60	Other	6,630	35,700	29,070
		Total	<u>113,072</u>	<u>287,300</u>	<u>174,228</u>
Road Maintenance	260 - 52700 - 10	Labor	71,859	179,700	107,841
	260 - 52700 - 20	Overhead	44,551	111,500	66,949
	260 - 52700 - 30	Materials	22,251	25,000	2,749
	260 - 52700 - 40	Transportation	81,792	75,000	(6,792)
	260 - 52700 - 60	Other	73,142	75,000	1,858
		Total	<u>293,595</u>	<u>466,200</u>	<u>172,605</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAINTENANCE - NORTH SIDE - <i>continued</i>					
SCADA Maintenance	270 - 52700	10 Labor	11,405	59,200	47,795
	270 - 52700	20 Overhead	7,072	36,800	29,728
	270 - 52700	30 Materials	3,706	8,400	4,694
	270 - 52700	40 Transportation	1,994	6,100	4,106
	270 - 52700	50 Utilities	519	1,000	481
	270 - 52700	60 Other	2,014	3,400	1,386
		Total	<u>26,710</u>	<u>114,900</u>	<u>88,190</u>
Structures and Turnout Maintenance	305 - 52700	10 Labor	46,817	109,600	62,783
	305 - 52700	20 Overhead	28,989	68,000	39,011
	305 - 52700	30 Materials	29,649	38,000	8,351
	305 - 52700	40 Transportation	19,669	23,000	3,331
	305 - 52700	60 Other	18,521	29,000	10,479
		Total	<u>143,645</u>	<u>267,600</u>	<u>123,955</u>
TOTAL IRRIGATION WATER LATERAL MAINTENANCE - NORTH SIDE			<u>1,325,661</u>	<u>2,028,500</u>	<u>702,839</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAINTENANCE - SOUTH SIDE					
Administration	100 - 52800 - 10	Labor	57,044	83,100	26,056
	100 - 52800 - 20	Overhead	35,366	51,600	16,234
	100 - 52800 - 30	Materials	8,560	6,100	(2,460)
	100 - 52800 - 50	Utilities	1,191	1,600	409
		Total	<u>102,161</u>	<u>142,400</u>	<u>40,239</u>
Bridge/Crossing Maintenance	125 - 52800 - 10	Labor	4,751	800	(3,951)
	125 - 52800 - 20	Overhead	2,945	500	(2,445)
	125 - 52800 - 30	Materials	2,961	200	(2,761)
	125 - 52800 - 40	Transportation	4,908	200	(4,708)
	125 - 52800 - 60	Other	1,242	1,600	358
	Total	<u>16,807</u>	<u>3,300</u>	<u>(13,507)</u>	
Concrete Canal Maintenance	140 - 52800 - 10	Labor	881	5,400	4,519
	140 - 52800 - 20	Overhead	547	3,400	2,853
	140 - 52800 - 30	Materials	4,771	2,500	(2,271)
	140 - 52800 - 40	Transportation	1,716	500	(1,216)
	140 - 52800 - 60	Other	229	500	271
	Total	<u>8,144</u>	<u>12,300</u>	<u>4,156</u>	
Earth Canal Maintenance	165 - 52800 - 10	Labor	23,719	93,500	69,781
	165 - 52800 - 20	Overhead	14,707	58,000	43,293
	165 - 52800 - 30	Materials	18,815	25,000	6,185
	165 - 52800 - 40	Transportation	25,591	27,000	1,409
	165 - 52800 - 60	Other	127,852	73,000	(54,852)
	Total	<u>210,684</u>	<u>276,500</u>	<u>65,816</u>	
Pest Control	235 - 52800 - 10	Labor	16,843	28,900	12,057
	235 - 52800 - 20	Overhead	10,441	18,000	7,559
	235 - 52800 - 30	Materials	37,547	102,000	64,453
	235 - 52800 - 40	Transportation	21,678	28,000	6,322
	Total	<u>86,509</u>	<u>176,900</u>	<u>90,391</u>	
Pipeline Maintenance	240 - 52800 - 10	Labor	62,651	111,400	48,749
	240 - 52800 - 20	Overhead	38,845	69,100	30,255
	240 - 52800 - 30	Materials	21,470	27,000	5,530
	240 - 52800 - 40	Transportation	26,936	35,000	8,064
	240 - 52800 - 60	Other	10,573	38,000	27,427
	Total	<u>160,475</u>	<u>280,500</u>	<u>120,025</u>	
Road Maintenance	260 - 52800 - 10	Labor	26,670	91,100	64,430
	260 - 52800 - 20	Overhead	16,536	56,500	39,964
	260 - 52800 - 30	Materials	9,230	19,900	10,670
	260 - 52800 - 40	Transportation	25,229	30,800	5,571
	260 - 52800 - 60	Other	13,993	49,300	35,307
	Total	<u>91,658</u>	<u>247,600</u>	<u>155,942</u>	

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL MAINTENANCE - SOUTH SIDE - <i>continued</i>					
SCADA Maintenance	270 - 52800	10 Labor	17,418	60,800	43,382
	270 - 52800	20 Overhead	10,800	37,700	26,900
	270 - 52800	30 Materials	19,209	8,700	(10,509)
	270 - 52800	40 Transportation	2,873	6,200	3,327
	270 - 52800	50 Utilities	744	1,100	356
	270 - 52800	60 Other	1,963	3,500	1,537
		Total	<u>53,007</u>	<u>118,000</u>	<u>64,993</u>
Structures and Turnout Maintenance	305 - 52800	10 Labor	27,055	86,300	59,245
	305 - 52800	20 Overhead	16,813	53,600	36,787
	305 - 52800	30 Materials	28,206	30,000	1,794
	305 - 52800	40 Transportation	10,251	18,000	7,749
	305 - 52800	60 Other	13,612	27,000	13,388
		Total	<u>95,937</u>	<u>214,900</u>	<u>118,963</u>
TOTAL IRRIGATION WATER LATERAL MAINTENANCE - SOUTH SIDE			<u>825,382</u>	<u>1,472,400</u>	<u>647,018</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
PUMPING PLANT OPERATIONS & MAINTENANCE					
Administration	100 - 53200 - 10	Labor	5,687	3,000	(2,687)
	100 - 53200 - 20	Overhead	3,528	1,900	(1,628)
	100 - 53200 - 30	Materials	617	1,000	383
		Total	<u>9,832</u>	<u>5,900</u>	<u>(3,932)</u>
Booster Pumps	120 - 53200 - 10	Labor	276	1,500	1,224
	120 - 53200 - 20	Overhead	171	1,000	829
	120 - 53200 - 30	Materials	822	700	(122)
	120 - 53200 - 40	Transportation	137	700	563
	120 - 53200 - 50	Utilities	9,265	8,200	(1,065)
	120 - 53200 - 60	Other	0	1,400	1,400
		Total	<u>10,671</u>	<u>13,500</u>	<u>2,829</u>
Deep & Shallow Wells	155 - 53200 - 10	Labor	15,686	25,800	10,114
	155 - 53200 - 20	Overhead	9,725	16,000	6,275
	155 - 53200 - 30	Materials	2,550	12,000	9,450
	155 - 53200 - 40	Transportation	8,685	13,000	4,315
	155 - 53200 - 50	Utilities	154,130	355,000	200,870
	155 - 53200 - 60	Other	0	5,000	5,000
		Total	<u>190,776</u>	<u>426,800</u>	<u>236,024</u>
Knights Ferry Pumping Plant	200 - 53200 - 10	Labor	1,585	2,200	615
	200 - 53200 - 20	Overhead	983	1,400	417
	200 - 53200 - 30	Materials	324	500	176
	200 - 53200 - 40	Transportation	668	1,600	932
	200 - 53200 - 50	Utilities	712	1,200	488
	200 - 53200 - 60	Other	50	700	650
		Total	<u>4,322</u>	<u>7,600</u>	<u>3,278</u>
Reclamation & Drainage Pumps	245 - 53200 - 10	Labor	17,190	30,900	13,710
	245 - 53200 - 20	Overhead	10,658	19,200	8,542
	245 - 53200 - 30	Materials	15,577	15,000	(577)
	245 - 53200 - 40	Transportation	8,366	15,000	6,634
	245 - 53200 - 50	Utilities	72,050	90,000	17,950
	245 - 53200 - 60	Other	12,093	10,000	(2,093)
		Total	<u>135,934</u>	<u>180,100</u>	<u>44,166</u>
River Pumps	255 - 53200 - 10	Labor	1,450	4,200	2,750
	255 - 53200 - 20	Overhead	900	2,700	1,800
	255 - 53200 - 30	Materials	456	2,100	1,644
	255 - 53200 - 40	Transportation	555	1,900	1,345
	255 - 53200 - 50	Utilities	19,727	25,400	5,673
	255 - 53200 - 60	Other	0	600	600
		Total	<u>23,088</u>	<u>36,900</u>	<u>13,812</u>
TOTAL PUMPING PLANT OPERATIONS AND MAINTENANCE			<u>374,623</u>	<u>670,800</u>	<u>296,177</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
DRAINAGE SYSTEM MAINTENANCE					
Administration	100 - 53400 - 10	Labor	17,614	17,000	(614)
	100 - 53400 - 20	Overhead	10,922	10,600	(322)
		Total	<u>28,536</u>	<u>27,600</u>	<u>(936)</u>
Bridge/Crossing Maintenance	125 - 53400 - 10	Labor	528	1,500	972
	125 - 53400 - 20	Overhead	327	1,000	673
	125 - 53400 - 30	Materials	550	800	250
	125 - 53400 - 60	Other	91	200	109
		Total	<u>1,496</u>	<u>3,500</u>	<u>2,004</u>
Earth Drain Maintenance	170 - 53400 - 10	Labor	24,814	50,300	25,486
	170 - 53400 - 20	Overhead	15,384	31,200	15,816
	170 - 53400 - 30	Materials	3,576	8,000	4,424
	170 - 53400 - 40	Transportation	26,617	20,000	(6,617)
	170 - 53400 - 60	Other	4,768	22,000	17,232
		Total	<u>75,159</u>	<u>131,500</u>	<u>56,341</u>
Pest Control	235 - 53400 - 10	Labor	9,926	6,300	(3,626)
	235 - 53400 - 20	Overhead	6,156	4,000	(2,156)
	235 - 53400 - 30	Materials	8,505	15,000	6,495
	235 - 53400 - 40	Transportation	13,909	13,000	(909)
		Total	<u>38,496</u>	<u>38,300</u>	<u>(196)</u>
Pipeline Maintenance	240 - 53400 - 10	Labor	9,178	9,000	(178)
	240 - 53400 - 20	Overhead	5,691	5,600	(91)
	240 - 53400 - 30	Materials	10,761	4,000	(6,761)
	240 - 53400 - 40	Transportation	6,020	1,000	(5,020)
	240 - 53400 - 60	Other	16,944	1,500	(15,444)
		Total	<u>48,594</u>	<u>21,100</u>	<u>(27,494)</u>
Retention Ponds	250 - 53400 - 10	Labor	0	1,100	1,100
	250 - 53400 - 20	Overhead	0	700	700
	250 - 53400 - 30	Materials	0	200	200
	250 - 53400 - 40	Transportation	0	400	400
	250 - 53400 - 60	Other	0	400	400
		Total	<u>0</u>	<u>2,800</u>	<u>2,800</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
DRAINAGE SYSTEM MAINTENANCE - <i>continued</i>					
Road Maintenance	260 - 53400	10 Labor	5,185	11,700	6,515
	260 - 53400	20 Overhead	3,214	7,300	4,086
	260 - 53400	30 Materials	1,720	3,300	1,580
	260 - 53400	40 Transportation	6,450	3,200	(3,250)
	260 - 53400	60 Other	31	3,500	3,469
		Total	<u>16,600</u>	<u>29,000</u>	<u>12,400</u>
Structures and Turnout Maintenance	305 - 53400	10 Labor	2,814	5,600	2,786
	305 - 53400	20 Overhead	1,744	3,500	1,756
	305 - 53400	30 Materials	6,192	2,100	(4,092)
	305 - 53400	40 Transportation	636	1,000	364
	305 - 53400	60 Other	723	900	177
		Total	<u>12,109</u>	<u>13,100</u>	<u>991</u>
TOTAL DRAINAGE SYSTEM MAINTENANCE			<u>220,990</u>	<u>266,900</u>	<u>45,910</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
BUILDING & GROUNDS MAINTENANCE					
Administration	100 - 53600 - 10	Labor	11,607	15,000	3,393
	100 - 53600 - 20	Overhead	7,196	9,300	2,104
	100 - 53600 - 30	Materials	3,227	2,300	(927)
	100 - 53600 - 60	Other	0	400	400
		Total	22,030	27,000	4,970
District Rental Properties	135 - 53600 - 60	Other	377	1,000	623
		Total	377	1,000	623
Main Office	205 - 53600 - 10	Labor	1,472	7,000	5,528
	205 - 53600 - 20	Overhead	915	4,400	3,485
	205 - 53600 - 30	Materials	7,298	19,000	11,702
	205 - 53600 - 50	Utilities	21,942	22,000	58
	205 - 53600 - 60	Other	25,134	9,000	(16,134)
		Total	56,761	61,400	4,639
Shop Buildings	275 - 53600 - 10	Labor	378	7,000	6,622
	275 - 53600 - 20	Overhead	235	4,400	4,165
	275 - 53600 - 30	Materials	9,764	7,400	(2,364)
	275 - 53600 - 50	Utilities	22,010	22,000	(10)
	275 - 53600 - 60	Other	125	2,600	2,475
		Total	32,512	43,400	10,888
Yard	345 - 53600 - 10	Labor	122,720	43,200	(79,520)
	345 - 53600 - 20	Overhead	76,073	26,800	(49,273)
	345 - 53600 - 30	Materials	9,819	7,400	(2,419)
	345 - 53600 - 40	Transportation	11,614	5,800	(5,814)
	345 - 53600 - 60	Other	10,593	14,800	4,207
		Total	230,819	98,000	(132,819)
TOTAL BUILDING & GROUNDS MAINTENANCE			342,499	230,800	(111,699)

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
VEHICLE & EQUIPMENT MAINTENANCE					
Administration	100 - 53800	10 Labor	81,595	76,500	(5,095)
	100 - 53800	20 Overhead	50,589	47,500	(3,089)
	100 - 53800	30 Materials	1,183	900	(283)
	100 - 53800	40 Transportation	854	1,300	446
	100 - 53800	50 Utilities	123	300	177
	100 - 53800	60 Other	540	800	260
		Total	<u>134,884</u>	<u>127,300</u>	<u>(7,584)</u>
Shop	280 - 53800	10 Labor	100,779	139,000	38,221
	280 - 53800	20 Overhead	62,484	86,200	23,716
	280 - 53800	30 Materials	204,616	118,000	(86,616)
	280 - 53800	40 Transportation	17,388	25,500	8,112
	280 - 53800	60 Other	10,347	16,500	6,153
		Total	<u>395,614</u>	<u>385,200</u>	<u>(10,414)</u>
TOTAL VEHICLE & EQUIPMENT MAINTENANCE			<u>530,498</u>	<u>512,500</u>	<u>(17,998)</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
DOMESTIC WATER SYSTEM MAINTENANCE					
Administration	100 - 54000	10 Labor	13,646	9,000	(4,646)
	100 - 54000	20 Overhead	9,689	5,600	(4,089)
	100 - 54000	30 Materials	1,022	2,000	978
	100 - 54000	50 Utilities	1,325	1,000	(325)
	100 - 54000	60 Other	0	2,000	2,000
		Total	<u>25,682</u>	<u>19,600</u>	<u>(6,082)</u>
Domestic Water System	265 - 54000	10 Labor	42,947	73,400	30,453
	265 - 54000	20 Overhead	30,492	45,600	15,108
	265 - 54000	30 Materials	5,127	12,900	7,773
	265 - 54000	40 Transportation	6,918	9,100	2,182
	265 - 54000	50 Utilities	72,007	60,000	(12,007)
	265 - 54000	60 Other	10,127	18,000	7,873
		Total	<u>167,618</u>	<u>219,000</u>	<u>51,382</u>
TOTAL DOMESTIC WATER SYSTEM MAINTENANCE			<u>193,300</u>	<u>238,600</u>	<u>45,300</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
IRRIGATION WATER LATERAL OPERATIONS - NORTH DIVISION					
Administration	100 - 54200	10 Labor	138,376	140,800	2,424
	100 - 54200	20 Overhead	85,792	87,300	1,508
	100 - 54200	30 Materials	405	2,900	2,495
	100 - 54200	50 Utilities	3,484	3,800	316
	100 - 54200	60 Other	15,919	18,300	2,381
		Total	<u>243,976</u>	<u>253,100</u>	<u>9,124</u>
Water Distribution	335 - 54200	10 Labor	523,878	524,500	622
	335 - 54200	20 Overhead	324,804	325,200	396
	335 - 54200	30 Materials	9,603	7,000	(2,603)
	335 - 54200	40 Transportation	221,535	245,000	23,465
	335 - 54200	50 Utilities	7,242	8,000	758
	335 - 54200	60 Other	0	500	500
		Total	<u>1,087,062</u>	<u>1,110,200</u>	<u>23,138</u>
TOTAL IRRIGATION WATER LATERAL OPERATIONS - NORTH DIVISION			<u>1,331,038</u>	<u>1,363,300</u>	<u>32,262</u>
IRRIGATION WATER LATERAL OPERATIONS - SOUTH DIVISION					
Administration	100 - 54400	10 Labor	136,612	140,800	4,188
	100 - 54400	20 Overhead	84,697	87,300	2,603
	100 - 54400	30 Materials	405	2,500	2,095
	100 - 54400	50 Utilities	3,523	3,000	(523)
	100 - 54400	60 Other	15,919	15,000	(919)
		Total	<u>241,156</u>	<u>248,600</u>	<u>7,444</u>
Water Distribution	335 - 54400	10 Labor	470,507	524,500	53,993
	335 - 54400	20 Overhead	291,714	325,200	33,486
	335 - 54400	30 Materials	8,704	7,000	(1,704)
	335 - 54400	40 Transportation	211,597	231,000	19,403
	335 - 54400	50 Utilities	5,728	6,500	772
	335 - 54400	60 Other	0	500	500
		Total	<u>988,250</u>	<u>1,094,700</u>	<u>106,450</u>
TOTAL IRRIGATION WATER LATERAL OPERATIONS - SOUTH DIVISION			<u>1,229,406</u>	<u>1,343,300</u>	<u>113,894</u>
DRAINAGE WATER OPERATIONS					
Storm Water Management	175 - 54600	10 Labor	16,085	7,100	(8,985)
	175 - 54600	20 Overhead	9,972	4,500	(5,472)
	175 - 54600	40 Transportation	4,361	2,500	(1,861)
	175 - 54600	50 Utilities	7,990	4,500	(3,490)
		Total	<u>38,408</u>	<u>18,600</u>	<u>(19,808)</u>
TOTAL DRAINAGE WATER OPERATIONS			<u>38,408</u>	<u>18,600</u>	<u>(19,808)</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
WATER MEASUREMENT MANAGEMENT					
Ag. Waiver / Discharge Compliance (old acct no. 52900)	110 - 54800	10 Labor	1,402	1,000	(402)
	110 - 54800	20 Overhead	870	700	(170)
	110 - 54800	30 Materials	522	2,500	1,978
	110 - 54800	40 Transportation	501	500	(1)
	110 - 54800	60 Other	3,622	7,000	3,378
		Total	<u>6,917</u>	<u>11,700</u>	<u>4,783</u>
Water Measurement Program	342 - 54800	10 Labor	8,249	13,000	4,751
	342 - 54800	20 Overhead	5,114	8,100	2,986
	342 - 54800	30 Materials	9,313	8,500	(813)
	342 - 54800	40 Transportation	2,574	8,500	5,926
	342 - 54800	60 Other	127	8,000	7,873
		Total	<u>25,377</u>	<u>46,100</u>	<u>20,723</u>
TOTAL WATER MEASUREMENT MANAGEMENT			<u>32,294</u>	<u>57,800</u>	<u>25,506</u>

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
GENERAL & ADMINISTRATION					
Management / Supervision	600 - 56200 - 10	Labor	384,656	360,000	(24,656)
Management / Supervision	600 - 56200 - 20	Overhead	233,482	223,200	(10,282)
Clerical	605 - 56200 - 10	Labor	243,125	307,100	63,975
Clerical	605 - 56200 - 20	Overhead	155,748	190,500	34,752
Engineering / Technical	608 - 56200 - 10	Labor	206,809	297,100	90,291
Engineering / Technical	608 - 56200 - 20	Overhead	128,222	184,300	56,078
Meetings / Training	615 - 56200 - 10	Labor	62,543	26,000	(36,543)
Meetings / Training	615 - 56200 - 20	Overhead	38,776	16,200	(22,576)
Professional Training	618 - 56200 - 10	Labor	14,235	14,000	(235)
Professional Training	618 - 56200 - 20	Overhead	8,826	8,700	(126)
Vacation Compensation	620 - 56200 - 10	Labor	240,119	274,000	33,881
Vacation Compensation	620 - 56200 - 20	Overhead	148,129	169,900	21,771
Sick Leave Compensation	625 - 56200 - 10	Labor	129,750	177,000	47,250
Sick Leave Compensation	625 - 56200 - 20	Overhead	80,446	109,800	29,354
Holiday Compensation	630 - 56200 - 10	Labor	108,877	162,000	53,123
Holiday Compensation	630 - 56200 - 20	Overhead	67,503	100,500	32,997
Other Non-Productive Comp.	635 - 56200 - 10	Labor	35,683	147,000	111,317
Other Non-Productive Comp.	635 - 56200 - 20	Overhead	22,125	91,200	69,075
Director's Compensation	640 - 56200 - 10	Labor	47,000	60,000	13,000
Director's Compensation	640 - 56200 - 20	Overhead	26,040	37,200	11,160
Health Insurance	650 - 56200 - 20	Overhead	745,340	838,400	93,060
Dental Insurance	655 - 56200 - 20	Overhead	77,913	84,400	6,487
Vision Insurance	660 - 56200 - 20	Overhead	15,503	19,700	4,197
Life Insurance	665 - 56200 - 20	Overhead	8,355	13,300	4,945
Cafeteria & EAP Plans	667 - 56200 - 20	Overhead	3,247	3,600	353
Health & Fitness Program	668 - 56200 - 20	Overhead	5,683	14,000	8,317
Retirement Plan Contribution	670 - 56200 - 20	Overhead	481,577	613,600	132,023
Deferred Comp Contribution	671 - 56200 - 20	Overhead	48,593	76,600	28,007
Workers' Compensation Insurance	675 - 56200 - 20	Overhead	197,042	363,600	166,558
State Unemployment Expense	680 - 56200 - 20	Overhead	1,647	10,000	8,353
Social Security & Medicare	685 - 56200 - 20	Overhead	293,988	417,200	123,212
Office & Computer Supplies, Equip. & Furn	700 - 56200 - 30	Materials	61,153	69,300	8,147
Safety Materials and Supplies	705 - 56200 - 30	Materials	6,457	10,000	3,543
Classified Ads / Employment Ads	720 - 56200 - 30	Materials	11,474	8,100	(3,374)
Miscellaneous	725 - 56200 - 30	Materials	14,554	31,100	16,546
Telephone & Cellular Expense	740 - 56200 - 50	Utilities	9,445	10,800	1,355
Education/Training/Travel Expense	750 - 56200 - 60	Other	49,340	68,800	19,460
Membership Dues & Fees	755 - 56200 - 60	Other	34,668	36,000	1,332
Election Expense	760 - 56200 - 60	Other	18,327	15,000	(3,327)
Physical Expense/Background Checks	765 - 56200 - 60	Other	13,135	11,000	(2,135)
Safety Incentive & Productivity Program	770 - 56200 - 60	Other	19,219	29,000	9,781
Service Warranty Contracts	775 - 56200 - 60	Other	109,874	64,500	(45,374)
Subscriptions / Publications / Licenses	780 - 56200 - 60	Other	14,138	17,100	2,962
Insurance Expense	800 - 56200 - 60	Other	146,304	160,000	13,696
Investment Expenses	805 - 56200 - 60	Other	46,190	50,000	3,810
Judgment & Damages	850 - 56200 - 60	Other	700	1,500,000	1,499,300
Expense Credits (Overhead)	860 - 56200 - 20	Overhead	(2,478,023)	(2,454,400)	23,623
Expense Credits (Overhead)	860 - 56200 - 40	Equipment	(1,078,572)	(1,000,000)	78,572
Expense Credits (Overhead)	860 - 56200 - 60	Other	(266,883)	(250,000)	16,883
Prior Year Expense	865 - 56200 - 60	Other	(25,084)	0	25,084

ACCOUNT DESCRIPTION	ACCOUNT NO.	FUNCTION	2017 YTD ACTUAL	TOTAL 2017 ANNUAL BUDGET	BUDGET REMAINING
GENERAL & ADMINISTRATION - continued					
SJTA & Stan. GW Mgmt Contribution	870 - 56200	- 60 Other	206,192	200,000	(6,192)
Regulatory Compliance Fees	872 - 56200	- 60 Other	32,401	64,500	32,099
County Administration Fees	875 - 56200	- 60 Other	21,614	41,400	19,786
Legal - General	900 - 56200	- 60 Other	160,044	150,000	(10,044)
Legal - Litigation	901 - 56200	- 60 Other	190,884	150,000	(40,884)
Finance Consultants	905 - 56200	- 60 Other	18,774	24,400	5,626
Engineering / Consultants	910 - 56200	- 60 Other	250,161	150,000	(100,161)
Other Consultants	915 - 56200	- 60 Other	13,337	40,000	26,663
Community Outreach	920 - 56200	- 60 Other	77,192	100,000	22,808
Warehouse Over/Short	997 - 56200	- 60 Other	0	0	0
Amortization Expense	998 - 56200	- 90 Amortization Expense	0	10,500	10,500
Depreciation Expense	999 - 56200	- 91 Depreciation Expense	2,249,446	2,436,000	186,554
TOTAL GENERAL & ADMINISTRATION			4,187,443	7,153,200	2,965,757

OAKDALE IRRIGATION
DISTRICT'S

TREASURER'S
REPORT

FOR THE
PERIOD ENDING
NOVEMBER 30, 2017

TREASURER'S REPORT TO THE BOARD OF DIRECTORS
OAKDALE IRRIGATION DISTRICT
STATEMENT OF FUNDS
FOR THE PERIOD ENDING NOVEMBER 30, 2017

<u>PERIOD ENDING</u>	<u>11/30/2017</u>	<u>RATE</u>	<u>10/31/2017</u>	<u>NET CHANGE</u>
<i><u>OAKDALE IRRIGATION DISTRICT FUNDS</u></i>				
LAIF	\$161,770.43	1.172%	\$161,770.43	\$0.00
OAK VALLEY COMMUNITY BANK CHECKING	801,116.85		625,527.02	175,589.83
OVCB BUSINESS PLUS SAVINGS	1,141,785.51	.05%-.25%	1,325.26	1,140,460.25
UNION BANK OF CALIFORNIA	64,386,742.09	1.580%	66,302,706.64	(1,915,964.55)
	<u>TOTAL TREASURY FUNDS</u>		<u>67,091,329.35</u>	<u>(599,914.47)</u>
<i><u>IMPROVEMENT DISTRICT FUNDS</u></i>				
IMPROVEMENT DISTRICT'S FUNDS	1,259,746.77		1,270,649.61	(10,902.84)
	<u>TOTAL IMPROVEMENT DISTRICT FUNDS</u>		<u>1,270,649.61</u>	<u>(10,902.84)</u>
	<u><u>TOTAL TREASURY AND IMPROVEMENT DISTRICT FUNDS</u></u>		<u><u>68,361,978.96</u></u>	<u><u>(\$610,817.31)</u></u>

**OAKDALE IRRIGATION DISTRICT
FOR THE PERIOD ENDING
NOVEMBER 30, 2017**

DISTRICT CASH AND CASH EQUIVALENTS		11/30/2017	11/30/2016	NET CHANGE
Beginning Balance: 11/01/2017		\$67,091,329.35		
Receipts / Earnings / Transfers		343,104.82		
Expenditures / Transfers		(943,019.29)		
TOTAL DISTRICT TREASURY FUNDS ON HAND:	11/30/2017	\$66,491,414.88	\$59,162,153.40	\$7,329,261.48
<u>GENERAL FUND</u>				
Beginning Balance: 11/01/2017		\$14,993,680.53		
<u>RECEIPTS / EARNINGS</u>				
Secretary's Receipts	\$24,588.11			
Interest Earnings	85,482.15			
Collection Receipts	232,046.04			
Total Receipts:		342,116.30		
<u>EXPENDITURES</u>				
Accounts Payable	542,658.39			
Payroll	399,372.38			
Transfers to RWS Reserve Funds	988.52			
Total Expenditures:		(943,019.29)		
BALANCE ON HAND:	11/30/2017	\$14,392,777.54	\$26,077,637.24	(\$11,684,859.70)
<u>CAPITAL REPLACEMENT / IMPROVEMENT RESERVE - \$18,000,000 - limit</u>				
Beginning Balance: 11/01/2017		\$18,000,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
BALANCE ON HAND:	11/30/2017	\$18,000,000.00	\$18,000,000.00	\$0.00
<u>OPERATING RESERVE - \$6,000,000 max. limit</u>				
Beginning Balance: 11/01/2017		\$3,738,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
BALANCE ON HAND:	11/30/2017	\$3,738,000.00	\$3,738,000.00	\$0.00
<u>RATE STABILIZATION RESERVE - \$4,500,000 max. limit</u>				
Beginning Balance: 11/01/2017		\$2,388,000.00		
Receipts		0.00		
Transfer to General Fund		0.00		
BALANCE ON HAND:		\$2,388,000.00	\$1,388,000.00	\$1,000,000.00

DISTRICT TREASURY FUNDS - *continued*

11/30/2017

11/30/2016

NET CHANGE

VEHICLE AND EQUIPMENT REPLACEMENT RESERVE - \$1,500,000 max. limit

Beginning Balance: 11/01/2017	\$492,365.71		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 11/30/2017	\$492,365.71	\$486,965.71	\$5,400.00

MAIN CANAL / TUNNEL IMPROVEMENT RESERVE

Beginning Balance: 11/01/2017	\$20,064,000.00		
Transfer from General Fund	0.00		
Transfer Funds to General Fund	0.00		
BALANCE ON HAND: 11/30/2017	\$20,064,000.00	\$8,064,000.00	\$12,000,000.00

BUILDING AND FACILITIES REPLACEMENT RESERVE

Beginning Balance: 11/01/2017	\$475,000.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 11/30/2017	\$475,000.00	\$475,000.00	\$0.00

RURAL WATER SYSTEM REPLACEMENT / IMPROVEMENT RESERVE - \$1,000,000 max. limit

Beginning Balance: 11/01/2017	\$761,199.11		
Transfer from General Fund	988.52		
Transfer to General Fund	0.00		
BALANCE ON HAND: 11/30/2017	\$762,187.63	\$752,889.01	\$9,298.62

EMPLOYEE COMPENSATED ABSENCES TRUST FUND

Beginning Balance: 11/01/2017	\$179,084.00		
Transfer from General Fund	0.00		
Transfer to General Fund	0.00		
BALANCE ON HAND: 11/30/2017	\$179,084.00	\$179,084.00	\$0.00

DEBT RESERVE FUND

Beginning Balance: 11/01/2017	6,000,000.00		
Receipts	0.00		
Expenditures	0.00		
BALANCE ON HAND:	6,000,000.00	0.00	6,000,000.00

CERTIFICATES OF PARTICIPATION BONDS - RESERVE FUND (RESTRICTED FUNDS)

Beginning Balance: 11/01/2017	\$0.00		
Receipts	0.00		
Expenditures	0.00		
BALANCE ON HAND: 11/30/2017	\$0.00	\$577.44	(\$577.44)

RESTRICTED FUNDS	11/30/2017	11/30/2016	NET CHANGE
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IMPROVEMENT DISTRICT'S FUNDS

Beginning Balance: 11/01/2017	\$1,270,649.61		
Receipts	4,873.47		
Expenditures	(15,776.31)		
BALANCE ON HAND: 11/30/2017	\$1,259,746.77	\$1,142,729.49	\$117,017.28

FILED: January 9, 2018

STATE OF CALIFORNIA / COUNTY OF STANISLAUS

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 7
APN: N/A

SUBJECT: APPROVE ASSIGNMENT OF CAPITAL WORK ORDER NUMBERS

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
North Main	Install 1-16" Krohne flow meter, 2-15" starter couplers, 1-air vent assembly, 1-concrete connection collar, and 1-18" repair coupler. (APN: 002-073-001)	\$49,000	2017-052
East Stub Lateral	Install 1-20" Krohne flow meter, 4-21" starter couplers, 30'-21" 100 PSI PIP PVC, 2-21" 100 PSI PIP PVC elbows, and 1-21" line gate. (APN: 002-057-015)	64,500	2018-002
Lower Cometa Lateral	Install 1-12"x12"x9' Fresno fabricated undershot gate, 1-12"x9' Fresno 101C slide gate, 2-12" starter couplers, 40'-12" 100 PSI PIP PVC, and 1-concrete connection collar. (APN: 002-007-028)	35,300	2018-004
Howard Pipeline	Install 1-36"x10.5' Fresno 2010C slide gate. (APN: 239-130-02)	5,900	2018-005
Riverbank Lateral	Install 1-36"x14.5' Fresno 101C slide gate. (APN: 062-025-026)	7,100	2018-006
Crane Pipeline	Install 1-10"x15.5' Fresno 101C slide gate, and 1-24"x24"x16' Fresno fabricated undershot gate. (APN: 062-014-003)	11,100	2018-007
Hyman Pipeline	Install 1-12" line gate, 2-12" starter couplers, 1-12"x20' 100 PSI PIP PVC, 2-12" bolt-on couplers, 1-air vent assembly and 2-connection collars. (APN: 062-011-042)	15,800	2018-008
Mondo Pipeline	Install 1-15" line gate, 2-15" starter couplers, 1-15"x20' 100 PSI PIP PVC, 2-15" bolt-on couplers, 1-air vent assembly and 2-connection collars. (APN: 062-004-018)	19,300	2018-009
Langworth Pipeline	Install 1-12"x14' Fresno 101C slide gate. (APN: 062-032-003)	4,200	2018-010
Riverbank Pipeline	Install 1-30"x14' Fresno 101C slide gate. (APN: 062-024-011)	5,600	2018-011

<u>Facility</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work Order No.</u>
Kearney Lateral	Rehabilitate degraded sections and install 4,000 ft of six-stranded barbed wire fence. (APN: 010-073-003/021)	19,600	2018-012
<u>Canceled</u>			
Brichetto Lateral			2017-035
East Thalheim Pipeline			2017-045
South Lateral Reservoir	Install concrete box control structure and bypass reservoir with 836'-21" 100 PSI PIP PVC, 1-20" Krohne flow meter, 1-30" Krohne flow meter and other necessary appurtenances. (APN: 015-003-004)	(\$181,000)	2017-051

FISCAL IMPACT: \$237,400

Board Motion:

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

VOTE:

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

Action(s) to be taken:

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 8
APN: N/A

**SUBJECT: APPROVE RESOLUTION ADOPTING THE OAKDALE IRRIGATION DISTRICT'S
2018 INVESTMENT POLICY**

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

It is the policy of the District to invest public funds in a manner which will provide the maximum security with the highest return and to conform to all state and local statues governing the investment of public funds. In accordance with California Government Code Section 53646 (a)(1), the Treasurer or Chief Financial Officer shall annually render to the legislative body of the local agency a statement of investment policy.

There are no changes to the draft 2018 Investment Policy as presented today.

FISCAL IMPACT: None

ATTACHMENTS:

- Resolution 2016-NIL
 - OID Investment Policy for 2018
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-NIL**

2018 INVESTMENT POLICY

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

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

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

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this 9th day of January 2018.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary



OAKDALE IRRIGATION DISTRICT

2018 INVESTMENT POLICY

OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS

Subject: Investment Policy

Policy and Procedure No.:

Responsible Department: Finance

PURPOSE

This policy provides for guidelines to the Board of Directors, Finance Committee, General Manager and Treasurer for investment of public funds and compliance with all state and local statutes.

SCOPE

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

POLICY AND PROCEDURE

A. Policy

It is the policy of the District to invest public funds in a manner which will provide the highest investment return with the *maximum* security while meeting the daily cash flow demands of the District and conforming to all state and local statutes governing the investment of public funds.

B. Scope

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

C. General Objectives

The primary objectives, in priority order, of investment activities shall be *safety*, *liquidity*, and *yield*:

1. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

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

- Limiting investments to the safest types of securities.
- Pre-qualifying the financial institutions, broker/dealers, and advisers with which the District will do business.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

b. Interest Rate Risk

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

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

2. *Liquidity*

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

3. *Yield*

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

D. Standards of Care

1. *Prudence*

The standard of prudence to be used by investment officials shall be the "prudent person" rule (CGC subsection 53600.3) and shall be applied in the context of managing an overall portfolio.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. *Delegation of Authority*

Authority to manage the District's investment program is derived from Title 5, Division 2, Part 1, Chapter 4 of the California Government Code, commencing with Section 53600. Management responsibility for the investment program is hereby delegated, pursuant to Section 53607 of the Government Code, to the District Treasurer, under the supervision of the Finance Committee. The Treasurer shall establish written procedures for the operation of the investment program consistent with this investment policy. This responsibility includes authority to select brokers, establish safekeeping accounts, enter into wire transfer agreements, banking service contracts, and collateral/depository agreements. No person

may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

3. *Ethics and Conflicts of Interest*

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

E. Safekeeping and Custody

1. *Authorized Financial Dealers and Institutions*

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

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

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

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

2. *Internal Controls*

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the District are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

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

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

F. **Suitable and Authorized Investments**

1. *Investment Types*

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

- a. U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value;
- b. Certificates of deposit and other evidences of deposit at financial institutions, bankers' acceptances, and commercial paper, rated in the highest tier (e.g., A-1, P-1, F-1, or D-1 or higher) by a nationally recognized rating agency;
- c. Investment-grade obligations of state, local governments and public authorities;
- d. Repurchase agreements whose underlying purchased securities consist of the foregoing.
- e. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities; and
- f. Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation.

2. *Collateralization*

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

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

G. Investment Guidelines and Restrictions

1. Investments directly managed by the District shall be in accordance with this policy and as provided for in the following guidelines and restrictions:
 - a. The Treasurer will develop and maintain a cash flow analysis for the projection of needed funds. All funds not required for immediate use will be invested in the Local Agency Investment Fund (LAIF).

- b. When banking transactions involve sums of money greater than \$100,000, the Treasurer shall take such steps to insure the depository bank maintains sufficient securities for the deposits as set forth in California Government Code Section 53652. It is intended that bank deposits and balances in excess of \$100,000 are for short duration, e.g. two (2) to three (3) days before disbursements or transfers are made.
2. Upon direction of the Finance Committee, the Treasurer may invest District funds in investments other than LAIF, and in accordance with this policy. With the approval of the Board, the Treasurer may utilize a licensed investment broker to invest the District's surplus funds for the benefit of the District. The following guidelines and restrictions are to be followed by the Treasurer:
- a. All funds invested on behalf of the District will be managed to meet the guidelines stated in California Government Code Section 53600 et seq., and this Policy.
 - b. The legal, final maturity of any single security within the portfolio will not exceed five (5) years at purchase, with maturities laddered to protect against market swings.
 - c. The weighted average life of the portfolio will not exceed three (3) years.
 - d. Corporate obligations, including corporate debentures and medium term notes, must be rated "A" or its equivalent or better by a nationally recognized rating service and no more than 30% of the portfolio will be invested in this sector at any one time.
 - f. The Treasurer may place District funds in certificates of deposit. The Treasurer shall obtain a sampling of interest rates offered by various banking, credit union, and savings and loan institutions within California.
 - 1. The Treasurer shall limit deposits to \$100,000 in any bank, credit union, or savings and loan with a net worth to net asset ratio of less than three percent (3%) during the most recently reported quarter.
 - 2. The Treasurer shall limit deposits to \$300,000 in all banks, credit unions, and savings and loan institutions that have a net worth to net asset ratio higher than three percent (3%) and experiencing a positive earning record.
 - 3. No more than 30% of the District's surplus funds shall be invested in certificates of deposits.

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

H. Reporting

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

1. Listing of individual securities held at the end of the reporting period
2. Date purchased
3. Maturity date
4. Amount of investment on a cost and current market basis
5. Coupon rate
6. Yield to Maturity at Purchase
7. Percentage of the total portfolio which each type of investment represents.

California Water Code section 24273 requires the Treasurer to file a report with the District's secretary showing: Amount of money in District's treasury, audit of receipts and audit of times of expenditures.

I. Policy Considerations

1. *Exemption*

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

J. List of Attachments

Attachment A – Glossary

Attachment A Glossary

The following is a glossary of key investing terms, some of which appear in the District's Investment Policy.

Accrued Interest – The accumulated interest due on a bond as of the last interest payment made by the issuer

Agency – A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Amortization – The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Average Life – The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund features is expected to be outstanding.

Basis Point – A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid – The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value – The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Callable Bond – A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price – The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk – The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/ Purchase – A transaction, which calls for delivery and payment securities on that same day that the transaction is initiated.

Collateralization – Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Commercial Paper – An unsecured short-term promissory note issued by corporations, with maturates ranging from 2 to 270 days.

Convexity - A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Coupon Rate – The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the “interest rate.”

Credit Quality – The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk – The risk to an investor that an issuer will default in the payment of interest and/ or principal on a security.

Current Yield (Current Return) – A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Delivery Versus Payment (DVP) – A type of securities transaction in which the purchaser pays for the securities when they are delivering either to the purchaser or his/her custodian.

Derivative Security – Financial instrument created from, or whose value depends upon one or more underlying assets or indexes of assets values.

Discount – The amount by which the par value of a security exceeds the price paid for the security.

Diversification – A process of investing assets among a range of security types by sector, and quality rating.

Duration – A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value – The amount, at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) – Funds placed in Federal Reserve banks depository institutions in excess of current reserve requirements. These depository institutions may lend fund to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

Federal Funds Rate – Interest rate charged by one institution lending federal funds to the other.

Government Securities – An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See “Treasury Bills, Notes, and Bonds.”

Interest Rates – See “Coupon Rate.”

Interest Rate Risk – The risk associated with declines or rises in interest rates, which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls – An internal control structure designed to ensure that the assets of the entity are protected from the loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits require estimates and judgements by management. Internal controls should address the following points:

1. Control of collusion- Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping – By separating the person who authorizes or perform the transaction from the people who record the transaction, a separation of duties is achieved.
3. Custodial safekeeping – Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical delivery securities- Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members- Subordinate staff member must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation of transactions for investments and wire transfers- Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may vary via fax on letterhead and if the safekeeping institution has a list of authorization signatures.
7. Development of a wire transfer agreement with the lead bank and third-party custodian- The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions and responsibilities of each party making and receiving wire transfers.

Inverted Yield Curve – A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Company Act of 1940 – Federal legislation, which sets the standards by which investment companies, such as mutual funds. Are regulated in the areas of advertising, performance reporting requirements, and securities valuation.

Investment Policy – A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investments securities.

Investment-grade Obligations – An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

Liquidity – An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) – An investment by local governments in which tier money is pooled as a method for managing local funds.

Mark-to-market – The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk – The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value – Current market price of a security.

Maturity – The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See “Weighted Average Maturity.”

Money Market Mutual Fund – Mutual funds that invest solely in money market instruments (short-term debt instruments, such as treasury bills, commercial paper, bankers’ acceptance, repos and federal funds).

Mutual Fund – An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the following Securities and Exchange Commission (SEC) disclosure guidelines:

1. Report standardized performance calculations.
2. Disseminate timely and accurate information regarding the funds holdings, performance, management and general investment policy.
3. Have the fund’s investment policies and activities supervised by a board of trustees, which are independent of the advisor, administrator or other vendor of the fund.

4. Maintain the daily liquidity of the fund's shares.
5. Value their portfolios on a daily basis.
6. Have all individuals who sell SEC-registered products licensed with a self-regulating organization (SRO) such as the National Association of Securities Dealers (NASD).
7. Have an investment policy governed as prospectus, which is updated and filed by the SEC annually.

Mutual Fund Statistical Services – Companies that track and rate mutual funds, e.g., IBC/Donoghue, Lipper Analytical Services, and Morningstar.

National Association of Securities Dealers (NASD) – A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

New Assets Value – The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio.

No Load Fund – A mutual fund, which does not levy a sales charge on the purchase of its shares.

Nominal Yield – The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," or "coupon rate," or interest rate."

Offer – An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Par – Face value or principal value of a bond, typically \$1,000 per bond.

Positive Yield Curve – A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium – The amount by which the price paid for a security exceeds the security's par value.

Prime Rate – A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal – The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prospectus – A legal document that must be provided to any prospective purchaser of new securities offering registered with the SEC. This can include information on the

issuer, the issuer's business, and the proposed use of proceeds. The experience of the issuer's management, and certain certified financial statements.

Prudent Person Rule – An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Regular Way Delivery – Securities settlement that calls for delivery and payment on the third business day following the trade date (T+3); payment on a T+1 basis is currently under consideration. Mutual funds are settled on a same day basis; government securities are settled on the next business day.

Reinvestment Risk – The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by the holding.

Repurchase Agreement (repo or RP) – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to resell the securities at a specified price to the second party on demand or at a specified price.

Reverse Repurchase Agreement (Reverse Repo) – An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at the specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act – Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90- day average maturity on investments, to help maintain a constant asset value of one dollar (\$1.00).

Safekeeping – Holding of assets (e.g., securities) by a financial institution.

Serial Bond – A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund – Money accumulated on a regular basis on a separate custodial account that is used to redeem debt securities or preferred stock issues.

Swap – Trading one asset for another.

Term Bond – Bonds comprising a large part or all of a particular issue that come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return – The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period.

(Price Appreciation) + (dividends aid) + (Capital gains) = Total Return

Treasury Bills – Short- term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds – Long-term U.S. government debt securities with maturities of then years or longer and issued in minimum denominations of \$1,000. Currently, the longest outstanding maturity for such securities is thirty years.

Treasury Notes – Intermediate U.S. government debt securities with maturities of one to ten years and issued in denominations ranging from \$1,000 to \$1 million or more.

Uniform Net Capital Rule – SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

Volatility – A degree of fluctuation in the price and valuation of securities.

“Volatility Risk” Rating – A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns (“aaa” by S&P, “V-1” by Fitch) to those that are highly sensitive with currently identifiable market volatility risk (“ccc-“ by S&P, “V-10” by Fitch).

Weighted Average Maturity B (WAM) – The average maturity of all the securities that comprise a portfolio. According to SEC rules 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

When Issued (WI) – a conditional transaction in which an authorized new security has not been issued. All “when issued” transactions are settled when the actual security is issued.

Yield – The current rate of return on an investment security generally expressed as a percentage of the security’s current price.

Yield-to-call (YTC) – The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield Curve – A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity – The rate of return yielded by a debt security held to maturity when both interest payments and the investor’s potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities – Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 9
APN: N/A

SUBJECT: APPROVE EMPLOYEE 2018 OFFICIAL SALARY AND WAGE SCHEDULE

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The attached salary and wage schedules have been previously approved and adopted by the Board of Directors. These schedules are being submitted as a matter of information.

FISCAL IMPACT:

ATTACHMENTS:

- Unrepresented Employees Salary Schedule
- OE3 Represented Employees Wage Schedule

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
 2018 SALARY SCHEDULE
 NON UNION EMPLOYEES
 As of January 1, 2018

EXEMPT MANAGEMENT	MONTHLY BASE
CHIEF FINANCIAL OFFICER/TREASURER	\$12,451.64
SUPPORT SERVICES MANAGER	\$12,451.64
WATER OPERATIONS MANAGER	\$12,451.64

EXEMPT SUPERVISORY UNIT	MONTHLY BASE
ADMINISTRATIVE ASSISTANT	6,080.89
ASSISTANT ENGINEER	8,318.47
ASSISTANT WATER OPERATIONS MANAGER	8,650.76
ASSOCIATE ENGINEER	9,714.02
FIELD OPERATIONS SUPERVISOR	7,833.76
WATER OPERATIONS SUPERVISOR	7,833.76
WATER OPERATIONS SUPR. - PESTICIDE CONTROL COORD.	7,833.76

NON-EXEMPT CONFIDENTIAL UNIT	HOURLY BASE
AUTO MAINTENANCE CHIEF	41.13
INFORMATION TECHNOLOGY / SCADA COORDINATOR	46.99
PAYROLL CLERK / ADMINISTRATION CLERK	31.79
PRINCIPAL ACCOUNT CLERK	33.72
RECEPTIONIST/CLERK TYPIST/FILE CLERK	21.90

**OAKDALE IRRIGATION DISTRICT
2018 SALARY SCHEDULE
UNION CLASSIFICATIONS
AS OF JANUARY 1, 2018**

NON-EXEMPT CLERICAL AND TECHNICAL UNIT (OE3)	HOURLY BASE
Account Clerk	\$25.01

NON-EXEMPT DITCHTENDER UNIT (OE3)	HOURLY BASE
Distribution System Operator/Construction & Maintenance (Year Around)	\$30.20
Leadman -Distribution System Operator/Construction & Maintenance (Irrigation Season)	\$37.60

NON-EXEMPT OPERATIONS UNIT (OE3)	HOURLY BASE
Construction & Maintenance	\$30.20
Equipment Operator	\$33.61
Fleet Equipment / Mechanic	\$30.71
IT / SCADA Technician	\$37.36
Leadman - Construction & Maintenance - Leadman	\$33.22
Maintenance / Operations Worker	\$32.98
SCADA Serviceman	\$32.70
Warehouseman / Yardman	\$28.38
Water Utility Serviceman / Welder	\$28.14
Water Utilities Technician	\$33.68

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 10
APN: N/A

SUBJECT: APPROVE ATTENDANCE BY DIRECTORS AT THE CALIFORNIA IRRIGATION INSTITUTE CONFERENCE IN SACRAMENTO JANUARY 29 – 30, 2018

RECOMMENDED ACTION: Approve Board Member Attendance

BACKGROUND AND/OR HISTORY:

The California Irrigation Institute Conference, *Drought to Deluge – Scaling Solutions*, is being held in Sacramento this year on January 29 and 30, 2018. The agenda is full of current topics that would be beneficial to any Director wishing to attend.

As policy requires, any attendance by a Director to a conference must be approved by the Board.

FISCAL IMPACT: One-Day Registration \$175.00; Two-Day Registration \$225.00

ATTACHMENTS:

- Conference Information
-

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:

DROUGHT TO DELUGE SCALING SOLUTIONS

56TH ANNUAL CII CONFERENCE • JANUARY 29-30, 2018 • HILTON ARDEN WEST, SACRAMENTO, CA

**The
2018 CII
Conference
is proud to
welcome
Sandra Postel
as our featured
speaker**

The California Irrigation Institute is fortunate to have leading authority and prolific author on international water issues, **Sandra Postel**, as the 2018 featured luncheon speaker. Sandra has been hailed for her “inspiring, innovative and practical approach” to promoting the preservation and sustainable use of freshwater.

From 2009-2015 Sandra served as Freshwater Fellow of the National Geographic Society. She is also co-creator of Change the Course, the national water stewardship initiative awarded the 2017 US Water Prize for restoring billions of gallons of water to depleted rivers and wetlands. Sandra recently released a new book, *Replenish: The Virtuous Cycle of Water and Prosperity* (October 2017), and has authored several other books including *Pillar of Sand: Can the Irrigation Miracle Last?* and *Last Oasis: Facing Water Scarcity*, which appears in eight languages and was the basis for a PBS documentary. Her article “Troubled Waters,” was selected for inclusion in the 2001 edition of Best American Science and Nature Writing. She is also co-author (with Brian Richter) of *Rivers for Life: Managing Water for People and Nature*.

MONDAY: JANUARY 29, 2018

8:30–9:30 AM

REGISTRATION

MONDAY GENERAL SESSION

WELCOME AND INTRODUCTIONS

David Miller, President
California Irrigation Institute

9:30–10:00 AM

KEYNOTE SPEAKER GRANT DAVIS, DIRECTOR

California Department of Water Resources

OPENING PANEL

Moderator: David Miller

Randy Record, Chairman

Metropolitan Water District & Record Family Wines

10:00–11:45 AM

Marty Ralph, Director

Center for Western Weather and Water Extremes, Scripps Institution of Oceanography

Joaquin Esquivel, Board Member

California State Water Resources Control Board

Dick Diamond, General Manager

North Kern Water Storage District

11:45AM–12 PM

BREAK

12:00–1:30 PM

LUNCH AND PERSON OF THE YEAR AWARD PRESENTATION

SESSION I (SPLIT SESSIONS)

1:30—3:00 PM	AGRICULTURE <i>Moderator: Chase Hurley</i>	URBAN <i>Moderator: Mary Ann Dickinson</i>
	BIG PICTURE POLICIES AND TOPICS ASSOCIATED WITH SCALING SOLUTIONS	FROM DROUGHT TO A PERMANENT REGULATORY REALITY
	Oroville Dam and State Water Project Operations Allison Febbo, Water Resource Specialist State Water Project Contractors	The New Conservation Framework: What's in Store for Outdoor Water Use? Erik Ek Dahl, Director of Office of Research, Planning, and Performance State Water Resources Control Board
	Shasta and San Luis Reservoir: A Four-Year Learning Curve Tom Boardman, Water Resources Engineer San Luis Delta Mendota Water Authority	Case study: Impact of Policy Changes on a Large Utility Penny Falcon, Manager Water Conservation Policy, Legislation, and Grants Los Angeles Department of Water and Power
	It's All Connected: How Bay-Delta Fish Impact Farmers in Colorado Dan Keppen, Executive Director Family Farm Alliance	Case study: Impact of Policy Changes on a Medium Sized Utility/City William Granger, Water Conservation Administrator City of Sacramento
Additional Storage: Northern California's Perspective Jim Watson, Executive Director Sites Reservoir Joint Powers Authority		

3:00—3:20 PM

BREAK

SESSION II (SPLIT SESSIONS)

3:20—5:00 PM	AGRICULTURE <i>Moderator: Stuart Styles</i>	URBAN <i>Moderator: William Granger</i>
	2017 DELUGE AND DROUGHT: ON FARM CASE STUDIES	ADVANCING LANDSCAPE TRAINING IN THE POST DROUGHT ERA
	Farming with the Environment Don Brandsford, Brandsford Family Farms & Glenn-Colusa Irrigation District President	Cities + Utility Collaboration: Tying Training to Landscape Business License Don Ackley, Water Management Supervisor Coachella Valley Water District
	SWEEP Grants: Concepts and Case Histories Dr. Amrith Gunasekara, Science Advisor to the Secretary & Manager of the Office of Environmental Farming & Innovation California Department of Food & Agriculture	Qualified Water Efficient Landscaper Training Program Greg Plumb, QWEL Program Manager Sonoma County Water Agency
	Recharging Groundwater on Permanent Crops Dr. Helen Dahlke, Department of Land, Air and Water Resources University of California Davis	San Antonio Landscaper Certification Program Karen Guz, Director of Conservation San Antonio Water System
Repercussions of IID On-Farm Efficiency Conservation Program; A Growers Perspective Tom Brundy, Brundy Farms Inc. & Tom's Hay Farm Inc.	Santa Barbara's Green Gardener Program Tyrone LaFay, Water Conservation Coordinator County of Santa Barbara	

5:00—7:00 PM

EXHIBITOR RECEPTION AND POSTER SESSION

TUESDAY: JANUARY 30, 2018

SESSION III - AGRICULTURE AND URBAN (JOINT SESSION)

Moderator: Inge Bisconer

INCUBATORS FOR TECHNOLOGICAL INNOVATION IN IRRIGATION

Los Angeles Cleantech Incubator (LACI)

Ben Stapleton, Vice President, Facilities and Operation

Imagine H2O Accelerator

Scott Bryan, President

The Western Growers Center for Innovation and Technology

Hank Giclas, Senior Vice President

Water, Energy and Technology (WET) Center

Helle Petersen, General Manager

9:00—10:10 AM

10:10—10:25 AM

BREAK

SESSION IV - AGRICULTURE AND URBAN (JOINT SESSION)

Moderator: Stefaniya Becking

SHOWCASE OF WATER-WISE STARTUPS

Scale: Home

Clay Kraus, Director of Market Development
Rachio

Scale: Farm

Olivier Jerphagnon, CEO and Founder
PowWow Energy

Scale: Large Farm and Water District

Kevin France, CEO
SWIIM System

Urban and Agriculture

Sivan Cohen, General Manager
Ayyeka

Trading Platform that Brings Relevant Players Together

Mitch Partovi, Systems Integration Manager
Waterfind USA

10:25—11:30 AM

11:30AM—12 PM

EXHIBIT HALL

LUNCH SPEAKER

Sandra Postel, Author
Replenish: The Virtuous Cycle of Water and Prosperity

12:00—1:30 PM

CII BUSINESS: NEW OFFICERS

ADJOURN



The primary purpose of the California Irrigation Institute is to host an annual conference on California water issues, water use efficiency, water quality and surface and groundwater management.

The conference features leading water industry experts, government agency heads, water district managers, innovative farmers and vendors with leading water saving products. The sessions aim to discuss research results and practical field experience.

REGISTER ONLINE AT CAII.ORG

EARLY BIRD
REGISTRATION
EXPIRES
JANUARY 6, 2018

ONE DAY REGISTRATION

Received on or before January 6, 2018	\$ 150
On site/At the door	\$ 175

TWO DAY REGISTRATION

Received on or before January 6, 2018	\$ 200
Received after January 6, 2018	\$ 225
On site/At the door	\$ 250

FULL TIME STUDENTS (With valid student ID)

Received on or before January 6, 2018	\$ 50
Received after January 6, 2018	\$ 75

EXHIBITOR REGISTRATION

(Includes one attendee registration).....	\$ 350
-------------------------------------------	--------

Attendee registration includes admission to all sessions, refreshments, the reception on Monday and lunch both days.

HOTEL INFORMATION

HILTON SACRAMENTO

ARDEN WEST
2200 Harvard Street
Sacramento, 95822
(916) 922-4700

Rooms are held under the California Irrigation Institute group name. Early room reservations end January 6, 2018. Space is limited.

There is free complimentary parking for all conference attendees.

CII 2017-2018 DIRECTORS

DAVID MILLER, PRESIDENT
GEI Consultants, Inc.

BILL MCDONNELL, VICE PRESIDENT
Metropolitan Water District

JIM ANSHUTZ, SECRETARY/TREASURER
AG H2O

DON ACKLEY
Coachella Valley Water District

STEFANIYA BECKING
Energy Solutions

INGE BISCONER
The Toro Company

DEAN CURRIE
Imperial Irrigation District

MARY ANN DICKINSON
Alliance for Water Efficiency

KENT FRAME
California Department
of Water Resources

WILLIAM GRANGER
City of Sacramento

CHASE HURLEY
San Luis Canal Company

DANNY MERKLEY
California Farm Bureau Federation

TIM O'HALLORAN
Yolo County Flood Control &
Water Conservation District

CARRIE POLLARD
Sonoma County
Water Agency

BLAKE SANDEN
UC Cooperative Extension

DR. STUART STYLES
Cal Poly Irrigation Training
& Research Center

TECHNICAL ADVISOR
TOM HAWES
U.S. Bureau of Reclamation

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 11
APN: N/A

SUBJECT: APPROVE AMENDMENT NO. 11 TO PROFESSIONAL SERVICES AGREEMENT 2008-PSA-007 WITH BOUTIN JONES, INC. FOR REVISED HOURLY RATE SCHEDULE

RECOMMENDED ACTION: Authorize General Manager to Execute Amendment No. 11

BACKGROUND AND/OR HISTORY:

The law firm of Boutin Jones, Inc. has submitted a revised Rate Schedule for 2018 for staff utilized for the District's needs. The revised rate and the name of the employees utilized for District work has been identified in Amendment No. 11 and shown below. Boutin Jones, Inc. provides HR legal services to the District. The rates will be effective January 1, 2018.

Personnel	2017	2018	Increase from 2017
Julia Jenness	\$475	\$490	3.2%
Kim Lucia	\$360	\$375	4.2%
Lissa Oshei		\$280	N/A

Staff recommends that the Board approve Amendment No. 11 and authorize the General Manager to execute Amendment No. 11 to amend Professional Services Agreement 2008-PSA-007.

FISCAL IMPACT: Unknown at this time

ATTACHMENTS:

- Contract Amendment No. 11
-

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
2008-PSA-007, AMENDMENT NO. 11**

WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, made this 1st day of January, 2018, by and between Oakdale Irrigation District, hereinafter called the "District" and Boutin Jones, Inc. 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 "B"** Hourly Billing Rate Schedule for the following personnel and rates providing legal assistances to District:

Julia L. Jenness	\$490.00/Hr.
Kim Lucia	\$375.00/Hr.
Lissa Oshei	\$280.00/Hr.

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.

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

OAKDALE IRRIGATION DISTRICT

BOUTIN JONES, INC

Steve Knell, P.E.
General Manager

Name: Julia L. Jenness
Title: Shareholder

Date: _____

Date: _____

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 12
APN: N/A

SUBJECT: APPROVE AMENDMENT NO. 009 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. FOR REVISED HOURLY RATE SCHEDULE

RECOMMENDED ACTION: Authorize General Manager to Execute Amendment No. 009

BACKGROUND AND/OR HISTORY:

The District has a Professional Services Agreement (PSA) with Condor Earth Technologies, Inc. which provides geotechnical support and materials testing for the District. The Exhibit "B" Hourly Rate Schedule to the Professional Services Agreement has been revised and is attached. Rates will be effective January 1, 2018. The new rates will apply to new projects only, current projects underway will be charged at the rates that were agreed upon at the time the work release was issued.

Staff recommends that the Board approve Amendment No. 009, effective January 1, 2018 and authorize the General Manager to execute Amendment No. 009 to amend Professional Services Agreement 2009-PSA-003.

FISCAL IMPACT: Unknown at this time

ATTACHMENTS:

- Contract Amendment No. 009 with Revised Exhibit "B"
 - 2016 Exhibit "B" Rate Schedule
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



**OAKDALE IRRIGATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
2009-PSA-003, AMENDMENT NO. 009**

WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, made this 1st day of January, 2018, by and between Oakdale Irrigation District, hereinafter called the "District" and Condor Earth Technologies, Inc. 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 "B"** Hourly Billing Rate Schedule to include additions, deletions, changes, and to add the Prevailing Wage rates for the appropriate personnel when working in the field as reflected in the revised rate schedule identified as "**2018 Condor Earth Technologies Employee Rate List**" & "**Prevailing Wage Schedule of Fees**" attached hereto.

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.

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

OAKDALE IRRIGATION DISTRICT

CONDOR EARTH TECHNOLOGIES, Inc.

Steve Knell, P.E.
General Manager

Name:
Title:

Date: _____

Date: _____



Exhibit "B"

CONDOR EARTH
21663 Brian Lane, P.O. Box 3905
Sonora, CA 95370
209.532.0361
Fax 209.532.0773
www.condorearth.com

Condor Proposal No. 7712

December 22, 2017

Jason Jones
Support Services Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Subject: **2018 On-Call Services Work Release**

Dear Mr. Jones:


Condor Earth (Condor) appreciates the interest of Oakdale Irrigation District in providing an On-Call Services Work Release for Condor. Materials testing and special inspection services will be scheduled directly through Dolly Babcock (209.984.7020), our MTSI Dispatcher. Other services will be coordinated through Kim Tarantino (209.536.7367), our Project Coordinator.

Condor has updated our Prevailing Wage Schedule of Fees and Employee Rate List, both dated 2018. The new rates will apply to new projects; current projects underway will be charged the rates that were agreed to at time of execution of those Work Releases. Condor will continue to honor our 10 percent markup and vehicle charges (\$100/day) as agreed to in previous contracts with OID.


We understand that the updated rates will result in a revision to our Professional Services Agreement with OID and look forward to receiving that revision along with a Work Release for On Call Services work.

Condor looks forward to continuing to work with OID. Please contact us with any questions.

Respectfully,
CONDOR EARTH



Scott W. Lewis, CEG No. 1835
Principal Engineering Geologist
Project Manager



Ronald L. Skaggs, GE No. 2295
Principal Geotechnical Engineer
Vice President

Attachments

Prevailing Wage Schedule of Fees 2018
2018 Employee Rate List

**CONDOR EARTH
PREVAILING WAGE SCHEDULE OF FEES
2018**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal	230.00
Principal Engineer/Geologist	205.00
Project Director	195.00
Construction Manager	195.00
Project/Senior Manager	170.00
TECHNICAL	
Senior Tunneling Consultant	220.00
Senior Geotechnical Engineer	195.00
Registered Geotechnical Engineer	185.00
Certified Hydrogeologist/Engineering Geologist	185.00
Senior Geologist/Engineer/Environmental Specialist	175.00
Senior Process Safety Management Specialist	170.00
Process Safety Management Specialist	145.00
Resident Construction Inspector	145.00
Associate Geologist/Engineer/Environmental Specialist	142.00
Staff Geologist/Engineer/Environmental Specialist	127.00
Field Environmental Specialist (Group 2)	125.00
Engineering Assistant	105.00
AST Certified Inspector	130.00
Draftsperson	95.00
Senior Technician	90.00
Technician	80.00
MATERIALS TESTING	
Material Technician (Group 1)	130.00
Material Technician (Group 2)	125.00
Material Technician (Group 3)	120.00
Material Technician (Group 4)	115.00
Senior Materials Technician (non-PW)	90.00
GIS	
GIS Administrator	165.00
GIS Programmer/Analyst	145.00
GIS Technician	120.00
SUPPORT STAFF	
MTSI Project/Laboratory Manager	110.00
Administrative Specialist	100.00
Project Coordinator	100.00
Technical Editor	75.00
Administrative Assistant	70.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime)	(1.3 times base rate)
Double-time (all Sundays and Holidays)	(1.7 times base rate)
Shift Pay* (Night Shift)	(1.3 – 1.7 times base rate)
Litigation Support	250.00 – 350.00



NON-LABOR CHARGES

Vehicle charge: \$100 per day

Laboratory Charges per Condor Laboratory Fee Schedule

Billable Field Equipment per Condor Billable Field Equipment Schedule

OUT-OF-POCKET EXPENSES

Billed at cost plus 10% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS GROUP CLASSIFICATIONS

Group 1

ASNT Level II-III

DSA Masonry

DSA Shotcrete

Lead Inspector

NICET Level IV

NDT Level Two

Group 2

AWS-CWI

ICC Certified Structural Inspector

NICET Level III

Shear Wall/Floor System

Inspector

Building/Construction Inspector

Group 3

Geotechnical Driller

Soils/Asphalt

Earthwork Grading

Excavation and

Backfill

NICET Level II

Group 4

ACI

Drillers Helper

ICC Fireproofing

Proofload

Testing

Torque Testing

NDT Level One

*Shift Pay: A night shift is a shift which commences after 2:00 p.m. or before 4:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m.



**Oakdale Irrigation District
2018 Condor Earth Employee Rate List**

Last Name	First Name	Staff Type	Bill Rate
Arista	Laura	Technical Editor	\$ 75.00
Babcock	Lillian (Dolly)	Technical Editor	\$ 75.00
Belemecich	Gunner	Technician	\$ 80.00
Belt	David	Associate Geologist	\$ 142.00
Brandt	Sierra	Staff Engineer	\$ 127.00
Brandt	Sierra	PW Materials Technician (Group 4)	\$ 115.00
Brickner	Ruth	Administrative Assistant	\$ 70.00
Crum	Marc	Certified Engineering Geologist	\$ 185.00
Dewitt	Alex	Principal Geologist	\$ 205.00
Dornbush	Cavtlvn	Administrative Assistant	\$ 70.00
Felton	Suzanna	Staff Environmental Specialist	\$ 127.00
Fuller	Patricia	Technical Editor	\$ 75.00
Gallegos	Jim	Senior Materials Technician	\$ 90.00
Gallegos	Jim	PW Materials Technician (Group 1)	\$ 130.00
Gallegos	Jim	PW Materials Technician (Group 2)	\$ 125.00
Gallegos	Jim	PW Materials Technician (Group 3)	\$ 120.00
Gallegos	Jim	PW Materials Technician (Group 4)	\$ 115.00
Gamez	Jenaro	Senior Materials Technician	\$ 90.00
Gamez	Jenaro	PW Materials Technician (Group 1)	\$ 130.00
Gamez	Jenaro	PW Materials Technician (Group 2)	\$ 125.00
Gamez	Jenaro	PW Materials Technician (Group 3)	\$ 120.00
Gamez	Jenaro	PW Materials Technician (Group 4)	\$ 115.00
Garnica	Narciso	Senior Materials Technician	\$ 90.00
Garnica	Narciso	PW Materials Technician (Group 1)	\$ 130.00
Garnica	Narciso	PW Materials Technician (Group 2)	\$ 125.00
Garnica	Narciso	PW Materials Technician (Group 3)	\$ 120.00
Garnica	Narciso	PW Materials Technician (Group 4)	\$ 115.00
Gonzalez	Michelle	Administrative Assistant	\$ 70.00
Gray	Sue	Technical Editor	\$ 75.00
Harrell	Tiffany	Technical Editor	\$ 75.00
Izzo	Joseph	Staff Engineer	\$ 127.00
Izzo	Joseph	PW Materials Technician (Group 4)	\$ 115.00
Job	Robert	Senior Principal	\$ 230.00
Johnson	Jordan	Associate Environmental Specialist	\$ 142.00
Kennedy	John	Senior Materials Technician	\$ 90.00
Kennedy	John	PW Materials Technician (Group 1)	\$ 130.00
Kennedy	John	PW Materials Technician (Group 2)	\$ 125.00
Kennedy	John	PW Materials Technician (Group 3)	\$ 120.00
Kennedy	John	PW Materials Technician (Group 4)	\$ 115.00
Kentta	Emily	Staff Geologist	\$ 127.00
Kentta	Emily	PW Materials Technician (Group 4)	\$ 115.00
Kipf	Casey	Senior Geologist	\$ 175.00
Kipf	Micheline	Senior Geologist	\$ 175.00
Kositsky	Andrew	Senior Geotechnical Engineer	\$ 195.00
Kramer	John	Principal Geologist	\$ 205.00
Lane	John	Senior Geologist	\$ 175.00
Lewis	Scott	Senior Tunneling Consultant	\$ 220.00
Matison	Desirae	Administrative Assistant	\$ 70.00
McKinley	Kenneth	Draftsperson	\$ 95.00
Montgomery	James	GIS Analyst	\$ 145.00
Mulvey	Lucy	Staff Geologist	\$ 127.00
Narasimhan	Divya	Process Safety Management Specialist	\$ 145.00

**Oakdale Irrigation District
2018 Condor Earth Employee Rate List**

Last Name	First Name	Staff Type	Bill Rate
Northcutt	James	Certified Welding Inspector	\$ 105.00
Northcutt	James	PW Materials Technician (Group 1)	\$ 130.00
Northcutt	James	PW Materials Technician (Group 2)	\$ 125.00
Northcutt	James	PW Materials Technician (Group 3)	\$ 120.00
Northcutt	James	PW Materials Technician (Group 4)	\$ 115.00
Perry	Kristin	Administrative Assistant	\$ 70.00
Peterson	Brad	Project Director	\$ 195.00
Ramirez	Samuel	Technician	\$ 80.00
Saling	Robert	Resident Construction Inspector	\$ 145.00
Schaner	Daniel	Staff Geologist	\$ 127.00
Selvage	Rebecca	Administrative Specialist	\$ 100.00
Skaggs	Ronald	Principal Engineer	\$ 205.00
Solow	Zach	Technician	\$ 80.00
Tarantino	Kim	Project Coordinator	\$ 100.00
Taylor	Gregory	Senior Process Safety Management Specialist	\$ 170.00
White	Kyle	Associate Geologist	\$ 142.00
White	Kyle	PW Materials Technician (Group 1)	\$ 130.00
Wilden	Elizabeth	Administrative Specialist	\$ 100.00
Wood	Herbert	Associate Geologist	\$ 142.00
Wood	Herbert	PW Materials Technician (Group 4)	\$ 115.00
Workman	Stewart	Process Safety Management Specialist	\$ 145.00
Korbin	Gregg	Specialty Consultant/Tunnel	\$ 275.00
Gowring	Michael	Specialty Consultant/Construction Cost/Tunnel	\$ 275.00
Dailey	John	Senior Geotechnical Engineer	\$ 195.00
Remington	Todd	Senior Engineer	\$ 175.00

Exhibit "B"
Oakdale Irrigation District
2016 Condor Earth Technologies, Inc. Employee Rate List
Effective July 1, 2016

Handwritten initials: JJK

Last Name	First Name	Staff Type	Bill Rate	PW 2017
Arista	Laura	Technical Editor	\$ 70.00	
Babcock	Lillian (Dolly)	Technical Editor	\$ 70.00	
Belemecich	Gunner	Technician	\$ 75.00	
Belt	David	Associate Geologist	\$ 135.00	
Crum	Marc	Senior Geologist	\$ 165.00	
White White	Kyle	Staff Geologist	\$ 120.00	
Dewitt	Alex	Senior Geologist	\$ 165.00	
Felton	Suzanna	Staff Environmental Specialist	\$ 120.00	
Fuller	Patricia	Technical Editor	\$ 70.00	
Garnica	Narciso	Senior Materials Technician	\$ 85.00	
Garnica	Narciso	PW Materials Technician (Group 1)	\$ 119.00	\$ 121.00
Garnica	Narciso	PW Materials Technician (Group 2)	\$ 113.00	\$ 115.00
Garnica	Narciso	PW Materials Technician (Group 3)	\$ 100.00	\$ 102.00
Garnica	Narciso	PW Materials Technician (Group 4)	\$ 93.00	\$ 95.00
Gonzalez	Michelle	Administrative Assistant	\$ 65.00	
Gray	Sue	Technical Editor	\$ 70.00	
Harrell	Tiffany	Technical Editor	\$ 70.00	
Jackson	Karen	Staff Geologist	\$ 120.00	
Job	Robert	Senior Principal	\$ 220.00	
Johnson	Jordan	Staff Environmental Specialist	\$ 120.00	
Kennedy	John	Senior Materials Technician	\$ 85.00	
Kennedy	John	PW Materials Technician (Group 1)	\$ 119.00	\$ 121.00
Kennedy	John	PW Materials Technician (Group 2)	\$ 113.00	\$ 115.00
Kennedy	John	PW Materials Technician (Group 3)	\$ 100.00	\$ 102.00
Kennedy	John	PW Materials Technician (Group 4)	\$ 93.00	\$ 95.00
Kentta	Emily	Staff Geologist	\$ 120.00	
Kipf	Casey	Senior Geologist	\$ 165.00	
Kipf	Micheline	Senior Geologist	\$ 165.00	
Kositsky	Andrew	Senior Geotechnical Engineer	\$ 185.00	
Kramer	John	Principal Geologist	\$ 195.00	
Lane	John	Senior Geologist	\$ 165.00	
Lewis	Scott	Senior Tunneling Consultant	\$ 200.00	
Matson	Desirae	Administrative Assistant	\$ 65.00	
McKinley	Kenneth	Draftsperson	\$ 90.00	
Montgomery	James	GIS Analyst	\$ 110.00	
Mulvey	Lucy	Staff Environmental Specialist	\$ 120.00	
Narasimhan	Divya	Process Safety Management Specialist	\$ 140.00	
Northcutt	James	Certified Welding Inspector	\$ 100.00	
Northcutt	James	PW Materials Technician (Group 1)	\$ 119.00	\$ 121.00
Northcutt	James	PW Materials Technician (Group 2)	\$ 113.00	\$ 115.00
Northcutt	James	PW Materials Technician (Group 3)	\$ 100.00	\$ 102.00
Northcutt	James	PW Materials Technician (Group 4)	\$ 93.00	\$ 95.00
Pena	Marian	Staff Engineer	\$ 120.00	
Ramirez	Samuel	Technician	\$ 75.00	
Rodgers	Matthew	Technician	\$ 75.00	
Schaner	Daniel	Staff Geologist	\$ 120.00	
Selvage	Rebecca	Administrative Specialist	\$ 95.00	
Skaggs	Ronald	Principal Engineer	\$ 195.00	
Straka	Kristin	Administrative Assistant	\$ 65.00	
Tarantino	Kim	Project Coordinator	\$ 85.00	
Wilden	Elizabeth	Administrative Assistant	\$ 65.00	
Wood	Herbert	Associate Geologist	\$ 135.00	
Workman	Stewart	Process Safety Management Specialist	\$ 140.00	
Korbin	Gregg	Specialty Consultant/Tunnel	\$ 250.00	
Gowring	Michael	Specialty Consultant/Construction Cost/Tunnel	\$ 250.00	
Remington	Todd	Senior Engineer	\$ 145.00	

**CONDOR EARTH TECHNOLOGIES, INC.
PREVAILING WAGE SCHEDULE OF FEES
AUGUST 2016 THROUGH JUNE 2017**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal	220.00
Principal Engineer/Geologist.....	195.00
Project/Senior Manager	160.00
TECHNICAL	
Senior Tunneling Consultant.....	200.00
Senior Geotechnical Engineer	185.00
Certified Hydrogeologist/Engineering Geologist.....	175.00
Senior Geologist/Engineer/Environmental Specialist	165.00
Associate Geologist/Engineer/Environmental Specialist	135.00
Staff Geologist/Engineer/Environmental Specialist.....	120.00
Engineering Assistant.....	100.00
Field Environmental Services (Group 2).....	111.00
Draftsperson	90.00
MATERIALS TESTING	
Material Technician (Group 1).....	119.00
Material Technician (Group 2).....	113.00
Material Technician (Group 3).....	100.00
Material Technician (Group 4).....	93.00
Senior Materials Technician (non-PW).....	85.00
SUPPORT STAFF	
MTSI Project/Laboratory Manager	105.00
Administrative Specialist.....	95.00
Project Coordinator	85.00
Technical Editor	70.00
Administrative Assistant	65.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime).....	(1.3 times base rate)
Double-time (all Sundays and Holidays).....	(1.7 times base rate)
Litigation Support.....	250.00 – 350.00

NON-LABOR CHARGES

Vehicle charge: \$100 per day
 Laboratory Charges per Condor Laboratory Fee Schedule
 Billable Field Equipment per Condor Billable Field Equipment Schedule

OUT-OF-POCKET EXPENSES

Billed at cost plus 10% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS GROUP CLASSIFICATIONS

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	Proofload
NICET Level IV	Building/Construction Inspector	NICET Level II	Testing
NDT Level Two			Torque Testing
			NDT Level One



**CONDOR EARTH TECHNOLOGIES, INC.
PREVAILING WAGE SCHEDULE OF FEES
JULY 2017 THROUGH END OF PROJECT**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal	220.00
Principal Engineer/Geologist.....	195.00
Project/Senior Manager	160.00
TECHNICAL	
Senior Tunneling Consultant.....	200.00
Senior Geotechnical Engineer	185.00
Certified Hydrogeologist/Engineering Geologist.....	175.00
Senior Geologist/Engineer/Environmental Specialist	165.00
Associate Geologist/Engineer/Environmental Specialist	135.00
Staff Geologist/Engineer/Environmental Specialist	120.00
Engineering Assistant.....	100.00
Field Environmental Services (Group 2).....	113.00
Draftsperson	90.00
MATERIALS TESTING	
Material Technician (Group 1).....	121.00
Material Technician (Group 2).....	115.00
Material Technician (Group 3).....	102.00
Material Technician (Group 4).....	95.00
Senior Materials Technician (non-PW).....	85.00
SUPPORT STAFF	
MTSI Project/Laboratory Manager	105.00
Administrative Specialist.....	95.00
Project Coordinator	85.00
Technical Editor	70.00
Administrative Assistant	65.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime).....	(1.3 times base rate)
Double-time (all Sundays and Holidays).....	(1.7 times base rate)
Litigation Support.....	250.00 – 350.00

NON-LABOR CHARGES

Vehicle charge: \$100 per day
 Laboratory Charges per Condor Laboratory Fee Schedule
 Billable Field Equipment per Condor Billable Field Equipment Schedule

OUT-OF-POCKET EXPENSES

Billed at cost plus 10% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS GROUP CLASSIFICATIONS

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	Proofload
NICET Level IV	Building/Construction Inspector	NICET Level II	Testing
NDT Level Two			Torque Testing
			NDT Level One



BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 13
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 016 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-003 WITH CONDOR EARTH TECHNOLOGIES, INC. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 016

BACKGROUND AND/OR HISTORY:

Work Release No. 016 will allow Condor Earth Technologies, Inc. (Condor) to provide technical assistance related to the wide range of projects that could include engineering services and material testing services. The purpose of Work Release No. 016 is to provide an on-call authorization for Condor to respond quickly to needs identified by OID.

Condor will perform said on-call professional engineering services on a Time and Material basis for a Not to Exceed Amount of \$25,000.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 016 for on-call professional engineering services.

FISCAL IMPACT: Not to Exceed Amount - \$25,000.00

ATTACHMENTS:

- Work Release No. 016 including Exhibit "A"
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release #016
On-Call Services

Background

Oakdale Irrigation District (OID) has requested Condor Earth Technologies, Inc. (Condor) continued technical assistance related to the wide range of projects that could include engineering services and material testing services. The purpose of Work Release #016 is to provide an on-call authorization for Condor to respond quickly to needs as identified by OID.

Scope of Work and Schedule

Work Release #016 authorizes budget for Condor to provide technical services on an on-call and time and materials basis. As such, there is not a specific scope of work. Specific services and schedules will be defined and agreed to by OID and Condor prior to initiating work.

Contractually, Condor's contact will be Mr. Jason Jones, OID Support Services Manager. Mr. Jones can be reached at his direct office number, (209) 840-5535.

Fee for Services

On-call services provided under Work Release #016 will be provided on a time and materials basis not to exceed \$25,000.

Terms and Conditions:

All Terms and Conditions for Work Release #016 will remain in effect as identified in the **Professional Services Agreement 2009-PSA-003**.

Oakdale Irrigation District

Condor Earth Technologies, Inc.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

Exhibit "A"



CONDOR EARTH
21663 Brian Lane, P.O. Box 3905
Sonora, CA 95370
209.532.0361
Fax 209.532.0773
www.condorearth.com

Condor Proposal No. 7712

December 22, 2017

Jason Jones
Support Services Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Subject: **2018 On-Call Services Work Release**

Dear Mr. Jones:

Condor Earth (Condor) appreciates the interest of Oakdale Irrigation District in providing an On-Call Services Work Release for Condor. Materials testing and special inspection services will be scheduled directly through Dolly Babcock (209.984.7020), our MTSI Dispatcher. Other services will be coordinated through Kim Tarantino (209.536.7367), our Project Coordinator.

Condor has updated our Prevailing Wage Schedule of Fees and Employee Rate List, both dated 2018. The new rates will apply to new projects; current projects underway will be charged the rates that were agreed to at time of execution of those Work Releases. Condor will continue to honor our 10 percent markup and vehicle charges (\$100/day) as agreed to in previous contracts with OID.

We understand that the updated rates will result in a revision to our Professional Services Agreement with OID and look forward to receiving that revision along with a Work Release for On Call Services work.

Condor looks forward to continuing to work with OID. Please contact us with any questions.

Respectfully,

CONDOR EARTH

Scott W. Lewis, CEG No. 1835
Principal Engineering Geologist
Project Manager

Ronald L. Skaggs, GE No. 2295
Principal Geotechnical Engineer
Vice President

Attachments

Prevailing Wage Schedule of Fees 2018
2018 Employee Rate List

**CONDOR EARTH
PREVAILING WAGE SCHEDULE OF FEES
2018**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal	230.00
Principal Engineer/Geologist.....	205.00
Project Director	195.00
Construction Manager	195.00
Project/Senior Manager	170.00
TECHNICAL	
Senior Tunneling Consultant.....	220.00
Senior Geotechnical Engineer	195.00
Registered Geotechnical Engineer	185.00
Certified Hydrogeologist/Engineering Geologist.....	185.00
Senior Geologist/Engineer/Environmental Specialist	175.00
Senior Process Safety Management Specialist.....	170.00
Process Safety Management Specialist	145.00
Resident Construction Inspector.....	145.00
Associate Geologist/Engineer/Environmental Specialist	142.00
Staff Geologist/Engineer/Environmental Specialist.....	127.00
Field Environmental Specialist (Group 2).....	125.00
Engineering Assistant.....	105.00
AST Certified Inspector	130.00
Draftsperson	95.00
Senior Technician.....	90.00
Technician	80.00
MATERIALS TESTING	
Material Technician (Group 1).....	130.00
Material Technician (Group 2).....	125.00
Material Technician (Group 3).....	120.00
Material Technician (Group 4).....	115.00
Senior Materials Technician (non-PW).....	90.00
GIS	
GIS Administrator	165.00
GIS Programmer/Analyst.....	145.00
GIS Technician.....	120.00
SUPPORT STAFF	
MTSI Project/Laboratory Manager	110.00
Administrative Specialist.....	100.00
Project Coordinator	100.00
Technical Editor	75.00
Administrative Assistant	70.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime)	(1.3 times base rate)
Double-time (all Sundays and Holidays).....	(1.7 times base rate)
Shift Pay* (Night Shift).....	(1.3 – 1.7 times base rate)
Litigation Support.....	250.00 – 350.00



NON-LABOR CHARGES

Vehicle charge: \$100 per day

Laboratory Charges per Condor Laboratory Fee Schedule

Billable Field Equipment per Condor Billable Field Equipment Schedule

OUT-OF-POCKET EXPENSES

Billed at cost plus 10% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS GROUP CLASSIFICATIONS

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System	Excavation and	Proofload
NICET Level IV	Inspector	Backfill	Testing
NDT Level Two	Building/Construction Inspector	NICET Level II	Torque Testing
			NDT Level One

*Shift Pay: A night shift is a shift which commences after 2:00 p.m. or before 4:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m.



**Oakdale Irrigation District
2018 Condor Earth Employee Rate List**

Last Name	First Name	Staff Type	Bill Rate
Arista	Laura	Technical Editor	\$ 75.00
Babcock	Lillian (Dolly)	Technical Editor	\$ 75.00
Belemecich	Gunner	Technician	\$ 80.00
Belt	David	Associate Geologist	\$ 142.00
Brandt	Sierra	Staff Engineer	\$ 127.00
Brandt	Sierra	PW Materials Technician (Group 4)	\$ 115.00
Brickner	Ruth	Administrative Assistant	\$ 70.00
Crum	Marc	Certified Engineering Geologist	\$ 185.00
Dewitt	Alex	Principal Geologist	\$ 205.00
Dornbush	Cavtlyn	Administrative Assistant	\$ 70.00
Felton	Suzanna	Staff Environmental Specialist	\$ 127.00
Fuller	Patricia	Technical Editor	\$ 75.00
Gallegos	Jim	Senior Materials Technician	\$ 90.00
Gallegos	Jim	PW Materials Technician (Group 1)	\$ 130.00
Gallegos	Jim	PW Materials Technician (Group 2)	\$ 125.00
Gallegos	Jim	PW Materials Technician (Group 3)	\$ 120.00
Gallegos	Jim	PW Materials Technician (Group 4)	\$ 115.00
Gamez	Jenaro	Senior Materials Technician	\$ 90.00
Gamez	Jenaro	PW Materials Technician (Group 1)	\$ 130.00
Gamez	Jenaro	PW Materials Technician (Group 2)	\$ 125.00
Gamez	Jenaro	PW Materials Technician (Group 3)	\$ 120.00
Gamez	Jenaro	PW Materials Technician (Group 4)	\$ 115.00
Garnica	Narciso	Senior Materials Technician	\$ 90.00
Garnica	Narciso	PW Materials Technician (Group 1)	\$ 130.00
Garnica	Narciso	PW Materials Technician (Group 2)	\$ 125.00
Garnica	Narciso	PW Materials Technician (Group 3)	\$ 120.00
Garnica	Narciso	PW Materials Technician (Group 4)	\$ 115.00
Gonzalez	Michelle	Administrative Assistant	\$ 70.00
Gray	Sue	Technical Editor	\$ 75.00
Harrell	Tiffany	Technical Editor	\$ 75.00
Izzo	Joseph	Staff Engineer	\$ 127.00
Izzo	Joseph	PW Materials Technician (Group 4)	\$ 115.00
Job	Robert	Senior Principal	\$ 230.00
Johnson	Jordan	Associate Environmental Specialist	\$ 142.00
Kennedy	John	Senior Materials Technician	\$ 90.00
Kennedy	John	PW Materials Technician (Group 1)	\$ 130.00
Kennedy	John	PW Materials Technician (Group 2)	\$ 125.00
Kennedy	John	PW Materials Technician (Group 3)	\$ 120.00
Kennedy	John	PW Materials Technician (Group 4)	\$ 115.00
Kentta	Emily	Staff Geologist	\$ 127.00
Kentta	Emily	PW Materials Technician (Group 4)	\$ 115.00
Kipf	Casey	Senior Geologist	\$ 175.00
Kipf	Micheline	Senior Geologist	\$ 175.00
Kositsky	Andrew	Senior Geotechnical Engineer	\$ 195.00
Kramer	John	Principal Geologist	\$ 205.00
Lane	John	Senior Geologist	\$ 175.00
Lewis	Scott	Senior Tunneling Consultant	\$ 220.00
Matison	Desirae	Administrative Assistant	\$ 70.00
McKinley	Kenneth	Draftsperson	\$ 95.00
Montgomery	James	GIS Analyst	\$ 145.00
Mulvey	Lucy	Staff Geologist	\$ 127.00
Narasimhan	Divya	Process Safety Management Specialist	\$ 145.00

**Oakdale Irrigation District
2018 Condor Earth Employee Rate List**

Last Name	First Name	Staff Type	Bill Rate
Northcutt	James	Certified Welding Inspector	\$ 105.00
Northcutt	James	PW Materials Technician (Group 1)	\$ 130.00
Northcutt	James	PW Materials Technician (Group 2)	\$ 125.00
Northcutt	James	PW Materials Technician (Group 3)	\$ 120.00
Northcutt	James	PW Materials Technician (Group 4)	\$ 115.00
Perry	Kristin	Administrative Assistant	\$ 70.00
Peterson	Brad	Project Director	\$ 195.00
Ramirez	Samuel	Technician	\$ 80.00
Saling	Robert	Resident Construction Inspector	\$ 145.00
Schaner	Daniel	Staff Geologist	\$ 127.00
Selvage	Rebecca	Administrative Specialist	\$ 100.00
Skaggs	Ronald	Principal Engineer	\$ 205.00
Solow	Zach	Technician	\$ 80.00
Tarantino	Kim	Project Coordinator	\$ 100.00
Taylor	Gregory	Senior Process Safty Management Specialist	\$ 170.00
White	Kyle	Associate Geologist	\$ 142.00
White	Kyle	PW Materials Technician (Group 1)	\$ 130.00
Wilden	Elizabeth	Admistrative Specialist	\$ 100.00
Wood	Herbert	Associate Geologist	\$ 142.00
Wood	Herbert	PW Materials Technician (Group 4)	\$ 115.00
Workman	Stewart	Process Safety Management Specialist	\$ 145.00
Korbin	Gregg	Specialty Consultant/Tunnel	\$ 275.00
Gowring	Michael	Specialty Consultant/Construction Cost/Tunnel	\$ 275.00
Dailey	John	Senior Geotechnical Engineer	\$ 195.00
Remington	Todd	Senior Engineer	\$ 175.00

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 14
APN: N/A

SUBJECT: APPROVE AMENDMENT NO. 006 TO PROFESSIONAL SERVICES AGREEMENT 2011-PSA-008 WITH DAVIDS ENGINEERING, INC. FOR REVISED HOURLY RATE SCHEDULE

RECOMMENDED ACTION: Authorize General Manager to Execute Amendment No. 006

BACKGROUND AND/OR HISTORY:

The District has a Professional Services Agreement (PSA) with Davids Engineering, Inc. It is anticipated that Davids Engineering, Inc. will continue to provide technical support for the District. Exhibit "B" Hourly Billing Rate Schedule to the Professional Services Agreement has been revised and is attached for the Board's review along with a rate schedule summary. Rates will be effective January 1, 2018.

Staff recommends that the Board approve Amendment No. 006, effective January 1, 2018 and authorize the General Manager to execute Amendment No. 006 to amend Professional Services Agreement 2011-PSA-008.

FISCAL IMPACT: Unknown at this time

ATTACHMENTS:

- Contract Amendment No. 006 with Revised Exhibit "B"
- Rate Schedule Summary

Board Motion:

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

VOTE:

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

Action(s) to be taken:



**OAKDALE IRRIGATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
2011-PSA-008 - AMENDMENT NO. 006**

WITNESSETH THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT, made this 1st day of January, 2018, by and between Oakdale Irrigation District, hereinafter called the "District" and Davids Engineering, Inc. 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 "B"** Hourly Billing Rate Schedule to change the rates on Labor Classifications as reflected in **Exhibit "B" Revised** (attached).

Exhibit "B" has been revised and attached reflecting the above changes.

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.

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

OAKDALE IRRIGATION DISTRICT

DAVIDS ENGINEERING, INC.

Steve Knell, P.E.
General Manager

Name: Grant Davids, P.E.
Title: President

Date: _____

Date: _____

Exhibit "B"

Table 1

 Davids Engineering, Inc. Labor Rates Effective January 1, 2018	
Labor Classification	Hourly Rate
Sr. Principal Engineer	220.00
Principal Engineer	207.00
Supervising Engineer/Scientist	188.00
Senior Engineer/Scientist	172.00
Associate Engineer/Scientist II	159.00
Associate Engineer/Scientist I	151.00
Staff Engineer/Scientist II	141.00
Staff Engineer/Scientist I	126.00
Graduate Engineer/Scientist	108.00
Engineering Intern II	62.00
Engineering Intern I	41.00
Student Intern	21.00
Technical/Project Assistant	93.00
Secretary/Clerical II	85.00
Secretary/Clerical I	73.00

Note: labor rates are subject to revision at the beginning of each calendar year.

Table 2

 Davids Engineering, Inc. Vehicle and Equipment Rates Effective January 1, 2018	
Item	Rate
Automobiles	current federal rate
Field vehicle (4 x 4)	\$1.00/mile
SonTek RiverSurveyor M9 ADCP	\$275.00/day
SonTek FlowTracker Handheld ADVN	\$55.00/day
SCADA Equipment and Materials	at cost
Color plotter	\$6.50/sq. ft.

Note: equipment rates are subject to revision at the beginning of each calendar year.

Davids Engineering, Inc
 2011-PSA-008

Rate Schedule

Classification	2011	2012	2013	2015	2016	2017	2018	Avg Annual % Increase Since 2011
Sr. Principal Engineer	\$ 198	\$ 200	\$ 200	\$ 206	\$ 210	\$ 215	\$ 220	1.59%
Principal Engineer	\$ 175	\$ 180	\$ 185	\$ 193	\$ 197	\$ 202	\$ 207	2.61%
Supervising Engineer/Scientist	\$ 157	\$ 162	\$ 167	\$ 175	\$ 179	\$ 183	\$ 188	2.82%
Senior Engineer/Scientist	\$ 144	\$ 149	\$ 153	\$ 161	\$ 164	\$ 168	\$ 172	2.78%
Associate Engineer/Scientist II	\$ 134	\$ 138	\$ 142	\$ 149	\$ 152	\$ 155	\$ 159	2.67%
Associate Engineer/Scientist I	\$ 126	\$ 130	\$ 134	\$ 141	\$ 144	\$ 147	\$ 151	2.83%
Staff Engineer/Scientist II	\$ 118	\$ 120	\$ 125	\$ 132	\$ 135	\$ 138	\$ 141	2.78%
Staff Engineer/Scientist I	\$ 106	\$ 108	\$ 112	\$ 118	\$ 120	\$ 123	\$ 126	2.70%
Graduate Engineer/Scientist	\$ 94	\$ 95	\$ 98	\$ 101	\$ 103	\$ 105	\$ 108	2.13%
Technical/Project Assistant	\$ 79	\$ 80	\$ 82	\$ 87	\$ 89	\$ 91	\$ 93	2.53%
Secretary/Clerical II	\$ 71	\$ 72	\$ 75	\$ 79	\$ 81	\$ 83	\$ 85	2.82%
Secretary/Clerical I	\$ 61	\$ 62	\$ 64	\$ 68	\$ 69	\$ 71	\$ 73	2.81%
Engineering Intern I	N/A	\$ 36	\$ 36	\$ 39	\$ 40	\$ 40	\$ 41	2.31%
Engineering Intern II					\$ 60	\$ 60	\$ 62	N/A
Student Intern					\$ 20	\$ 20	\$ 21	<u>N/A</u>
					Average			2.57%

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 15
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 009 TO PROFESSIONAL SERVICES AGREEMENT 2011-PSA-008 WITH DAVIDS ENGINEERING, INC. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 009

BACKGROUND AND/OR HISTORY:

Work Release No. 009 will allow Davids Engineering, Inc. to provide continued technical assistance related to the wide range of projects that could include engineering services and water resource planning activities. The purpose of Work Release No. 009 is to provide an on-call authorization for Davids Engineering to respond quickly to needs identified by OID.

Davids Engineering will perform said on-call professional engineering services on a Time and Material basis for a Not to Exceed Amount of \$20,000.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 009 for on-call professional engineering services.

FISCAL IMPACT: Not to Exceed Amount - \$20,000.00

ATTACHMENTS:

- Work Release No. 009
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release #009
On-Call Engineering Services

Background

Oakdale Irrigation District (OID) has requested Davids Engineering's continued technical assistance related to the wide range of projects that could include engineering services and water resources planning activities. The purpose of Work Release #009 is to provide an on-call authorization for Davids Engineering to respond quickly to needs as identified by OID.

Scope of Work and Schedule

Work Release #009 authorizes budget for Davids Engineering to provide technical services on an on-call and time and materials basis. As such, there is not a specific scope of work. Specific services and schedules will be defined and agreed to by OID and Davids Engineering prior to initiating work.

Contractually, Davids Engineering's contact will be Mr. Eric Thorburn, P.E., Water Operations Manager. Mr. Thorburn can be reached at his direct office number, (209) 840-5525.

Fee for Services

On-call services provided under Work Release #009 will be provided on a time and materials basis not to exceed \$20,000.

Terms and Conditions:

All Terms and Conditions for Work Release #009 will remain in effect as identified in the **Professional Services Agreement 2011-PSA-008**.

Oakdale Irrigation District

Davids Engineering, Inc.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: Grant Davids, P. E.

Title: General Manager

Title: President

Date: _____

Date: _____

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 16
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 071 TO PROFESSIONAL SERVICES AGREEMENT 2009-PSA-015 WITH GIULIANI & KULL, INC. FOR PROFESSIONAL SERVICES TO STAKE THE WILLS PIPELINE EASEMENT THROUGH APNS: 002-063-052/053/055

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 071

BACKGROUND AND/OR HISTORY:

Work Release No. 071 will allow Giuliani & Kull to provide the necessary research, calculations, fieldwork and drafting to determine the easement for the Wills Pipeline within the parcels noted. Giuliani and Kull will mark the westerly easement in the field with wood hubs and lath at all angle points and intervals not to exceed 250'.

Giuliani & Kull will perform said professional services on a Time and Material basis for an estimated amount of \$3,000.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 071 for professional services as described above.

FISCAL IMPACT: Estimated Amount \$3,000.00

ATTACHMENTS:

- Work Release No. 071 including Exhibit "A"
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release #071

Wills Pipeline – Easement Staking **APN: 002-063-052/053/055**

Description

The Oakdale Irrigation District (OID) requires Giuliani & Kull to stake the westerly easement for the Wills Pipeline. Giuliani & Kull will perform the necessary research, calculations, field work and drafting to determine the easement for the Wills Pipeline within the parcels noted above and will mark the westerly easement in the field with wood hubs and lath at all angle points and intervals not to exceed 250'. See the attached Exhibit "A" for details, inclusions and exclusions.

Pricing & Schedule

Pricing to perform the Scope of Work described will be on a Time & Materials basis using the Hourly Rates in accordance with 2009-PSA-015 with an estimated cost as follows.

Estimated Total: \$ 3,000.00

The Work is to start and be completed as soon as possible.

Terms and Conditions:

All Terms and Conditions for Work Release No. 071 will remain in effect as identified in the **Professional Services Agreement 2009-PSA-015**.

Oakdale Irrigation District

Giuliani & Kull, Inc.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: Bill Kull

Title: General Manager

Title: President

Date: _____

Date: _____

Exhibit "A"



December 19, 2017

Eric Thorburn
Oakdale Irrigation District
1205 E. F Street
Oakdale, CA 95361

Subject: Proposal for Surveying Services
Wills Pipeline Easement Staking

Dear Mr. Thorburn:

We are pleased to offer the attached estimate for surveying services associated with staking the irrigation easement for the Wills Pipeline. A scope of services is attached for your review.

We look forward to working with you on this project.

Sincerely,

GIULIANI & KULL, INC.

Kevin S. Cole, P.L.S.
P.L.S. 8853

AGREEMENT

ESTIMATE FOR SURVEYING SERVICES

SITE

Stanislaus County Assessor's Parcel Numbers:

- 002-063-052
- 002-063-053
- 002-063-055

CLIENT

Oakdale Irrigation District

Contact: Eric Thorburn

1205 E. F Street

Oakdale, CA 95361

(209) 847-0341

CONSULTANT

Giuliani & Kull, Inc.

440 S. Yosemite Avenue, Suite A

Oakdale, CA 95361

(209) 847-8726

This agreement entered into in Oakdale, California hereby binds the Client and Consultant to the following Scope of Services and Compensation:

SCOPE OF SERVICES

The following scope of services is offered for providing easement staking for the Wills Pipeline easement as described below.

Task 1 – Easement Staking

Consultant will provide one set of survey stakes for the westerly line of the Wills Pipeline Easement. We intend to stake each angle point and points in-between (not to exceed 250' intervals).

SERVICES NOT INCLUDED

The following services are specifically not included as a part of the consultants work effort under this contract:

- Environmental documents, reports or studies
- Architectural, landscape architecture or structural services
- Utility design for gas, sewer, water, electric or phone
- Payment of fees associated with the herein described scope of work
- Pump and Structure Design
- Geotechnical, Well, & Septic System Design

The above listing is not intended to be exhaustive and shall not be construed to include any work as offered under this proposal except as specifically identified in the Scope of Services.

CLIENT PROVIDED DATA

The following data information and materials are to be provided by the Client:

- Payment of application, permitting fees, plan checking, and/or recording fees
- Access to the site for survey work
- Any additional information available regarding the project (Deeds, Title Report)

COST OF SERVICES

The cost of the professional services described in the Scope of Services are estimated as follows:

Wills Pipeline Easement Staking

Stake Westerly Easement line

\$3,000.00


TERMS

The services described herein will be provided in accordance with the existing Professional Services Agreement. Work performed will be billed in accordance with our Schedule of Hourly Rates as approved by the Oakdale Irrigation District Board of Directors.

If this proposal is acceptable, please provide written authorization to proceed at your earliest convenience. We look forward to working with you on this project.

Respectfully submitted,

Accepted,



Kevin S. Cole, P.L.S.
Giuliani & Kull, Inc.
PLS#8853

Title: _____
Date: _____

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 17
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 037 TO GENERAL SERVICES AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR CUTTING, BENDING, AND PLACEMENT OF REBAR FOR ONE (1) EA. CONSTANT HEAD ORIFICE STRUCTURE LOCATED ON THE LOWER COMETA LATERAL

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 037

BACKGROUND AND/OR HISTORY:

Work Release No. 037 will allow Northern Steel, Inc. to furnish all necessary labor, tools, equipment, transportation, and materials for the cutting, bending and placement of rebar for one (1) ea. constant head orifice structure located on the Lower Cometa Lateral. The Work will be performed on a lump sum basis and completed by March 1, 2018.

Staff recommends that the Board authorize the General Manager to execute the Work Release No. 037 for General Services Agreement 2013-GSA-032 for the furnishing, cutting, bending, and placement of rebar. For the inclusions and exclusions see the attached Exhibit "A" for details.

FISCAL IMPACT: \$1,420.00

ATTACHMENTS:

- Work Release No. 037 w/ Exhibit "A"
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release No. 037

**Supply Rebar and Tie in Place for One (1) ea.
Constant Head Orifice Structure located on the
Lower Cometa Lateral OID Project No. 2018-004**

Scope of Work

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

Lump Sum Amount: \$ 1,420.00

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

Schedule

The Schedule will be for the Work to be performed and completed before March 1, 2018. The OID contact will be Mr. Jason Jones, Support Services Manager who will coordinate the work. Mr. Jones can be contacted at his office, the telephone number is (209) 840-5535, or at his cell phone number (209) 495-3672.

Terms and Conditions

All Terms and Conditions identified in **General Services Agreement 2013-GSA-032** will remain in effect for Work Release No. 037.

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

Oakdale Irrigation District

Northern Steel, Inc.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: Michael Jackson

Title: General Manager

Title: CFO

Date: _____

Date: _____



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

Date: 12/12/2017
Customer: Oakdale Irrigation District
1205 East "F" Street
Oakdale, CA 95361
Notes: Office Headwall Turnout

Material Estimate

Description	Total						
Unsure of size of box I based it on 5' x 10' x 7'	1,420.00						
TERMS: This estimate is good for 30 days. All prices are FOB our yard unless otherwise specified. To accept this estimate and begin fabrication please sign here and fax it back to us. Please note that our terms of sale are NET 30. All accounts are due on the 10th of the month following issuance of their monthly statement. Past due accounts will be charged a finance charge at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%. Fabrication of our work will not begin until this form has been faxed back to us with an authorizing signature.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 75%;">Subtotal</td> <td style="width: 25%; text-align: right;">\$1,420.00</td> </tr> <tr> <td>Sales Tax (8.375%)</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$1,420.00</td> </tr> </table>	Subtotal	\$1,420.00	Sales Tax (8.375%)	\$0.00	Total	\$1,420.00
Subtotal	\$1,420.00						
Sales Tax (8.375%)	\$0.00						
Total	\$1,420.00						
<table style="width: 100%;"> <tr> <td style="width: 50%;"> Authorized By: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Signature Date </div> </td> <td style="width: 50%;"> PO Number: _____ </td> </tr> </table>		Authorized By: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Signature Date </div>	PO Number: _____				
Authorized By: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Signature Date </div>	PO Number: _____						

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 18
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 038 TO GENERAL SERVICES AGREEMENT 2013-GSA-032 WITH NORTHERN STEEL, INC. FOR CUTTING, BENDING, AND PLACEMENT OF REBAR FOR ONE (1) EA. STANDARD CONTROL STRUCTURE LOCATED ON THE EAST THALHEIM PIPELINE

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 038

BACKGROUND AND/OR HISTORY:

Work Release No. 038 will allow Northern Steel, Inc. to furnish all necessary labor, tools, equipment, transportation, and materials for the cutting, bending and placement of rebar for one (1) ea. standard control structure located on the East Thalheim Pipeline. The Work will be performed on a lump sum basis and completed by March 1, 2019.

Staff recommends that the Board authorize the General Manager to execute the Work Release No. 038 for General Services Agreement 2013-GSA-032 for the furnishing, cutting, bending, and placement of rebar. For the inclusions and exclusions see the attached Exhibit "A" for details.

FISCAL IMPACT: \$2,360.00

ATTACHMENTS:

- Work Release No. 038 w/ Exhibit "A"

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release No. 038

**Supply Rebar and Tie in Place for One (1) ea.
Standard Control Structure located on the
East Thalheim Pipeline – OID #2017-021**

Scope of Work

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

Lump Sum Amount: \$ 2,360.00

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

Schedule

The Schedule will be for the Work to be performed and completed before March 1, 2019. The OID contact will be Mr. Jason Jones, Support Services Manager who will coordinate the work. Mr. Jones can be contacted at his office, the telephone number is (209) 840-5535, or at his cell phone number (209) 495-3672.

Terms and Conditions

All Terms and Conditions identified in **General Services Agreement 2013-GSA-032** will remain in effect for Work Release No. 035.

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

Oakdale Irrigation District

Northern Steel, Inc.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: Michael Jackson

Title: General Manager

Title: CFO

Date: _____

Date: _____



Exhibit "A"

NSI

NORTHERN STEEL, INC.

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

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

Date: 12/14/2017

Job Name: Thalheim #2017-021 Control Structure

Plan Date:

Addenda:

BID PROPOSAL

Material & Labor Price	Total
Tie in place one 10' x 6'-4" x 11' Control Structure based on 2 trips	2,360.00

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

Total \$2,360.00

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

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

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 19
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 005 TO GENERAL SERVICES AGREEMENT 2015-GSA-002 WITH SIERRA CONTROLS, LLC FOR TECHNICAL SUPPORT

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 005

BACKGROUND AND/OR HISTORY:

Work Release No. 005 will allow Sierra Controls to provide continued on-call technical support related to the wide range of projects related, but not limited to the ClearSCADA system. The purpose of Work Release No. 005 is to provide an on-call authorization for Sierra Controls to respond quickly to needs identified by OID. Sierra Controls has been providing technical support for the District since 2015 and in years previous.

Sierra Controls will perform said on-call technical support on a Time and Material basis for a Not to Exceed Amount of \$20,000.00. Staff recommends that the Board authorize the General Manager to execute the Work Release No. 005 for on-call technical support.

FISCAL IMPACT: Not to Exceed Amount - \$20,000.00

ATTACHMENTS:

- Work Release No. 005
-

Board Motion:

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

VOTE:

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

Action(s) to be taken:



Work Release No. 005

Technical Support

Scope of Work

OID will need to utilize Sierra Controls, LLC for technical support and assistance prior to and during the water season for the ClearSCADA system. The District will require Sierra Controls, LLC to provide technical assistance and services for the integration of added SCADA sites (SlipMeters, FlumeGates, etc.) into the ClearSCADA system. Also, there will be occasions when issues arise that are unfamiliar to the OID Staff and/or they are unable to resolve the issues in-house. The continuing training and support will allow OID to address any issues that arise and to customize the SCADA screens as desired and/or necessary throughout the year.

Pricing

Work will performed on a Time and Material basis using the rates identified in General Services Agreement 2015-GSA-002 for a total not to exceed amount.

Total Not to Exceed Amount: \$20,000.00

Schedule

Work will be on an as-needed basis, so a schedule cannot be defined. Oakdale Irrigation District's IT/SCADA Coordinator, Michael Ballinger will be the OID contact. Mr. Ballinger's contact numbers are as follows; Office (209) 840-5526 or Cell (209) 896-6887.

Payment

All invoices submitted for payment should have the General Services Agreement number as well as Work Release No. 005 identified on the invoice. All Terms and Conditions of the General Services Agreement, 2015-GSA-002 will be in effect for Work Release No. 005.

Oakdale Irrigation District

Sierra Controls, LLC.

By: _____

By: _____

Name: Steve Knell, P.E.

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 20
APN: N/A

SUBJECT: APPROVE GENERAL SERVICES AGREEMENT 2018-GSA-001 WITH TASHJIAN TOWERS CORPORATION FOR SCADA TOWER TECHNICAL SUPPORT AND SERVICES AND AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Authorize General Manager to Execute General Services Agreement 2018-GSA-001

BACKGROUND AND/OR HISTORY:

General Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant/vendor providing it services. The following consultant/vendor will be utilized by the District for services throughout the year. In order to be fully covered by their insurance for which we are listed as the additional insured, the District needs to have a signed contract. Staff has prepared a General Services Agreement for the following consultant/vendor:

Tashjian Towers Corporation

Staff recommends that the Board authorize the General Manager to execute General Services Agreement 2018-GSA-001 with Tashjian Towers Corporation.

FISCAL IMPACT: Unknown, as needed basis.

ATTACHMENTS:

- General Services Agreement 2018-GSA-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:



GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is effective as of January 9, 2018, (the "Effective Date") by and between the Oakdale Irrigation District, an irrigation district organized pursuant to Division 11 of the California Water Code (the "District"), with offices at 1205 East F Street, Oakdale, California (95361) and Tashjian Towers Corporation ("Contractor"), with offices at 2765 South Temperance Ave., Fowler, CA. 93625.

In consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services:** Contractor and the District agree that Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to undertake and complete in a first-class, expeditious, and workmanlike manner the work specifically described in the Scope of Work attached as **Exhibit "A" (the "Work") or Work Releases or Material Requisitions, signed by an authorized District Representative, issued for a specific defined Scope of Work.**
 - A. **Additional Services:** No additional services beyond those required by the Scope of Work shall be performed by Contractor unless the District shall, in writing, specifically direct such services to be performed. Absent compliance with the foregoing, Contractor shall neither have nor make a claim for additional compensation by reason of the additional services.
 - B. **Approval by Engineer:** If required, prior to the commencement of Work or installation of materials, Contractor shall have all material submittals, data sheets and materials approved by the District Engineer. If the Work is to be inspected by the District, Contractor will coordinate such inspection of the Work with the District Engineer.
2. **Independent Contractor Relationship:** Contractor's relationship with the District will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor is not the agent of the District and is not authorized to make any representation, contract, or commitment on behalf of the District. Contractor will not be entitled to any of the benefits which the District may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. The District will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Contractor is an independent contractor, the District will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Contractor agrees to accept exclusive liability for complying with all applicable state and

federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify and defend the District against any and all such taxes or contributions, including penalties and interest. Contractor warrants that, to the best of its knowledge, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement.

3. **Work Commencement and Completion:** Contractor shall provide insurance certificates and bonds to the District prior to the commencement of work or no later than five (5) days after the Effective Date, evidencing the insurance and bonds required by this Agreement. Contractor shall also provide material submittals, data sheets, and materials to the District no later than five (5) days after the Effective Date to be approved by the District. The District will issue a Work Release after its receipt and review, to its reasonable satisfaction, of such insurance certificates and other items as set forth in this paragraph. Contractor shall begin the Work within ten (10) days of Contractor's receipt of the Work Release but in no event prior to the issuance of the Work Release. Each Work Release associated with this Agreement may or may not have a Scope of Work identified in **Exhibit "A"**. Contractor shall prosecute the Work diligently to completion, and in all events shall complete the Work by the date identified in the Work Release, subject to delays approved by the District. The hours of work will generally be between 7:00 a.m. and 7:00 p.m., unless otherwise approved. Contractor shall submit a schedule, with Contractor's bid, detailing Contractor's proposed Work schedule and date of completion of the Work.
4. **Licensing:** If applicable, Contractor shall have and maintain a current and valid **California Contractors License and be registered with the Department of Industrial Relations** for the duration of the Work.

Contractor license # 885678 DIR #: 1000020337

5. **Payment:** The District will pay Contractor pursuant to the Rate Schedule attached as **Exhibit "B"** or per the pricing identified in each Work Release. All invoices for the Work are to be sent to the **District's accounts payable department** with the project name, or Work Release number, listed on the invoice. Payment shall be made for undisputed invoices within thirty (30) days of receipt by the District of the invoice. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but not later than seven (7) days after receipt by the District with an explanation setting forth the reasons in writing why the invoice is disputed. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. **PLEASE SUBMIT CERTIFIED PAYROLL AND A SIGNED CERTIFICATE OF COMPLIANCE WITH INVOICES FOR PROMPT PAYMENT, IF APPLICABLE.** If any other payment schedules are needed by Contractor, the Contractor must obtain approval before the project begins.
- A. **Equipment Rate and Material Purchases:** Any equipment or necessary material purchases, not shown in the Rate Schedule will be negotiated and identified on the Work Release issued for that particular Scope of Work. If costs for equipment on the Rate Schedule should increase by fifteen percent (15%), rates may be renegotiated at the District's discretion. For material purchases, a twenty percent (20%) mark-up can be applied for administrative costs and overheads. All material invoices must be supplied with the invoice for payment.

B. **Approval of Time and Material Work Releases:** If the scope of Work cannot be defined, the Work will be paid for on a Time and Material basis. All Time and Material Work will be recorded on approved Daily Extra Work form showing the labor, equipment usage and any material purchases. The Daily Extra Work form will be submitted to the District no later than 10:00 a.m. on the day following the Work for verification. All cost for Time and Material work must be submitted within thirty (30) days after said Work has been performed for payment. Cost submitted after the thirty (30) day period will be paid at the sole discretion of the District. If the Work is to be performed on a Time and Materials basis, all rates, including burden and benefit markups, not included in Exhibit "B" must be submitted and approved by the District prior to the start of Work.

C. **Final Payment:** The final payment to Contractor shall be made upon completion of the Work, and subsequent to the District's final inspection and approval of the Work. Contractor shall save and keep the District, the District's loan proceeds, if any, and the District's property free from all mechanics' and materialmen's liens, recorded affidavits of sums owed by Contractor, and all other liens and claims, legal or equitable, arising out of Contractor's Work hereunder. In the event such lien, affidavit or claim is filed by anyone claiming by, through, or under Contractor, Contractor shall remove and discharge the same within ten (10) days of the filing thereof. The District shall not be required to make the final payment to Contractor until all liens provided for herein are removed and/or discharged.

6. **Insurance and Bonds:** As more fully described below, Contractor shall maintain insurance with the following required coverage and minimum limits:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Workers' Compensation Coverage	Statutory Limits

Said insurance will be evidenced by certification filed with the District in a form satisfactory to the District and as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, its directors, officers, employees, agents, and volunteers**" as additional insureds.

Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) requires a Labor and Material Payment bond and a Faithful Performance bond from Contractor, each in the full amount of the price set forth in this Agreement for the Work from a surety company authorized to do business in the State of California. Contractor shall maintain the bonds throughout the duration of this Agreement and provide proof of said bonds at the request of the District.

7. **Commercial General Liability and Automobile Liability Insurance:** Contractor shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

- A. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
- i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
- B. **Limits:** Contractor shall maintain limits no less than the following limits:
- i. General liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
 - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- C. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
- i. The District, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
 - ii. For any claims related to the Work, Contractor's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by the District, shall be non-contributory.
 - iii. Any failure by Contractor to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
 - iv. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **Subrogation:** Contractor shall waive all rights of subrogation against the District.

8. **Workers' Compensation and Employer's Liability Insurance:** Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.
9. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
10. **Acceptability of Insurers:** Contractor shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by the District.
11. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Contractor under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to the District prior to Contractor starting the Work. Such Certificates of Insurance shall state that the District will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Contractor shall provide the District a certified copy of any and all applicable insurance policies upon request of the District.
12. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Contractor shall deliver all applicable renewal certificates to the District at least ten (10) days prior to the expiration date.
13. **Sub-Contractors:** In the event that Contractor employs other contractors (i.e., sub-contractors) as part of the Work covered by this Agreement, it shall be Contractor's sole responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified in this Agreement.
14. **Indemnity:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Contractor, Contractor's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Contractor, Contractor's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused solely and exclusively by District's sole negligence or willful misconduct or active negligence. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Contractor is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold District harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this

Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officers, employees, or authorized volunteers.

15. **Laws, Regulations and Permits:** Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Contractor shall be liable for all violations of the law in connection with Work furnished by Contractor. If Contractor observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing prior to proceeding with any Work in accordance therewith. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving written notice to the District, Contractor shall bear all costs arising therefrom.

16. **Safety:** Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
 - A. **Necessary Precautions:** Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses, and adequate facilities for the proper inspection and maintenance of all safety measures.
 - i. **Safeguarding Utilities.** Contractor shall be responsible for locating and safeguarding all utilities and if disturbed, disconnected or damaged, Contractor shall immediately notify the District and the utility. Contractor is responsible to notify Underground Services Alert (USA).
 - ii. **California Labor Code Section 6705.** In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be

prepared by a California Registered Civil or Structural engineer. As part of the plan, a note shall be included stating that the Registered Civil or Structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

- iii. **California Labor Code Section 1770.** Contractor, if applicable, shall pay Contractor's employees and agents not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations pursuant to Section 1770 of the California Labor Code. The rate shall be based on the prevailing rate of per diem wages at the time the actual work is performed. Copies of the prevailing rate of per diem wages are on file at the District offices and available to any interested party upon request or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

17. **Reuse of Work Products:** "District Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any work performed for the District under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a) Contractor intends to use in performing the Work under this Agreement, (b) is either owned solely by Contractor or licensed to Contractor with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the District Work Product shall be assigned to, and shall become, the exclusive property of the District and Contractor retains no rights to use the Work Product and agrees not to challenge the validity of the District's rights or ownership in the Work Product.

If Contractor has any rights to the District Work Product that cannot be assigned to the District, (a) Contractor unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against the District with respect to such rights, and agrees, at the District's request and expense, to consent to and join in any action to enforce such rights, and (b) Contractor unconditionally and irrevocably grants to the District during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

18. **Proprietary Information:** Contractor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the District's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the District's express written consent on a case-by-case basis. By way of illustration but not limitation,

“Proprietary Information” includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of the District. Notwithstanding the other provisions of this Agreement, nothing received by Contractor will be considered to be the District’s Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Contractor from a third party without confidential limitations, (3) it has been independently developed for Contractor by personnel or agents having no access to the District Proprietary Information, or (4) it was known to Contractor prior to its first receipt from the District. Contractor agrees not to disclose to the District, or bring into the District’s premises, or induce the District to use any confidential information that belongs to anyone other than the District or Consultant.

19. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement, Contractor agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with the District.
20. **Debris and Waste:** During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the District. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents. Debris generated from the Work shall be removed and disposed of by Contractor in a manner conforming to all statutes and ordinances unless otherwise specified.
21. **Personal Property Damage:** Contractor shall pay for any personal property damaged on the premises or located along access roadways as a result of Contractor’s operations.
22. **Underground and Aboveground Damages:** Contractor shall correct and restore all damages underground and aboveground, caused during the performance of the Work. If Contractor fails to correct or restore any of said damages, the District may make the necessary corrections and/or restorations to correct said damages and deduct the cost of said corrections and/or restorations from any payment due Contractor.
23. **Warranty:** Contractor warrants that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be of the highest quality, free from defects, improper workmanship, and materials, and will be installed in strict conformance with the Scope of Work, and any drawings and specifications provided by the District in connection with the Work. Contractor further agrees to correct all work defective in material and workmanship for a period of one (1) year from the date of final completion and acceptance by the District.

24. **Termination:** The District may terminate this Agreement for any reason and without any breach of Contractor upon thirty (30) days' prior written notice to Contractor.
- A. **Termination Upon Specific Occurrence.** The District may terminate this Agreement immediately upon the occurrence of any of the following:
- i. The breach of any terms or conditions of this Agreement by Contractor;
 - ii. The material default, by Contractor, under any rule, order, determination, ordinance, or law of any federal, state, county, or municipal authority;
 - iii. The termination or suspension of any licenses required to be maintained by Contractor under this Agreement; or
 - iv. The hiring of OID personnel on a temporary or part-time basis.
25. **Dispute Resolution:** To the extent required by applicable law, disputes arising between the Contractor and the Owner under or in connection with this Agreement shall be resolved in accordance with the provisions of Public Contract Code, Section 20104, incorporated herein by this reference.
26. **Miscellaneous:**
- A. Contracts in excess of Ten Thousand Dollars (\$10,000) shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District for a period of three (3) years after final payment.
 - B. Work performed on the District's Rural Water Systems or an Improvement District for which the District is trustee shall be performed in accordance with the District's Domestic Water Specification Manual.
 - C. Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) involving the excavation of any trench deeper than five (5) feet shall require the submission by Contractor and acceptance by the District or the District's Engineer in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
 - D. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.
 - E. Contractor may not assign its rights or obligations hereunder without the prior written consent of the District, which may be granted or withheld in the District's sole discretion.

- F. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. The parties agree that this Agreement and any amendments or exhibits hereto 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 shall be applied against any party.
- G. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the District and Contractor.
- H. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- I. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties also agree that this Agreement was made and entered into in Stanislaus County, California and that any breach of this Agreement will be deemed to have occurred in Stanislaus County, California.
- J. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- K. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the District for which there might be no adequate remedy at law, and the District is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed to be effective as of the Effective Date identified above.

OAKDALE IRRIGATION DISTRICT

TASHJIAN TOWERS CORPORATION

Name: Steve Knell, P.E.
Position: General Manager

Name: Karl Tashjian
Position: Owner

Date

Date

EXHIBIT "A"
SCOPE OF WORK

Each Scope of Work will be issued on a Work Release or Material Requisition with the Scope of Work and schedule defined.

All Work Releases over \$1,000 must be based on prevailing wage rates, if applicable.

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 21
APN: 063-027-064

SUBJECT: APPROVE ENCROACHMENT AND AGRICULTURAL DISCHARGE PERMITS ON THE RIVERBANK LATERAL (APN: 063-027-064 – THE SEPARATE PROPERTY TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST U/A/D 12/24/2008, THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, THE JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012)

RECOMMENDED ACTION:

BACKGROUND AND/OR HISTORY:

The landowner of the parcel noted above has submitted a request to encroach upon and discharge into the Oakdale Irrigation District (OID) Riverbank Lateral with one (1) 4" Sch. 40 PVC agricultural filter station backflush discharge pipeline. An Encroachment Permit and Agricultural Discharge Permit have been prepared for this agricultural filter station backflush discharge pipeline. OID staff has reviewed the project and recommends approval of the Encroachment and Agricultural Discharge Permits.

FISCAL IMPACT A Structure Review Application has been submitted to cover all District costs.

ATTACHMENTS:

- Encroachment Permit
 - Agricultural Discharge Permit
-

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:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APNs: 063-027-064

**ENCROACHMENT PERMIT
ON THE RIVERBANK LATERAL**

THIS ENCROACHMENT PERMIT executed this NINTH day of JANUARY, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and JOHN PETER BRICHETTO, TRUSTEE OF THE SEPARATE PROPERTY TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST U/A/D 12/24/2008, JOHN MICHAEL BRICHETTO AS TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOHN M. BRICHETTO AS TRUSTEE OF THE JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, AND JOSEPH P. BRICHETTO AS TRUSTEE OF THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on January 9, 2018, as shown in the Resolution attached hereto as **Exhibit "A."**

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

WHEREAS, OWNER'S property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER has title to the Subject Property and wishes to encroach upon the RIVERBANK LATERAL right-of-way with encroachments as follows:

OWNER neglect to promptly make repairs which impair the integrity and/or serviceability of DISTRICT facilities, DISTRICT may make repairs or have repairs made and OWNER shall pay all costs and expenses. Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, DISTRICT may request, upon 30 days notice, the removal or relocation of portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to DISTRICT.

For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Tom Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"



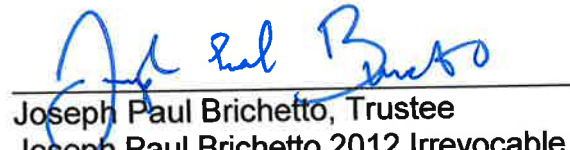
John Peter Brichetto, Trustee
Separate Property Trust of John Peter
Brichetto under the John and Jacqueline
Brichetto 2008 Revocable Trust
UAD May 7, 2008

12/11/17
Date



John Michael Brichetto, Trustee
John Michael Brichetto 2012 Irrevocable
Trust U/A/D 12/21/2012

12/17/17
Date



Joseph Paul Brichetto, Trustee
Joseph Paul Brichetto 2012 Irrevocable
Trust dated 12/21/2012

12/6/17
Date



John M. Brichetto, Trustee
John M. Brichetto 2012 Irrevocable
Trust U/A/D 12/21/2012

12/17/17
Date



Joseph P. Brichetto, Trustee
Joseph P. Brichetto 2012 Irrevocable
Trust dated 12/21/2012

12/6/17
Date

Mailing Address: P.O. Box 11600
Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

NOTARY

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 December 1, 2017 before me Denise Freiwald **Notary Public,**
personally appeared John Peter Bricchetto

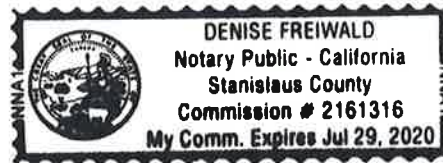
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Denise Freiwald
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 Dec 6, 2017 before me Carla Lillie **Notary Public,**
personally appeared Joseph Paul Bricchetto / Joseph P. Bricchetto

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

Carla Lillie
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 12/13/17 before me Carla Lillie, Notary Public,
personally appeared John Michael Bricchetto / John M. Bricchetto

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

Carla Lillie
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 _____, Notary Public,
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)

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-NIL**

ENCROACHMENT PERMIT ON THE RIVERBANK LATERAL

APN: 063-027-064

WHEREAS, JOHN PETER BRICHETTO, TRUSTEE OF THE SEPARATE PROPERTY TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST U/A/D 12/24/2008, JOHN MICHAEL BRICHETTO AS TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOHN M. BRICHETTO AS TRUSTEE OF THE JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, AND JOSEPH P. BRICHETTO AS TRUSTEE OF THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012 are the titled owners of the property located in the Southeast 1/4 of Section 9, the Southwest 1/4 of Section 10, the North 1/2 of Section 16, and the Northwest 1/4 of Section 15, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN PETER BRICHETTO, TRUSTEE OF THE SEPARATE PROPERTY TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST U/A/D 12/24/2008, JOHN MICHAEL BRICHETTO AS TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOHN M. BRICHETTO AS TRUSTEE OF THE JOHN M. BRICHETTO IRREVOCABLE TRUST U/A/D 12/21/2012, AND JOSEPH P. BRICHETTO AS TRUSTEE OF THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012 have requested an Encroachment Permit for:

1. One (1) 4" SCH. 40 PVC private agricultural filter station backflush discharge pipeline.

WHEREAS, the Encroachment Permit has been signed by the titled owners.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owners of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director _____ seconded by Director _____,
and duly submitted to the Board for its consideration, the above-titled Resolution was
adopted this ninth day of January, 2018.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

PARCEL NO. 1:

THAT PORTION OF PACIFIC PEA PACKING COMPANY COLONY, AS PER MAP FILED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS AND BEING SITUATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22 AND IN THE NORTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, RUNNING THENCE NORTH 30°21' WEST 38.6 FEET TO THE SOUTHEAST CORNER OF LOT 41 OF PACIFIC PEA PACKING COMPANY COLONY AND BEING INTERSECTION OF WEST LINE OF A 40 FOOT ROAD AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION THENCE RUNNING NORTH 0°52' EAST ALONG THE EAST LINE OF LOTS 41, 34, 30, 22 AND 18 AND BEING IN THE WEST LINE OF SAID KAUFMAN ROAD, A DISTANCE OF 2913.52 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 18, WHICH POINT IS NORTH 0°52' EAST 293.60 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 18; THENCE NORTH 74°09' WEST 2137.04 FEET; THENCE SOUTH 73°44' WEST 57.12 FEET; THENCE SOUTH 65°00' WEST 696.85 FEET; THENCE SOUTH 66°51' WEST 554.57 FEET, THENCE NORTH 89°32' WEST 105.37 FEET; THENCE SOUTH 41°17' WEST 271.61 FEET; THENCE SOUTH 29°43' WEST 130.08 FEET; THENCE SOUTH 29°15' WEST 186.13 FEET; THENCE SOUTH 87°37' WEST 209.13 FEET; THENCE SOUTH 10°48' WEST 616.10 FEET; THENCE SOUTH 57°13' WEST 660.01 FEET; THENCE SOUTH 38°32' WEST 605.02 FEET; THENCE SOUTH 10°13' WEST 24.62 FEET; THENCE SOUTH 25°57' EAST 369.80 FEET; THENCE SOUTH 38°40' WEST 345.68 FEET TO A POINT ON THE SOUTH LINE OF LOT 39 AND BEING ON THE NORTH LINE OF PATTERSON ROAD ABOVE REFERRED TO; THENCE SOUTH 87°55' EAST ALONG THE SOUTH BOUNDARY OF LOTS 39, 40, 36, 35 AND 41 AND BEING ALONG THE NORTH LINE OF SAID PATTERSON ROAD, A DISTANCE OF 4002.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST OF THE CITY AND COUNTY OF SAN FRANCISCO IN AND TO THOSE PORTION OF SAID LOTS INCLUDED IN THE LAND CONVEYED FROM PACIFIC PEA PACKING COMPANY, A CORPORATION, BY DEED DATED AUGUST 31, 1923 AND RECORDED SEPTEMBER 25, 1923 IN VOLUME 35 OF OFFICIAL RECORDS, PAGE 338 AND DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 32, 33, 34, 35, 36, 40, 41 AND 42 OF PACIFIC PEA PACKING COMPANY COLONY, INCLUDED WITHIN A STRIP OF LAND 110 FEET IN WIDTH, 55 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND SAID CENTER LINE PRODUCED NORTHEASTERLY AND SOUTHWESTERLY; BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, WHICH LINE IS ALSO THE WEST LINE OF COUNTY ROAD AND THE EAST LINE OF SAID LOT 32, DISTANT ALONG SAID LINE FOR THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 26, NORTH 0°54' WEST, 1193.1 FEET; THENCE FROM POINT OF BEGINNING, SOUTH 78°06' WEST 5507.8 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, WHICH LINE IS ALSO THE CENTER LINE OF COUNTY ROAD, DISTANCE ALONG SAID LINE FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 27, EASTERLY 2193 FEET.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF LOTS 30, 34 AND 41 OF THE HEREIN DESCRIBED PROPERTY, KNOWN AS THE "HOMESITE PARCEL", BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

COMMENCING AT THE TWO-INCH PIPE MARKING THE EAST QUARTER SECTION CORNER OF SECTION 27 AT THE INTERSECTION OF PATTERSON AND KAUFMAN ROADS; THENCE NORTH 60° 52' EAST 708.84 FEET ALONG THE SECTION LINE IN KAUFMAN ROAD TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE HETCH-HETCHY WATER SERVICE 110 FOOT RIGHT-OF-WAY OF THE CITY AND COUNTY OF SAN FRANCISCO, SAID POINT IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 80° 09' 55" WEST 548.05 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 52' 11" EAST 1128.88 FEET TO THE SOUTHERLY LINE OF AN EASEMENT 30 FEET IN WIDTH LYING 18 FEET ON EACH SIDE OF THE CENTERLINE OF CAVILL DRAIN; THENCE ALONG SAID SOUTHERLY LINE SOUTH 46° 44' 45" EAST 178.93 FEET; THENCE SOUTH 20° 49' 55" EAST 160.00 FEET; THENCE NORTH 87° 20' 51" EAST 347.88 FEET TO THE EAST LINE OF SECTION 27 IN KAUFMAN ROAD; THENCE SOUTH 00° 52' WEST 779.16 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ANY PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN LOTS 24, 28, 37, 38, 39 AND 40 OF SAID PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE WEST 300 FEET OF THE SOUTH 654.89 FEET OF LOT 36 OF SAID PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

SAID PARCEL ALSO BEING SHOWN AS PARCEL "F" ON THAT CERTAIN RECORD OF SURVEY RECORDED FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS AT PAGE 85, STANISLAUS COUNTY RECORDS

ALSO EXCEPTING THEREFROM THE WEST 300.00 FEET OF LOTS 23, 29 AND 36 OF SAID PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE WEST 245.00 FEET OF THE EAST 357.78 FEET OF THE SOUTH 610.00 FEET OF LOT 36 OF SAID PACIFIC PEA PACKING COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

SAID PARCEL ALSO SHOWN AS PARCEL "G" ON THAT CERTAIN RECORD OF SURVEY RECORDED FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS AT PAGE 85, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE EAST 113.02 FEET OF LOT 36 AND THE WEST 132.22 OF LOT 35 OF THE SOUTH 610.00 FEET OF SAID LOTS OF SAID PACIFIC PEA PACKING COMPANY COLONY RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

SAID PARCEL ALSO SHOWN AS PARCEL "H" ON THAT CERTAIN RECORD OF SURVEY RECORDED FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS, PAGE 85, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, PARCEL 1 ACCORDING TO THAT CERTAIN PARCEL MAP FILED FOR RECORD ON DECEMBER 27, 1990 IN BOOK 43 OF PARCEL MAPS, AT PAGE 77, STANISLAUS COUNTY RECORDS AND BEING A PORTION OF LOTS 35 AND 41 OF PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOTS 35 AND 36 OF PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS, DESCRIBED IN THE DEED RECORDED APRIL 2, 1993, AS INSTRUMENT NO. 93-0032669-00, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "H", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS, AT PAGE 83, STANISLAUS COUNTY RECORDS, THENCE NORTH 0°43'56" EAST 539.98 FEET; THENCE SOUTH 89°54'49" EAST, 245.90 FEET; THENCE SOUTH 0°48'08" WEST 839.94 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "H"; THENCE NORTH 89°54'54" WEST, 245.24 FEET ALONG THE NORTH LINE OF SAID PARCEL "H" TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCE SHOWN IN THE ABOVE DESCRIPTION ARE THOSE SHOWN ON BOOK 20 OF SURVEYS, AT PAGE 86, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF LOT 36, ACCORDING TO MAP OF THE PACIFIC PEA PACKING COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "G", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS, AT PAGE 83, STANISLAUS COUNTY RECORDS; THENCE NORTH 0°43'56" EAST 539.94 FEET; THENCE SOUTH 87°54'49" EAST 245.41 FEET TO THE NORTHWEST CORNER OF THAT PARCEL CONVEYED TO GREGG R. BARTON BY DEED RECORDED APRIL 2, 1993, AS INSTRUMENT NO. 0032669, STANISLAUS COUNTY RECORDS; THENCE SOUTH 0°41'56" WEST 539.98 FEET ALONG THE WEST LINE OF SAID BARTON PROPERTY TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 87°57' WEST 245.52 FEET ALONG THE NORTH OF SAID PARCEL "G" TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCE SHOWN IN THE ABOVE DESCRIPTION ARE THOSE SHOWN ON BOOK 20 OF SURVEYS, AT PAGE 86, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM A PORTION LOT 35 OF THE PACIFIC PEA PACKING COLONY AS SHOWN UPON THAT CERTAIN OFFICIAL MAP THEREOF RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, LOCATED IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA, BEING SHOWN AS PARCEL "T" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED FEBRUARY 09, 1990 AS INSTRUMENT NO. 012660, STANISLAUS COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 35 OF THE ABOVE DESCRIBED SUBDIVISION, EXCEPTING THEREFROM THE WEST 132.22 FEET OF THE SOUTH 610 FEET, THE EAST 280.63 FEET OF THE SOUTH 610 FEET AND THE NORTH 699.96 FEET OF SAID LOT 35.

ALSO EXCEPTING THEREFROM A PORTION LOT 35 OF THE PACIFIC PEA PACKING COLONY AS SHOWN UPON THAT CERTAIN OFFICIAL MAP THEREOF RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, LOCATED IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA, BEING SHOWN AS PARCEL "J" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED FEBRUARY 09, 1990 AS INSTRUMENT NO. 012660, STANISLAUS COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 35 OF THE ABOVE DESCRIBED SUBDIVISION, EXCEPTING THEREFROM THE WEST 377.22 FEET OF THE SOUTH 610 FEET, THE EAST 35.63 FEET OF THE SOUTH 610 FEET AND THE NORTH 699.96 FEET OF SAID LOT 35.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 41 AS GRANTED TO TRAVIS HAWKINS AND JANELLE MCKIERNAN BY DEED RECORDED JUNE 9, 2003, AT INSTRUMENT NO. 92428, STANISLAUS COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE ALONG THE EASTERLY SECTION LINE THEREOF AND THE CENTERLINE OF KAUFMAN ROAD, SOUTH 00°52'34" WEST A DISTANCE OF 2367.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SECTION LINE AND KAUFMAN ROAD, SOUTH 00°52'34" WEST A

DISTANCE OF 252.53 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE 66 FOOT WIDE RIGHT OF WAY OF PATTERSON ROAD; THENCE ALONG SAID RIGHT OF WAY, NORTH 87°55' 30" WEST A DISTANCE OF 513.10 FEET; THENCE NORTH 00°52'34" EAST A DISTANCE OF 252.53 FEET; THENCE SOUTH 87°55'03" EAST A DISTANCE OF 513.10 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 41 AS GRANTED TO LOUIS S. RAMOS BY DEED RECORDED JUNE 12, 2003, AS INSTRUMENT NO. 94843, STANISLAUS COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE ALONG THE EASTERLY SECTION LINE THEREOF AND THE CENTERLINE OF KAUFMAN ROAD, SOUTH 00°52'34" WEST A DISTANCE OF 2057.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SECTION LINE AND SAID KAUFMAN ROAD, SOUTH 00°52'34" WEST A DISTANCE OF 309.48 FEET; THENCE NORTH 87°55'03" WEST A DISTANCE OF 513.10 FEET; THENCE NORTH 00°52'34" EAST A DISTANCE OF 201.90 FEET TO THE SOUTHERNMOST RIGHT OF WAY LINE OF THE 110 FOOT WIDE HETCH HETCHY RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 80°11'34" EAST A DISTANCE OF 522.03 FEET TO THE POINT OF BEGINNING.

A PORTION OF APN: 063-027-064

PARCEL NO. 2:

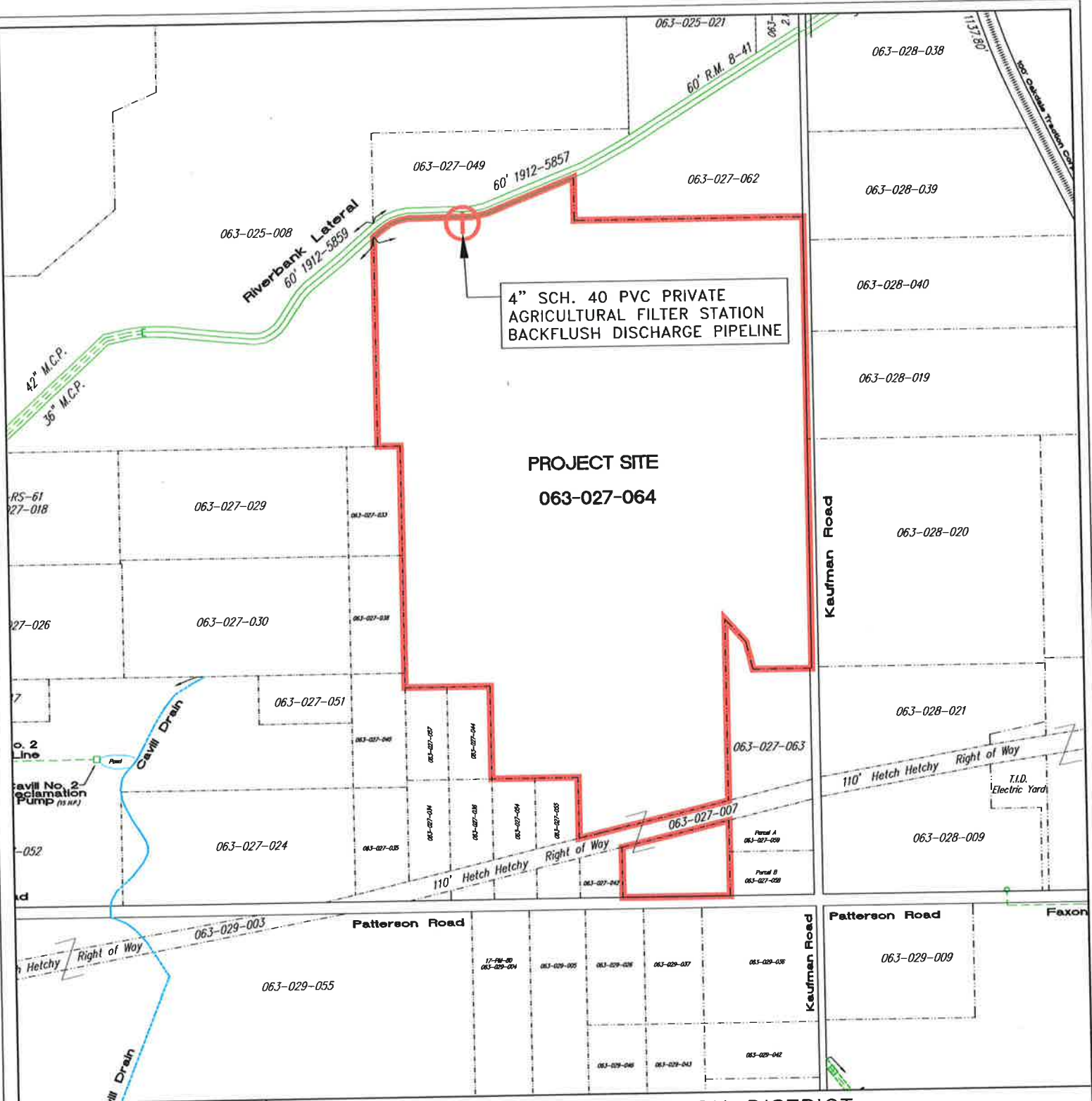
LOTS 15, 16, 17, 18 AND 23 OF THE PACIFIC PEA PACKING COMPANY COLONY, AS PER MAP FILED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, RUNNING THENCE NORTH 30°21' WEST 38.6 FEET TO THE SOUTHEAST CORNER OF LOT 41 OF PACIFIC PEA PACKING COMPANY COLONY AND BEING INTERSECTION OF WEST LINE OF A 40 FOOT KAUFMAN ROAD WITH NORTH LINE 66 FOOT COUNTY ROAD, KNOWN AS PATTERSON ROAD; THENCE RUNNING NORTH 0°52' EAST ALONG THE EAST LINE OF LOTS 41, 34, 30, 22 AND 18 AND BEING IN THE WEST LINE OF SAID KAUFMAN ROAD, A DISTANCE OF 2913.52 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 18, WHICH POINT IS NORTH 0°52' EAST 293.60 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 18, WHICH POINT IS THE POINT OF BEGINNING OF THE LINE HEREINBEFORE REFERRED TO; THENCE NORTH 74°09' WEST 1137.04 FEET; THENCE SOUTH 73°44' WEST 57.12 FEET; THENCE SOUTH 65°00' WEST 696.85 FEET; THENCE SOUTH 66°51' WEST 554.57 FEET; THENCE NORTH 89°32' WEST 105.37 FEET; THENCE SOUTH 41°17' WEST 271.61 FEET; THENCE SOUTH 29°43' WEST 130.08 FEET; THENCE SOUTH 29°15' WEST 186.13 FEET; THENCE SOUTH 87°37' WEST 209.13 FEET; THENCE SOUTH 10°48' WEST 616.10 FEET; THENCE SOUTH 57°13' WEST 660.01 FEET; THENCE SOUTH 38°32' WEST 605.02 FEET; THENCE SOUTH 10°13' WEST 24.62 FEET; THENCE SOUTH 25°57' EAST 369.80 FEET; THENCE SOUTH 38°40' WEST 345.66 FEET TO A POINT ON THE SOUTH LINE OF LOT 39 AND BEING ON THE NORTH LINE OF PATTERSON ROAD ABOVE REFERRED TO AND BEING THE END OF THE LINE HEREINBEFORE REFERRED TO. SAID LINE BEING THE BOUNDARY OF PROPERTY CONVEYED TO JACOB S. VAN DYKE, ET UX, BY DEED RECORDED SEPTEMBER 25, 1958, AS INSTRUMENT NO. 24013.

A PORTION OF APN: 063-027-064

END OF DESCRIPTION



OAKDALE IRRIGATION DISTRICT
 1205 EAST F STREET
 OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
 ENCROACHMENT PERMIT
 APN: 063-027-064



DATE: AUG. 25, 2017
 DRAWN BY: CMK
 CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE
 SHEET 1 of 1

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 063-027-064

**AGRICULTURAL DISCHARGE PERMIT
ON THE RIVERBANK LATERAL**

THIS AGRICULTURAL DISCHARGE PERMIT executed this NINTH day of JANUARY, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and JOHN PETER BRICHETTO, TRUSTEE OF THE SEPARATE PROPERTY TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST U/A/D 12/24/2008, JOHN MICHAEL BRICHETTO AS TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOHN M. BRICHETTO AS TRUSTEE OF THE JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, AND JOSEPH P. BRICHETTO AS TRUSTEE OF THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Agricultural Discharge Permit on January 9, 2018, as shown in the Resolution attached hereto as Exhibit "A."

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

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

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

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

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

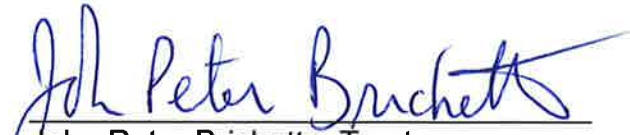
Tom Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

"OWNER"



John Peter Brichetto, Trustee
Separate Property Trust of John Peter
Brichetto under the John and Jacqueline
Brichetto 2008 Revocable Trust
UAD May 7, 2008

12/1/17

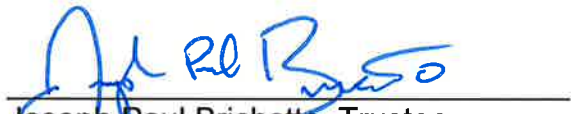
Date



John Michael Brichetto, Trustee
John Michael Brichetto 2012 Irrevocable
Trust U/A/D 12/21/2012

12/13/17

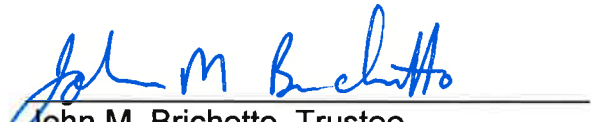
Date



Joseph Paul Brichetto, Trustee
Joseph Paul Brichetto 2012 Irrevocable
Trust dated 12/21/2012

12/6/17


Date



John M. Brichetto, Trustee
John M. Brichetto 2012 Irrevocable
Trust U/A/D 12/21/2012

12/13/17

Date



Joseph P. Brichetto, Trustee
Joseph P. Brichetto 2012 Irrevocable
Trust dated 12/21/2012

12/6/17

Date

Mailing Address: P.O. Box 11600
Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

NOTARY

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 December 1, 2017 before me Denise Freiwald, **Notary Public**,
personally appeared John Peter Bricchetto
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

Denise Freiwald
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 Dec. 6, 2017 before me Carla Lillie, **Notary Public**,
personally appeared Joseph Paul Bricchetto / Joseph P. Bricchetto
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

Carla Lillie
Signature

(Seal)



NOTARY

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 12/13/17 before me Carla Lillie **Notary Public,**
personally appeared John Michael Bricchetto / John M. Bricchetto
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

Carla Lillie
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 _____

On _____ before me _____ **Notary Public,**
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)

NOTARY

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 _____

On _____ before me _____ **Notary Public,**
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 _____

On _____ before me _____ **Notary Public,**
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)

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-NIL**

AGRICULTURAL DISCHARGE PERMIT ON THE RIVERBANK LATERAL

APN: 063-027-064

WHEREAS, JOHN PETER BRICHETTO, TRUSTEE OF THE SEPARATE PROPERTY TRUST OF JOHN PETER BRICHETTO UNDER THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST U/A/D 12/24/2008, JOHN MICHAEL BRICHETTO AS TRUSTEE OF THE JOHN MICHAEL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOSEPH PAUL BRICHETTO, AS TRUSTEE OF THE JOSEPH PAUL BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, JOHN M. BRICHETTO AS TRUSTEE OF THE JOHN M. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, AND JOSEPH P. BRICHETTO AS TRUSTEE OF THE JOSEPH P. BRICHETTO 2012 IRREVOCABLE TRUST U/A/D 12/21/2012, are the titled owners of the property located in the Southeast 1/4 of Section 22, and the Northeast 1/4 of Section 27, Township 2 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 4" SCH. 40 PVC PRIVATE AGRICULTURAL BACKFLUSH DISCHARGE PIPELINE on the RIVERBANK LATERAL, constructed in accordance with District Standard Details.

WHEREAS, the Agricultural Discharge Permit has been signed by the titled OWNER.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Agricultural Discharge Permit of the above-identified lands have been accepted by the titled OWNER of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Agricultural Discharge Permit in its entirety is incorporated by reference to this Resolution.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this ninth day of January, 2018.

OAKDALE IRRIGATION DISTRICT

Tom Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

PARCEL NO. 1:

THAT PORTION OF PACIFIC PEA PACKING COMPANY COLONY, AS PER MAP FILED SEPTEMBER 26, 1918 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS AND BEING SITUATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22 AND IN THE NORTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, RUNNING THENCE NORTH 30°21' WEST 38.6 FEET TO THE SOUTHEAST CORNER OF LOT 41 OF PACIFIC PEA PACKING COMPANY COLONY AND BEING INTERSECTION OF WEST LINE OF A 40 FOOT ROAD AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION THENCE RUNNING NORTH 0°52' EAST ALONG THE EAST LINE OF LOTS 41, 34, 30, 22 AND 18 AND BEING IN THE WEST LINE OF SAID KAUFMAN ROAD, A DISTANCE OF 2913.52 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 18, WHICH POINT IS NORTH 0°52' EAST 293.60 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 18; THENCE NORTH 74°09' WEST 1137.04 FEET; THENCE SOUTH 73°44' WEST 57.12 FEET; THENCE SOUTH 65°00' WEST 698.85 FEET; THENCE SOUTH 66°51' WEST 554.57 FEET, THENCE NORTH 89°32' WEST 105.37 FEET; THENCE SOUTH 41°17' WEST 271.61 FEET; THENCE SOUTH 29°43' WEST 130.08 FEET; THENCE SOUTH 29°18' WEST 186.13 FEET; THENCE SOUTH 87°37' WEST 209.13 FEET; THENCE SOUTH 10°48' WEST 616.10 FEET; THENCE SOUTH 57°13' WEST 660.81 FEET; THENCE SOUTH 38°32' WEST 605.02 FEET; THENCE SOUTH 10°13' WEST 24.62 FEET; THENCE SOUTH 25°57' EAST 369.80 FEET; THENCE SOUTH 38°40' WEST 345.66 FEET TO A POINT ON THE SOUTH LINE OF LOT 39 AND BEING ON THE NORTH LINE OF PATTERSON ROAD ABOVE REFERRED TO; THENCE SOUTH 87°55' EAST ALONG THE SOUTH BOUNDARY OF LOTS 39, 40, 36, 35 AND 41 AND BEING ALONG THE NORTH LINE OF SAID PATTERSON ROAD, A DISTANCE OF 4802.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST OF THE CITY AND COUNTY OF SAN FRANCISCO IN AND TO THOSE PORTION OF SAID LOTS INCLUDED IN THE LAND CONVEYED FROM PACIFIC PEA PACKING COMPANY, A CORPORATION, BY DEED DATED AUGUST 31, 1923 AND RECORDED SEPTEMBER 25, 1923 IN VOLUME 35 OF OFFICIAL RECORDS, PAGE 338 AND DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 32, 33, 34, 35, 36, 40, 41 AND 42 OF PACIFIC PEA PACKING COMPANY COLONY, INCLUDED WITHIN A STRIP OF LAND 110 FEET IN WIDTH, 55 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND SAID CENTER LINE PRODUCED NORTHEASTERLY AND SOUTHWESTERLY; BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, WHICH LINE IS ALSO THE WEST LINE OF COUNTY ROAD AND THE EAST LINE OF SAID LOT 32, DISTANT ALONG SAID LINE FOR THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 26, NORTH 0°54' WEST, 1193.1 FEET; THENCE FROM POINT OF BEGINNING, SOUTH 78°08' WEST 5807.8 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, WHICH LINE IS ALSO THE CENTER LINE OF COUNTY ROAD, DISTANCE ALONG SAID LINE FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 27, EASTERLY 2193 FEET.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF LOTS 30, 34 AND 41 OF THE HEREIN DESCRIBED PROPERTY, KNOWN AS THE "HOMESITE PARCEL", BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

COMMENCING AT THE TWO-INCH PIPE MARKING THE EAST QUARTER SECTION CORNER OF SECTION 27 AT THE INTERSECTION OF PATTERSON AND KAUFMAN ROADS; THENCE NORTH 00° 52' EAST 706.84 FEET ALONG THE SECTION LINE IN KAUFMAN ROAD TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE HETCH-HETCHY WATER SERVICE 110 FOOT RIGHT-OF-WAY OF THE CITY AND COUNTY OF SAN FRANCISCO, SAID POINT IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 80° 09' 55" WEST 548.05 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 00° 52' 11" EAST 1128.86 FEET TO THE SOUTHERLY LINE OF AN EASEMENT 30 FEET IN WIDTH LYING 15 FEET ON EACH SIDE OF THE CENTERLINE OF CAVILL DRAIN; THENCE ALONG SAID SOUTHERLY LINE SOUTH 46° 44' 45" EAST 178.93 FEET; THENCE SOUTH 20° 49' 55" EAST 160.00 FEET; THENCE NORTH 87° 20' 51" EAST 347.88 FEET TO THE EAST LINE OF SECTION 27 IN KAUFMAN ROAD; THENCE SOUTH 00° 52' WEST 779.16 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ANY PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN LOTS 24, 28, 37, 38, 39 AND 40 OF SAID PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE WEST 300 FEET OF THE SOUTH 684.89 FEET OF LOT 36 OF SAID PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

SAID PARCEL ALSO BEING SHOWN AS PARCEL "F" ON THAT CERTAIN RECORD OF SURVEY RECORDED FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS AT PAGE 85, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE WEST 300.00 FEET OF LOTS 23, 29 AND 36 OF SAID PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE WEST 245.00 FEET OF THE EAST 357.78 FEET OF THE SOUTH 610.00 FEET OF LOT 36 OF SAID PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

SAID PARCEL ALSO SHOWN AS PARCEL "G" ON THAT CERTAIN RECORD OF SURVEY RECORDED FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS AT PAGE 85, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE EAST 113.02 FEET OF LOT 35 AND THE WEST 132.23 OF LOT 35 OF THE SOUTH 610.00 FEET OF SAID LOTS OF SAID PACIFIC PEA PACKING COMPANY COLONY RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

SAID PARCEL ALSO SHOWN AS PARCEL "H" ON THAT CERTAIN RECORD OF SURVEY RECORDED FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS, PAGE 85, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, PARCEL 1 ACCORDING TO THAT CERTAIN PARCEL MAP FILED FOR RECORD ON DECEMBER 27, 1990 IN BOOK 43 OF PARCEL MAPS, AT PAGE 77, STANISLAUS COUNTY RECORDS AND BEING A PORTION OF LOTS 35 AND 41 OF PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOTS 35 AND 36 OF PACIFIC PEA PACKING COMPANY COLONY, RECORDED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS, DESCRIBED IN THE DEED RECORDED APRIL 2, 1993, AS INSTRUMENT NO. 93-0032669-00, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "H", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS, AT PAGE 83, STANISLAUS COUNTY RECORDS, THENCE NORTH 0°43'56" EAST 539.98 FEET; THENCE SOUTH 89°54'49" EAST, 245.90 FEET; THENCE SOUTH 0°48'09" WEST 539.94 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "H"; THENCE NORTH 89°54'34" WEST, 245.24 FEET ALONG THE NORTH LINE OF SAID PARCEL "H" TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCE SHOWN IN THE ABOVE DESCRIPTION ARE THOSE SHOWN ON BOOK 20 OF SURVEYS, AT PAGE 86, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF LOT 34, ACCORDING TO MAP OF THE PACIFIC PEA PACKING COLONY, RECORDED SEPTEMBER 28, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "G", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD FEBRUARY 13, 1991 IN BOOK 19 OF SURVEYS, AT PAGE 83, STANISLAUS COUNTY RECORDS; THENCE NORTH 0°43'56" EAST 539.94 FEET; THENCE SOUTH 87°54'49" EAST 245.41 FEET TO THE NORTHWEST CORNER OF THAT PARCEL CONVEYED TO GREGG R. BARTON BY DEED RECORDED APRIL 2, 1993, AS INSTRUMENT NO. 0032669, STANISLAUS COUNTY RECORDS; THENCE SOUTH 0°41'56" WEST 539.98 FEET ALONG THE WEST LINE OF SAID BARTON PROPERTY TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 87°57' WEST 245.52 FEET ALONG THE NORTH OF SAID PARCEL "G" TO THE POINT OF BEGINNING.

THE BEARINGS AND DISTANCE SHOWN IN THE ABOVE DESCRIPTION ARE THOSE SHOWN ON BOOK 20 OF SURVEYS, AT PAGE 86, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM A PORTION LOT 35 OF THE PACIFIC PEA PACKING COLONY AS SHOWN UPON THAT CERTAIN OFFICIAL MAP THEREOF RECORDED SEPTEMBER 28, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, LOCATED IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA, BEING SHOWN AS PARCEL "I" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED FEBRUARY 09, 1990 AS INSTRUMENT NO. 012660, STANISLAUS COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 35 OF THE ABOVE DESCRIBED SUBDIVISION, EXCEPTING THEREFROM THE WEST 132.22 FEET OF THE SOUTH 610 FEET, THE EAST 280.63 FEET OF THE SOUTH 610 FEET AND THE NORTH 699.96 FEET OF SAID LOT 35.

ALSO EXCEPTING THEREFROM A PORTION LOT 35 OF THE PACIFIC PEA PACKING COLONY AS SHOWN UPON THAT CERTAIN OFFICIAL MAP THEREOF RECORDED SEPTEMBER 28, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, LOCATED IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, STANISLAUS COUNTY, CALIFORNIA, BEING SHOWN AS PARCEL "J" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED FEBRUARY 09, 1990 AS INSTRUMENT NO. 012660, STANISLAUS COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 35 OF THE ABOVE DESCRIBED SUBDIVISION, EXCEPTING THEREFROM THE WEST 377.22 FEET OF THE SOUTH 610 FEET, THE EAST 35.63 FEET OF THE SOUTH 610 FEET AND THE NORTH 699.96 FEET OF SAID LOT 35.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 41 AS GRANTED TO TRAVIS HAWKINS AND JANELLE MCKIERNAN BY DEED RECORDED JUNE 9, 2003, AT INSTRUMENT NO. 92428, STANISLAUS COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE ALONG THE EASTERLY SECTION LINE THEREOF AND THE CENTERLINE OF KAUFMAN ROAD, SOUTH 00°52'34" WEST A DISTANCE OF 2367.17 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SECTION LINE AND KAUFMAN ROAD, SOUTH 00°52'34" WEST A

DISTANCE OF 252.53 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE 66 FOOT WIDE RIGHT OF WAY OF PATTERSON ROAD; THENCE ALONG SAID RIGHT OF WAY, NORTH 87°55' 30" WEST A DISTANCE OF 513.10 FEET; THENCE NORTH 00°52'34" EAST A DISTANCE OF 252.53 FEET; THENCE SOUTH 87°55'03" EAST A DISTANCE OF 513.10 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 41 AS GRANTED TO LOUIS S. RAMOS BY DEED RECORDED JUNE 12, 2003, AS INSTRUMENT NO. 94843, STANISLAUS COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE ALONG THE EASTERLY SECTION LINE THEREOF AND THE CENTERLINE OF KAUFMAN ROAD, SOUTH 00°52'34" WEST A DISTANCE OF 2057.69 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SECTION LINE AND SAID KAUFMAN ROAD, SOUTH 00°52'34" WEST A DISTANCE OF 309.48 FEET; THENCE NORTH 87°55'03" WEST A DISTANCE OF 513.10 FEET; THENCE NORTH 00°52'34" EAST A DISTANCE OF 201.90 FEET TO THE SOUTHERNMOST RIGHT OF WAY LINE OF THE 110 FOOT WIDE HETCH HETCHY RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 80°11'34" EAST A DISTANCE OF 512.03 FEET TO THE POINT OF BEGINNING.

A PORTION OF APN: 063-027-064

PARCEL NO. 2:

LOTS 15, 16, 17, 18 AND 23 OF THE PACIFIC PEA PACKING COMPANY COLONY, AS PER MAP FILED SEPTEMBER 26, 1916 IN VOLUME 8 OF MAPS, AT PAGE 41, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, RUNNING THENCE NORTH 30°21' WEST 38.6 FEET TO THE SOUTHEAST CORNER OF LOT 41 OF PACIFIC PEA PACKING COMPANY COLONY AND BEING INTERSECTION OF WEST LINE OF A 40 FOOT KAUFMAN ROAD WITH NORTH LINE 66 FOOT COUNTY ROAD, KNOWN AS PATTERSON ROAD; THENCE RUNNING NORTH 0°52' EAST ALONG THE EAST LINE OF LOTS 41, 34, 30, 22 AND 18 AND BEING IN THE WEST LINE OF SAID KAUFMAN ROAD, A DISTANCE OF 2913.52 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID LOT 18, WHICH POINT IS NORTH 0°52' EAST 293.69 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 18, WHICH POINT IS THE POINT OF BEGINNING OF THE LINE HEREINBEFORE REFERRED TO; THENCE NORTH 74°09' WEST 1137.04 FEET; THENCE SOUTH 73°44' WEST 57.12 FEET; THENCE SOUTH 65°00' WEST 696.85 FEET; THENCE SOUTH 66°51' WEST 554.57 FEET; THENCE NORTH 89°32' WEST 105.37 FEET; THENCE SOUTH 41°17' WEST 271.61 FEET; THENCE SOUTH 29°43' WEST 130.08 FEET; THENCE SOUTH 29°15' WEST 186.13 FEET; THENCE SOUTH 67°37' WEST 209.13 FEET; THENCE SOUTH 10°48' WEST 616.10 FEET; THENCE SOUTH 57°13' WEST 660.01 FEET; THENCE SOUTH 38°32' WEST 605.02 FEET; THENCE SOUTH 10°13' WEST 24.62 FEET; THENCE SOUTH 25°57' EAST 389.80 FEET; THENCE SOUTH 38°40' WEST 345.66 FEET TO A POINT ON THE SOUTH LINE OF LOT 39 AND BEING ON THE NORTH LINE OF PATTERSON ROAD ABOVE REFERRED TO AND BEING THE END OF THE LINE HEREINBEFORE REFERRED TO. SAID LINE BEING THE BOUNDARY OF PROPERTY CONVEYED TO JACOB S. VAN DYKE, ET UX, BY DEED RECORDED SEPTEMBER 28, 1958, AS INSTRUMENT NO. 24013.

A PORTION OF APN: 063-027-064

END OF DESCRIPTION



AGENDA ITEMS ACTION CALENDAR

SPECIAL BOARD MEETING OF JANUARY 9, 2018

BOARD AGENDA REPORT

Date: January 9, 2018
Item Number: 22
APN: N/A

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON BOARD COMMITTEE APPOINTMENTS

BACKGROUND AND DISCUSSION:

Per Board Guidelines:

A standing Committee is one with a particular subject matter jurisdiction. Committees shall be formed as soon as practical after the election of the President. The President shall designate the task of each committee and appoint persons to serve on each committee. In the absence of objection by a majority of the Board, the President's action shall be final. Currently, the Finance, Water/Engineering, Personnel, Planning & Public Relations, Domestic Water, Tri-Dam Project and San Joaquin River Commission (now known as San Joaquin Tributary Authority) are the District's Board Committees. A Standing Committee may deliberate and recommend changes in District policy or direction but may not itself create or change policy or direction. Although they have commonly been called technical committees, a more precise description is Standing Committees because these committees permissibly perform some of the standing functions of the Board, enabling the Board to better focus on the policy questions raised by the particular matter.

The following Committees need to have Board Members appointed to them:

1. Oakdale Irrigation District's Seven (7) Standing Committees
2. JPIA Representative Member Director and Alternate Member Director

STANDING COMMITTEES

There are seven (7) Standing Committees; Finance, Water/Engineering, Personnel, Planning & Public Relations, Domestic Water, Tri-Dam Project and San Joaquin Tributary Authority Commission.

To reduce the risk of communications that could result in impermissible discussion or consensus-building there are ground rules of communicating between different committees (or their respective members) through either the Board or the General Manager. (Note: The Board may only provide new policy direction to District staff or management via the General Manager.)

JPIA BOARD OF DIRECTORS – MEMBER DIRECTOR AND ALTERNATE MEMBER DIRECTOR

The District will need to appoint a Member Director to the JPIA Board of Directors. The Board of Directors shall be composed of one representative from each Member, who shall be a Member Director selected by the governing Board of that Member. Each Member, in addition to appointing its Member of the Board, shall appoint at least one alternate who shall be an Officer, Member of the governing Board, or an employee of that Member. The alternate appointed by a Member shall have the authority to attend and participate in any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.

FISCAL IMPACT: None.

ATTACHMENTS:

Board Motion:

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

VOTE:

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

Action(s) to be taken:



DISCUSSION ITEMS

SPECIAL BOARD MEETING OF JANUARY 9, 2018

DISCUSSION ITEM

Date: January 9, 2018
Item Number: 23
APN: N/A

**SUBJECT: DISCUSSION / PRESENTATION ON THE DISTRICT'S SURFACE WATER
DIVERSIONS AND DEEP WELL PRODUCTION**

BACKGROUND AND DISCUSSION:

OID's Water Operations Manager will provide a presentation and overview on OID's surface water diversions and deep well production for the Board's information.

ATTACHMENTS: None

Board Comments:

DISCUSSION ITEM

Date: January 9, 2018
Item Number: 24
APN: N/A

SUBJECT: DISCUSSION ON REVISED RECORDS RETENTION AND DESTRUCTION POLICY

BACKGROUND AND DISCUSSION:

The District's Records Retention and Destruction Policy has been in place since June 6, 2000. Staff has revised this policy and the draft policy is brought to the Board for any questions or comments.

The final draft of this policy will be brought back to Board at its next scheduled Board Meeting for adoption.

ATTACHMENTS:

- Draft Records Retention and Destruction Policy
-

Board Comments:

OAKDALE IRRIGATION DISTRICT MANUAL OF OPERATIONS

**Subject: RECORDS RETENTION AND
DESTRUCTION POLICY**

Policy and Procedure No.:

Responsible Department: ADMINISTRATION DEPARTMENT

PURPOSE

One of the purposes for records management is to ensure that information is available when it is needed. To do this efficiently and thoroughly, records must be identified, organized, maintained for the requisite number of years, and then documented when destroyed. Records management encompasses all the record-keeping requirements that allow an organization to establish and maintain control over information flow and administrative operations, seeking to control and manage records through the entirety of their life cycle, from creation to final disposition.

SCOPE

This policy applies to all physical records in the course of the District's operations including both original documents and reproductions. The policy is to establish procedures for the efficient and economical management of the creation, utilization, maintenance, retention, preservation, and disposal of the District's records to reflect the requirements of the law. Government Code Section 60201 provides that district records which have served their purpose, which are not expressly required by law to be filed and preserved, and which will not adversely affect any interest of the district or public may be destroyed.

POLICY AND PROCEDURE

The District's Retention and Destruction Schedule is attached and the procedures outlined below:

Records Management Tasks

1. Schedule once a year, as determined by the Department Heads, a transfer of records to inactive storage.
2. Develop a sound retention schedule.
3. Designate one area of records storage.
4. Audit the transfer of records to make sure that records are moved.

Long Term Objectives

1. Improve information retrieval.
2. Destroy promptly those duplicate records and working papers that are no longer needed for administrative, legal, historical, or research purposes.
3. Protect records essential to continuity of government in case of disaster.

Elements of Control

1. Installation of records control procedures within each department.
2. The District's Treasurer or designated staff shall be responsible to coordinate the records control program of all offices.
3. Provision for the evaluation of records. An index to make immediate location of documents possible.

Retention and Destruction

Section 60200 of the Government Code of the State of California provides that the legislative body of a special district may authorize at any time the destruction or disposition of any duplicate record, paper, or document, the original or a permanent photographic record of which is in the files of any officer or department of the district. Section 60201 of the Government Code of the State of California is amended effective January 1, 2005 to provide that district records which have served their purpose, which are not expressly required by law to be filed and preserved, and which will not adversely affect any interest of the district or public may be destroyed.

The following is a summary of the District's disposition of records. This information is also summarized in the attached Retention Schedule:

1. Accounting Records. All accounting records should be retained indefinitely in their original form until the District Treasurer gives authorization for destruction.
 - a. Any accounting record, except the journals, ledgers, and registers which are more than five years old may be authorized for destruction provided that:
 - i. There is no continuing need for said record, i.e. long term transactions, special projects, pending litigations, etc. and;
 - ii. There exists in a permanent file, an audit report or reports covering the inclusive period of said record, and that;
 - iii. Said unit report or reports were prepared pursuant to procedures outlined in Government Code Section 26909 and other State or Federal audit requirements.
 - b. Any accounting record created for a specific event or action may be destroyed upon authorization five (5) years after said event has terminated in all respects.

- c. Any source document detailed in a register, journal, ledger or statement may be authorized for destruction five (5) years from the end of the fiscal period to which it applies.
- d. The following may be destroyed at any time:
 - i. Duplicates.
 - ii. Rough drafts, notes or working papers.
 - iii. Cards, listings, nonpermanent indexes, other papers used for controlling work or transitory files.

2. Payroll

- a. Any payroll record, except the payroll check registers and payroll reports (check proofs, deduction registers, and general ledger distribution) which are more than five years old may be authorized for destruction provided that:
 - i. There is no continuing need for said record, i.e. long term transactions, special projects, pending litigations, etc. and;
 - ii. There exists in a permanent file, an audit report or reports covering the inclusive period of said record, and that;
 - iii. Said unit report or reports were prepared pursuant to procedures outlined in Government Code Section 26909 and other State or Federal audit requirements.
- b. Any accounting record created for a specific event or action may be destroyed upon authorization five (5) years after said event has terminated in all respects.
- c. Any source document detailed in a register, journal, ledger or statement may be authorized for destruction five (5) years from the end of the fiscal period to which it applies.
- d. The following may be destroyed at any time:
 - i. Duplicates.
 - ii. Rough drafts, notes or working papers.
 - iii. Cards, listings, nonpermanent indexes, other papers used for controlling work or transitory files.

3. Personnel Records

- a. All personnel records should be retained 30 years (29 CFR 516.1 et seq.). Originals may be authorized for destruction after five (5) years retention, provided said records have been scanned as provided for in Government Code Section 60203. Payroll and personnel records include but are not limited to, the following:
 - i. Retirement information.
 - ii. Personnel Files (with or without retirement and with safety / toxic chemical exposure).
 - iii. Safety and toxic chemical exposure records.
 - iv. Medical File / Safety File
 - v. Settlements.
 - vi. Earnings and deduction registers.
 - vii. Workers' Compensation Claims.

- b. Any source document detailed in a summary may be authorized for destruction five (5) years from the end of the fiscal period to which it applies, including, but not limited to:
 - i. Injury frequency charts
 - ii. Time cards, vacation/sick leave/personal leave requests.
 - iii. Job postings.
 - iv. Employee accrual reports and schedules.
 - v. DMV Driver Non-violation record information.
- c. Any source document detailed in a summary may be authorized for destruction five (5) years after termination of employee, including, but not limited to:
 - i. Employment Eligibility Verifications (I-9 Form).
 - ii. Applications for Employment (solicited / not hired)
 - iii. Applications for Employment (unsolicited / no open position).
 - iv. Medical histories.
- d. Any source document detailed in a summary may be authorized for destruction ten after (10) years, including, but not limited to:
 - i. DMV Driver Pull Notice information (after terminating of employee).
 - ii. Personnel files (after termination of employee).

4. Water Records

All water records may upon authorization be destroyed after seven (7) years, except for Rotation Sheets which may be destroyed after ten (10) years; however, these records may be destroyed after three (3) years when said records are scanned as provided for in Government Code Section 60203.

5. Minutes / Resolutions / Ordinances

Minutes of the meetings of the Board of Directors, Resolutions and Ordinances shall be retained indefinitely in their original form

6. Construction Records

Construction records, such as bids, correspondence, change orders etc., should not be kept in excess of seven (7) years unless they pertain to a project which includes a guarantee of grant and in the event they should be kept for the life of the guarantee or grant plus seven (7) years. As-built plans for any public facility or works should be retained as long as said facility is in existence.

7. Contracts

Contracts should be retained for seven (7) years after life of the contract.

**OAKDALE IRRIGATION DISTRICT
RETENTION SCHEDULE**

ACCOUNTING RECORDS

DESCRIPTION	RETENTION	
Accounts Payable 1099s and Reports	7-Years	End of Fiscal Period
Accounts Payable Check Distribution & Register	Permanent	
Accounts Payable Check Proofs, VOYA & ICMA	5-Years	End of Fiscal Period
Accounts Payable Check Register (OID & IDs)	Permanent	
Accounts Payable Journal	Permanent	
Aging Reports (Summary Aging Reports)	Permanent	
Aging Reports/Status Reports	5-Years	End of Fiscal Period
Bank Deposits	5-Years	End of Fiscal Period
Bank Statements and Reconciliations (Banks and Investments)	7-Years	End of Fiscal Period
Billing (Unbilled Readings Batch Reports)	5-Years	End of Fiscal Period
Billing (Water Billing Batch Reports)	Permanent	
Billing / Invoice Edit Reports (RW, Ag, Misc)	5-Years	End of Fiscal Period
Billing Adjustments Journals (RW, Ag, Misc)	Permanent	
Billing Journals (RW, Ag, & Misc)	Permanent	
Billing Reconciliations (RW, Ag, & Misc)	5-Years	End of Fiscal Period
Billing Statements / Invoices (billing, refunds, past dues, collections)	5-Years	End of Fiscal Period
Budgets	Permanent	
Capital Asset Records, CIP GL Reconciliations (WO Proj.File)	Permanent	
Cash Board Ledgers	5-Years	End of Fiscal Period
Cash Receipts Journal - GL; Distribution	Permanent	
Cash Receipts Proofs / Edits	5-Years	End of Fiscal Period
Cash Receipts Submittal Stubs	5-Years	End of Fiscal Period
Checks - Cancelled / Voided	5-Years	End of Fiscal Period
Construction-in-Progress General Ledger Reconciliations (inclusive of Project Files)	Permanent	
Cost Accounting Journals	Permanent	
Deposit Slips (RW, Ag, Cash Board)	5-Years	End of Fiscal Period

ACCOUNTING RECORDS

DESCRIPTION	RETENTION
Diesel Tax Returns	5-Years End of Fiscal Period
Financial Reports (Annual Audited, Monthly Unaudited)	Permanent
Fixed Assets and Depreciation Schedules	Permanent
General Ledger Account Reconciliation	5-Years End of Fiscal Period
General Ledger Rural Water & AG Water	Permanent
General Ledger Trial Balance	Permanent
Inventory Records	Permanent
Journal Entries (month-end, YE closing)	Permanent
Lease - Purchase Records	Permanent
Long Term Debt Records	Permanent
Payroll Adjustments	5-Years End of Fiscal Period
Payroll Check Register	Permanent
Payroll Federal & State Payroll Tax Deposits	10-Years End of Fiscal Period
Payroll Memos	5-Years End of Fiscal Period
Payroll Report (Check Proof, Deduction Reg., G/L Dist.)	Permanent
Payroll Reports (Timecard Proof List)	5-Years End of Fiscal Period
Payroll Tax Reports, W-2 forms, Quarterly Tax Reports (Federal & State)	Permanent
Payroll Time Cards	5-Years End of Fiscal Period
Petty Cash Records	5-Years End of Fiscal Period
Purchase Orders	5-Years End of Fiscal Period
Requisitions	5-Years
Sales & Use Tax Returns	5-Years End of Fiscal Period
Supply Tags	5-Years End of Fiscal Period
Tax Use (1099's/State Sales Use Tax/Consumers Use Sales Tax, Misc. Income, Diesel Tax Returns)	
Title Company Pay-Off Demands	1-Year End of Fiscal Period
Workers' Comp Audit	5-Years End of Fiscal Period

PERSONNEL RECORDS

Accident Reports / Injury Claims	5-Years	After Termination
Applications for Applicants not Hired	5-Years	
Cal OSHA Logs 200 & 300	5-Years	
Employment Eligibility (I-9's)	5-Years	After Termination
Job Posting for Employment Openings	5-Years	From Closing Date
Labor Negotiations	Permanent	
Memorandums of Understanding	Permanent	
Personnel Rules and Regulations	Permanent	
Personnel Files (Temp. unless Safety/Toxic Chem. Exp.)	10-Years	After Termination
Personnel Files (With Retirement, W/out Retirement, W/ Safety/Toxic Chemical Exposure)	30-Years	After Termination
Settlements	30-Years	
Workers' Compensation	Permanent	
Personnel Policies	Until Amended	

WATER SERVICE AND OTHER RELATED COLLECTIONS RECORDS

County Maps	5-Years	
Customer Address Changes, etc.	3-Years	
Customer Correspondence	5-Years	
Deed Copies of District Property	5-Years	
Lien Release	11-Years	
Liens	11-Years	
Property Record Sheets	5-Years	
Transfer of Title Records	3-Years	
Return mail	3-Years	

LONG-TERM DEBT RECORDS

Agreements (Terms and Conditions)	Permanent
Authorization of Long-Term Debts (Bonds, Loans, etc.)	Permanent

ADMINISTRATION RECORDS

DESCRIPTION	RETENTION
Agreements	Plus 7-Years After life of agrmnt.
Board Packets	5-Years
Claims for Damages	5-Years After Payment/Denial
Contracts	Plus 7-Years After life of agrmnt.
Deeds	11-Years
District Correspondence (Misc.)/Relative to Agreement/Project	5-Years After life of agrmnt.
Form 700 - Conflict of Interest - Elected Officials	7-Years After Serving
Form 700 - Conflict of Interest - Not Elected Officials	5-Years After Termination
Improvement District Records	Permanent
Insurance Policies	5-Years After Expiration
Legal Opinion	
Litigation	Permanent
Minute Binders	Permanent
Public Records Requests	2-Years End of Fiscal Year
Resolution Binders	Permanent
Tape Recordings of Board Meetings	1-Year From Recording

CONSTRUCTION RECORDS

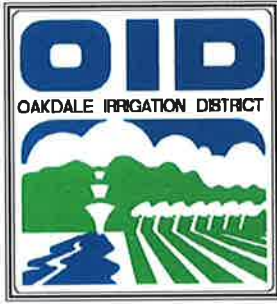
As-Built Plans for Public Facility	Permanent	
Bid-Correspondence, Change Orders	7-Years	After Completion
Bid (Unaccepted)	5-Years	After Bid Close
Contracts	7-Years	After Life of Contract
Material Safety Data Sheets (MSD)	30-Years	
Underground Service Alerts (USA)	10-Years	End of Fiscal Year
Work Orders for Construction in Progress/Capital Proj.	Permanent	
Work Orders for Construction in Progress/Maintenance Proj.	11-Years	

WATER RECORDS

APN Files	Permanent	
Daily Log Books	7-Years	
Incident Reports	7-Years	
Rotation Sheets	10-Years	

ENGINEERING

Ag Water Discharge Permits	Permanent	
Annexations/Boundary Changes/ Detachments	Permanent	
CEQA/NEPA (EIR's, Environment Assessments, Neg. Dec., etc.)	Permanent	
Crop Reports	Permanent	
Encroachment Permits	Permanent	
Groundwater Depth to Water	Permanent	
Maps	Permanent	
Wells & Data History, Locations	Permanent	



COMMUNICATIONS

**SPECIAL BOARD MEETING OF
JANUARY 9, 2018**



CONDOR EARTH
21663 Brian Lane, P.O. Box 3905
Sonora, CA 95370
209.532.0361
Fax 209.532.0773
www.condorearth.com

WEEKLY CONSTRUCTION MANAGER'S REPORT

**Oakdale Irrigation District
Two-Mile Bar Tunnel Project
WEEK 35**

TO: Scott Lewis, Project Manager

COPY: Jason Jones, Eric Thorburn, Emily Sheldon – OID
Kyle White and Kim Tarantino – Condor

FROM: Ron Skaggs, Resident Engineer

DAY/DATE: Friday, December 29, 2017

PROJECT NO.: 3818G4

DISCUSSION

1. No accidents, injuries or near-misses to report.
2. No tunnel excavation from upstream portal occurred this week in observance of the Christmas and New Year's holidays. Tunnel advancement from the upstream portal using the roadheader excavation machine will resume next week.
3. Tunnel advancement from the downstream portal continued with another roadheader excavation machine. Tunnel advancement was approximately 18 feet this week.
4. Tunnel excavation (from the upstream and downstream portals combined) is approximately 15% (~875 feet) complete.
5. Schedule Update:
 - DTDS's updated baseline schedule indicates that they are approximately 2 weeks (float) ahead of schedule; anticipated project completion date remains January 2019 to accommodate wintertime canal tie-in. DTDS has been requested to review baseline schedule to verify schedule can be met based on projected daily tunnel excavation footage (no change from prior report).
6. Submittals and RFI's:
 - There are currently no outstanding submittals.
 - There is currently one outstanding RFI:
 - RFI 019, related to downstream portal design modifications, was submitted by DTDS on December 8. Condor is currently reviewing the RFI.

7. Contract Updates:

- DTDS submitted a revised Draft Invoice No. 8 (November) on December 20. Condor has approved the quantities and reviewed the certified payroll submission (submitted December 20). Condor will respond to PW submission and CO section of invoice next week (after holiday).

X:\Project\3000_prj\3818G OID 2-Mile Bar\3818G4 TMB Construction\Construction Management\Condor Field Reports and Photos\Weekly Construction Reports\WCMR 20171229 OID TMB.docx





Oakdale Irrigation District Memorandum

Date: January 9, 2018

Re: Required Director Training

Newly elected Directors are required to receive within six (6) months of taking office the following training:

1. Sexual Harassment Prevention for Managers (AB1825)
2. Ethics (AB1234)

This training is required to be taken every two (2) years thereafter pursuant to District policy and Board Guidelines (page 24). Sexual Harassment Prevention for Managers training was to have been taken in 2017 by the Directors, with the exception of the newly elected Directors. Ethics training is required to be taken by all Directors in 2018.

This training is available through a webinar and can be set-up by the Administrative Assistant.

It is also recommended that newly elected Directors also take the following training:

1. Brown Act
2. Public Records Act
3. Employment Litigation: Limiting Liability through Governance

It is recommended that a refresher course be given for this training every three (3) years.

This training is available through a webinar and can be set-up by the Administrative Assistant.

All training certificates received for any training should be given to the Administrative Assistant to be placed in your personnel file.

Attached is a spreadsheet prepared by ACWA/JPIA which provides the recommended training for Elected Board Members.

ACWA/JPIA Recommended Training for Elected Board Members



Course	Suggested Frequency	Remarks	Requirement Met by JPIA Training	Requirement Met by Other Source
Sexual Harassment Prevention for Managers (AB1825)	Every 2 years (within 6 months for newly elected)	Per California law, anyone with authority to hire or fire is required to take this training; JPIA feels Board members fall under the law.	X Face to face, live webinar and recorded webinar	X TargetSolutions on-line course
Ethics (AB1234)	Every 2 years (within 6 months for newly elected)	Per California law, required for all elected officials.		X TargetSolutions on-line course; CA Fair Political Practices Commission
Brown Act	Newly elected; 3 year refresher	Primer on how to avoid impropriety and keep governmental decision making open and fair.	X Recorded webinar	
Public Records Act	Newly elected; 3 year refresher	What you need to know to comply with Public Records Act.	X Recorded webinar	
Employment Litigation: Limiting Liability through Governance	Newly elected; 3 year refresher	Where do Board members fit in when it comes to employment issues?	X Recorded webinar	

Lori Fitzwater-Presley

From: Eric Thorburn
Sent: Wednesday, December 06, 2017 10:47 AM
To: 'John Krukar' <John.Krukar@rubiconwater.com>
Cc: Peter Moller <Peter.Moller@rubiconwater.com>
Subject: RE: Saudi & UC Davis Tour Monday, 12/11/2017

Sounds good. We'll plan to see you at noon on Monday.

From: John Krukar [<mailto:John.Krukar@rubiconwater.com>]
Sent: Wednesday, December 06, 2017 10:28 AM
To: Eric Thorburn <ethorburn@oakdaleirrigation.com>
Cc: Peter Moller <Peter.Moller@rubiconwater.com>
Subject: Saudi & UC Davis Tour Monday, 12/11/2017

Hi Eric,

Thanks again for making the time for our guest from Saudi Arabia and UC Davis on Monday, 12/11/2017; Below is the schedule that works for the guest, if you need to revise the schedule, please let me know:

- Guest flight from SFO arrives at 8:00 AM.
- Arrive at Rubicon in Modesto at about 11:00.
- Meet at OID at 12:00 (we will try to get to OID a little earlier).
- Quick explanation of OID operations and geography in the boardroom if available.
- Lunch (at Firenze?).
- Field tour of Rubicon TCC.
- Return to OID at about 2:45 (guest need to get to Sacramento for another appointment).

There will be four guest from Saudi Arabia, two from UC Davis and one or two from Rubicon. I am trying to change a previous appointment to make this tour; if I cannot make it, Peter Moller (you spoke with him a few weeks ago on a conference call) has volunteered to cover for me. In any event, Peter will be coming along for the tour for his own edification!

Thanks, John



CLOSED SESSION ITEMS

SPECIAL BOARD MEETING OF JANUARY 9, 2018